
April 17, 2023

INVITATION FOR BID TAC 789E

Addendum #1

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

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Was:

Attendance Requirement

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

Changed to:

No Pre-Bid Conference To Be Held

Invitation for Bid (IFB)

TAC 789E

Supplies or Services Requested: Utility Right-of-Way Clearing /
Mowing Services

Department: Water and Sewer Department

NIGP Commodity Code(s):

912-19, 988-36, 988-56

Solicitation Schedule

EVENT	DATE
IFB Issue Date	04/14/2023
Pre-Bid Conference <i>Location</i>	NO PRE-BID CONFERENCE
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	05/01/2023 <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>	05/10/2023

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

Angie Tune | ATune@CityofTulsa.org

*All questions should be emailed with **TAC 789E** on the subject line.*

Submit Bids (sealed) to:

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

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



CITY OF
Tulsa
A New Kind of Energy.

I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure a source to purchase labor and materials to perform Utility Right-of-Way Clearing / Mowing Services for use by the Water and Sewer Department of the City of Tulsa.

2. Term of Contract

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

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

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

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent**.” An Authorized Agent means an agent who is legally authorized to bind the Seller under the law of the state in which the Seller is legally organized. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in states other than Oklahoma must follow the law of the state in which they are organized.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City is requesting Bids for a source to purchase labor and materials to perform Utility Right-of-Way Clearing / Mowing Services for use by the Water and Sewer Department of the City of Tulsa.

Delivery Requirements

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

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

2. Specifications

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

The work to be performed on this Agreement is primarily located throughout the Tulsa Metropolitan area. In addition, services may be required at various facilities operated by Tulsa Metropolitan Utility Authority, Tulsa Metropolitan Water Authority and Regional Metropolitan Utility Authority that are located outside the Tulsa Metropolitan area. The specific locations will be determined by City's representative(s) at a later date as the need arises and the Seller will be notified at that time.

Certifications and Qualifications: Seller shall provide a direct and concise description of the Seller's qualifications for the work specified.

A. The statement of experience should include the following:

1. The Seller's technical staff qualifications and experience who will perform the work required herein,
2. The superintendent who will be assigned to the project and detail his/her experience and qualifications,
3. Personnel used to apply herbicide,
 - a. shall have a minimum of one (1) year experience in applying herbicides and,
 - b. shall possess a valid Oklahoma Commercial Applicator's License,
4. Personnel used to apply chemicals,
 - a. shall be licensed service technician within the State of Oklahoma,
5. Provide Certified Applicator's License Number(s). **Failure to provide a Chemical Applicator's License(s) shall result in rejection of the Bid.**

B. Company shall have five (5) years of experience in Herbicide application,

C. Supervisor must be a licensed ground applicator under Department of Agriculture and shall be thoroughly familiar with Oklahoma and Federal Laws governing the application of herbicides.

Work Schedule: Regular work hours shall be defined as the period from 8:00 a.m. to 6:00 p.m. excluding Saturdays, Sundays, and City Holidays.

- A. No work shall be performed between the hours of 6:00 p.m. and 8:00 a.m., nor on Saturday, Sunday, nor City holidays, without written approval from the City's representative.
 - 1. The approval for an exception to the work schedule will be incident specific.
 - 2. This restriction does not apply to work which is necessary for the proper care, maintenance, and protection of work already done, or of equipment, or in the case of an emergency.
- B. **Overtime Hours:** Work assignments which specify performance of work by the Seller before 8:00 am or after 6:00 pm Monday through Friday or anytime Saturday or Sunday, Seller shall be paid at the overtime rate bid in Exhibit A Delivery and Pricing as Overtime Hours.
- C. **Premium Overtime Hours:** Work assignments which specify performance of work by the Seller for creek crossing clearing anytime on the following holidays: Christmas Eve, Christmas Day, New Year's Day, Thanksgiving, Fourth of July, Memorial Day, Labor Day; Seller shall be paid at the premium overtime rate bid in Exhibit A Delivery and Pricing as Premium Overtime Hours.
- D. **Conditions for Use of Overtime Rates:** The overtime rate and premium overtime rate would be applied instead of the regular hourly rate, not in addition to other rates. The overtime rate and premium overtime rates are only applied when the City requires the Seller to work those non-regular hours. If the Seller requests to work at those non-regular times to provide clearing services, there shall be no overtime or premium overtime markup. Mealtime(s) by the Seller's employees shall not be included for payment.

Extra Work: If a modification increases the amount of the work, and the added work or any part thereof is of a type and character which can properly and fairly be classified under one or more unit price items from Exhibit A Delivery and Pricing Form, then the added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price.

Suspension or Termination of Work on Notice: The City may suspend or terminate any specific work assignment upon notice to the Seller. Any such order of the City's representative shall not modify or invalidate in any way the provisions of this Agreement.

Inspection and Payment: Seller shall be paid a flat rate by type of mobilization as provided in Delivery and Pricing. Seller shall be paid at the proper rate by type of work as designated by the City either per area unit or per hour, rounded to the nearest quarter hour, for the time spent accessing the assigned area, removing the debris and hauling and disposing of the debris. The Seller's inspection of jobsite prior to mobilization shall be considered incidental and the cost should be included in the cost for mobilization.

Bid items with unit price based on per hour shall be paid based on job hour unless specifically designated person-hour in Exhibit A - Delivery and Pricing. Payment by the City to Seller shall be no more frequently than monthly on the basis of unit price and sworn and itemized claims, on claim forms supplied by the City, filed with the City's representative. City agrees to make payment available for all such proper claims presented by Seller, normally within thirty (30) calendar days.

City's Right of Inspection: The City shall appoint or employ such inspectors as the City may deem proper to inspect the materials furnished and the work performed, and to determine whether the said materials are furnished and the said work performed in accordance with the specifications therefore. The Seller shall furnish all reasonable aid and assistance required by the City's representative, or by the inspectors, for the proper inspection and examination of the work and all parts thereof, even to the extent of uncovering or taking out portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking out and the replacing of the covering or the making good of the parts removed shall be paid for by the City; but should the work exposed or

examined prove unsatisfactory, the uncovering, taking out, replacing, and making good shall be at the expense of the Seller.

Such inspection shall not relieve the Seller from any obligation to perform said work strictly in accordance with the specifications or any modification thereof as herein provided; and the work not so constructed shall be removed and made good by the Seller at their own expense; and free of all expense to the City, whenever so ordered by the City's representative, without reference to any previous oversight or error in inspection.

Seller Conduct: Seller covenants and agrees in connection with its services to be performed hereunder that it will not allow any condition on City property nor permit the conduct of any activity on such property, which shall materially or adversely affect the development, improvement, operation or maintenance of City utilities and facilities. Seller will conduct its services in a manner which is adequate to insure the safety and health of employees or agents of the City or of the Seller, and protect against damage to property of the City, including, without limitation the streets, roads, highways, or other public ways of the City or which would result in injury to employees or agents of the City.

The occurrence or existence of any proscribed or prohibited condition or activity, as described in this document shall constitute a material breach of the Agreement by Seller which shall constitute grounds for the termination of the Agreement by City.

It is understood and agreed by Seller and City that the phrase "to the satisfaction of the City" in this document shall not be construed to imply that the City or City employees or agents have any responsibility for supervision of Seller's forces, operations methods of operation.

Seller and Seller's Employees: The Seller shall employ competent supervisors and foreman, experienced mechanics, and others skilled in the several parts of the work given them to do, for the performance of the work embraced in this Agreement; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Seller and employees shall maintain a professional manner and appearance.

Site Damage by the Seller: Seller shall have no monetary liability to City for unavoidable damage caused by Seller, in the exercise of reasonable care to any submerged or hidden facilities or equipment on property if the existence and location of such facilities or equipment is not disclosed on the facility plans for the affected areas furnished by City to Seller. Seller shall have the responsibility and obligation for fully informing City of the extent of its proposed operations on the City property and of requesting and obtaining all such facility plans from the City prior to Seller's commencement of operations hereunder. This provision shall have no application to property of others lawfully on the site.

Seller shall have no monetary liability for damage caused in the exercise of reasonable care by Seller to the roads on City property provided Seller, prior to the commencement of its operations hereunder, shall fully inform City's representative of the nature, size, maximum weight and all other pertinent matters pertaining to Seller vehicles and equipment to be used on said roads and the proposed manner of operation over and on said roads and provided Seller's use of such roads shall be in accordance with any reasonable limitations or restrictions which may be imposed by the City on Seller's use of roads on City's premises. If damage to roads by Seller is required to be repaired to provide continued access for Seller vehicles, such repair shall be the responsibility of the Seller.

Equipment Inventory: Seller shall provide a list itemizing all equipment to be used on this project, including year, make, model and description of operating power. All equipment must be licensed, as applicable.

Removal of Equipment: Seller agrees that on termination of this Agreement, Seller, not later than thirty (30) days after such termination, (i) shall remove all machinery, equipment and other property from the work site(s), (ii) shall, at its own cost and expense, repair and restore all damage to City property caused by Seller operations, and (iii) shall vacate the work site free and clear of all liens and furnish City with satisfactory evidence of the foregoing. Title to any Seller property not removed from work site(s) within the time limit stipulated above shall vest in City and City may dispose of any such property at Seller's cost and expense.

Condition of Equipment and Materials: All equipment, tools, appliances, and materials used in connection with the project shall be handled and operated only when they are in safe operating condition and in accordance with a standard safety procedure.

Seller shall perform all work on this Agreement in accordance with all State and Federal Labor and Health Regulations. A written permitting system prior to entry must be utilized. All excavations and trenching must also comply with all State, Federal, and OSHA regulations.

Safety: Seller must follow all State, Federal, and OSHA regulations in regard to safety during performance of the work in this Agreement.

Power Lines: No person, materials, or equipment shall come within six feet of any power line exceeding 440 volts unless the electric power service has first been disconnected.

Fire Prevention and Protection: The Seller shall take all necessary measures to prevent fire and shall provide satisfactory firefighting means at the location of work.

Interference with Traffic: When a roadway or sidewalk is not closed, the Seller shall provide a safe substitute route for any portion obstructed by operations. If a roadway or sidewalk is closed to traffic, the Seller shall provide and mark detours. Seller shall notify City's representative of intent to close roadway to traffic. A minimum of forty-eight (48) hours prior notice shall be required for arterial streets. When the Seller is performing any work that is likely to be subject to pedestrian or vehicular traffic, Seller shall furnish, erect, and maintain sufficient safety equipment and traffic control devices around the project to protect pedestrians, animals, and vehicles from injury or damage. All traffic control shall be in accordance with Engineering Division's Standards and Procedures for Street Use and Temporary Traffic Control. City's safety and traffic control devices shall be installed and removed only at the direction of the City's Engineer.

Transportation and Disposal Brush, Trees, Trash, and Debris: Material may be disposed of at either the green waste site or Quarry Landfill. Transportation of trees, brush, woody plants, trash or other debris by Seller shall be done in vehicles or equipment which contains the debris in a manner to avoid the possibility of spilling, leaking, scattering, falling or blowing out of vehicle/equipment during transportation. All vehicles and equipment transporting debris shall not exceed the maximum allowable load limit (pounds) of any road being used.

Undertakings by the City: City shall insure Seller and its employees, agents or independent Sellers access to and from various facilities on City's premises for clearing operations five (5) days a week during regular work hours.

Seller and employees, agents or independent Sellers shall have access to the work sites on City's premises at any other hours in the event that Seller, in each instance gives City's representative twenty-four (24) hours advance notice of Seller's requirement for access to any work site. Seller shall furnish all reasonable assistance required by the Inspectors for the proper inspection and monitoring of Seller's operations at said work sites.

The City has provided land for the work specified in this Agreement. The Seller shall not enter or occupy with employees, tools, equipment, or material, any ground outside the property of the City without consent of the City of such ground. The City shall provide assistance to the Seller in obtaining suitable provisions for ingress and egress after the Seller has demonstrated that they have made a good faith effort to obtain the individual property owner's consent.

City's Representative's Powers and Duties: The City's representative(s) will provide general administration of this Agreement, including performance of the functions hereinafter described. City's representative shall designate an Inspector who will monitor and approve Seller's work. The City's representative shall determine whether standard or emergency mobilization is needed.

The City's representative shall at all times have access to the works as provided elsewhere herein. The City's representative will make periodic visits to the site to keep familiar with the progress and quality of the work and to determine in general whether the work is progressing in accordance with the Agreement documents. On the basis of on-site observations, he will keep the City informed of the progress of the work and endeavor to guard against defects and deficiencies in the work of the Seller. The City will not be responsible for construction means, disposal methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and will not be responsible for the Seller's failure to carry out the work in accordance with the Agreement documents. Based on such observations and the Seller's applications for payment, the City's representative will determine the amounts owing to the Seller and will approve payment requests.

The City's representative will not be responsible for the acts or omissions of the Seller, any subcontractors, or any of their agents or employees, or any other persons performing any of the work.

The City's representative shall decide the meaning and intent of any portion of the specification where the same may be found obscure or be in dispute; and the City's representative shall have the right to correct any error or omission therein when such corrections are necessary to the proper fulfillment of the intent of said specification. The action of such correction shall date from the time that the City's representative gives due notice thereof.

Protection of Existing Amenities: Private, City, State, and Government properties if damaged, destroyed or removed, shall be repaired, replaced or paid for by the Seller. Seller shall report disturbance of property to the controlling agency and / or City. Repairs shall have prior approval.

At places where the Seller's operations are adjacent to, or crossing, railway, fiber or copper communications, water, electric or gas distribution facilities, storm water, or sanitary sewers, damage to which might result in expense, loss or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

Seller shall notify the Notification Center of Oklahoma One-Call System, Inc., 1-800-522-6543, of any excavation, or demolition prior to commencing work. Notification shall be made no sooner than ten (10) days nor no later than forty-eight (48) hours, prior to commencing work, excluding Sundays and legal holidays. Blasting operations will not be permitted. Internal combustion engines shall be

adequately equipped with mufflers. Necessary measures shall be taken to keep construction noises as low as practicable in compliance with OSHA guidelines.

MOBILIZATION

Mobilization is a time constrained work assessment and deployment of labor, material, and machinery to the designated location initiating the work assignment. Mobilization may or may not occur once per job depending on the urgency of the work. Payment for mobilization shall include all costs associated with delivery of labor and equipment to the City designated access point to the area for clearing operation. Mobilization will be paid only once per work assignment, covers all work listed on the assessment, and will not be paid for mowing previously cleared locations.

- a. **Emergency Mobilization:** Work assessment of the designated location shall be completed within two (2) hours and work shall commence within four (4) hours of the initial notification. Work shall not be suspended during regular work hours without City's representative's approval.
 - b. **Standard Mobilization:** Work assessment of the designated location shall be completed within two (2) hours and work shall commence within forty-eight (48) hours of the initial notification, unless the City's representative requests a later mobilization date. Standard Mobilization for Right-Of-Way Access Control shall be five (5) work days. Work shall not be suspended during regular work hours without City's representative's approval.
1. **Work Assessment:** A work assessment is the document which results from the Seller meeting the City inspector at the designated location to determine and record all work necessary to satisfy the work assignment. Documentation shall include the number and size of trees and estimation of any significant volume of debris or trash, clearing at creek crossings, and any access control work. Work assessments are considered incidental and of which the expense will not be paid.
2. **Work Assignment:** City's representative shall notify Seller of a work assignment, including location, date and time services are needed.

CLEARING RIGHT-OF-WAY AND CREEK CROSSINGS

Standard equipment for clearing operations may include chain saws, bulldozer, front-end loader, excavator, stump grinder, brush chipper, and dump trucks.

RIGHT-OF-WAY CLEARING: Seller shall clear brush, trash, debris, and trees from City right-of-way. Utility right-of-way clearing shall be 25 feet from each side of utility structure and then aboveground over the utility lines or as designated by the Inspector. This clearing shall normally be performed on the City's utility right-of-way, but may involve clearing on other designated right-of-way. Clearing shall be accomplished by cutting and/or grubbing. Seller shall remove all trees, brush, and woody plants, leaving the area in a condition suitable for mowing with brush-hog. Tree canopy trimming shall be considered part of the brush clearing.

PRICING: Equipment and transportation costs are considered incidental costs and the cost thereof shall be included in the pay items as listed in Exhibit A Delivery and Pricing. Brush clearing for trees that are less than three (3) inches in diameter, as well as plants and bushes, shall be paid by the acre of right-of-way cleared, rounded to the nearest quarter acre. Fallen trees 3" or larger will be priced the same as tree removal. Fallen trees less than 3" will be considered part of the brush clearing. All right-of-way clearing work will be performed from 8 am to 5 pm Monday through Friday. There is no overtime rate for this work.

CREEK CROSSING CLEARING: Seller shall remove all trees, woody plants, limbs, trash, and other debris from exterior of sanitary or storm sewer pipe, concrete encasement, or any structures that cross a creek or are located within creek bank as designated by Inspector. Seller shall remove and dispose of all debris, fallen trees, limbs, woody plants, and other foreign material in the creek as part of the creek crossing clearing.

PRICING: Equipment and transportation costs are considered incidental costs and the cost thereof shall be included in the pay items as listed in Exhibit A Delivery and Pricing. This work which is paid hourly, shall be performed as directed by the City's Representative and may include Overtime and / or Premium Overtime. Fallen trees 3" or larger will be priced the same as tree removal. Fallen trees less than 3" will be considered part of the clearing.

TREE REMOVAL: Tree removal shall include removing tree to grade level, including grinding down stump. Root ball may be left in the ground. If Seller removes root ball from the ground, Seller must dispose of root ball at landfill at Seller's expense. Trees may be left cut if close to or flush with the surrounding ground. In no event may a tree stump be left cut at a sharp angle.

PRICING: Tree removal shall be paid as bid in Exhibit A Delivery and Pricing. Diameter of tree base shall be rounded to the next whole inch for all trees that are three (3) inches in diameter and larger. Tree diameter shall be measured at 4 ½ feet from ground level. The cost of herbicide application to tree stumps shall be considered incidental and the cost shall be included in the tree removal bid items.

RIGHT-OF-WAY ACCESS CONTROL

GATE INSTALLATION AND REPAIR: Seller shall perform gate installation and repair at various right-of-way sites as designated by the Inspector. All work shall be performed in accordance with the specifications and drawings included in this Bid.

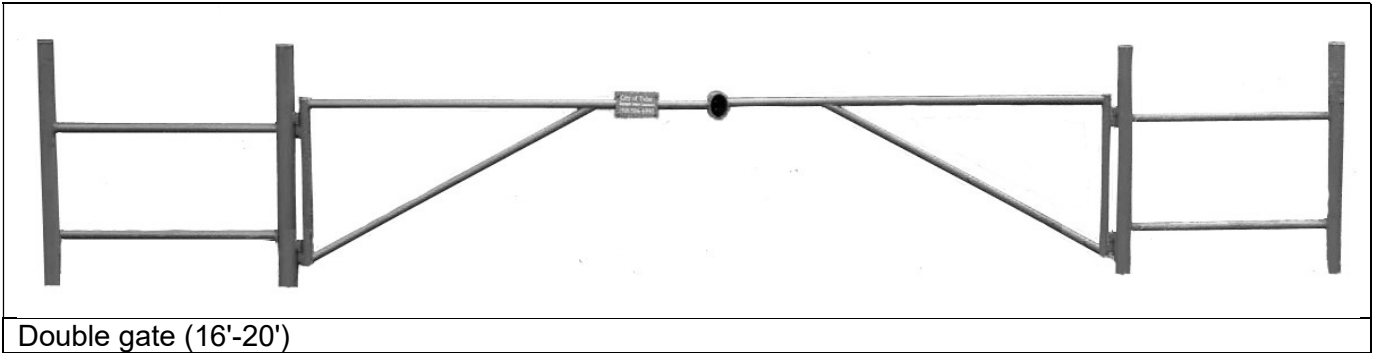
Gates shall be constructed as either single leaf type for openings under 16 feet or double leaf type for openings from 16 to 20 feet wide as designated by the Inspector.

Deadman rails are those rails which are closest to the gate opening. These rails help stabilize the gate hinge and latch posts.

A single ¼ inch steel plate cut 12 x 5 shall be weld to a single leaf or one leaf of a double leaf type gate for sign installation.



Single gate (12'-15')



Gate and Fence Fabrication

All exposed ends of pipe in the gate and posts shall be capped with $\frac{1}{4}$ inch steel plate.

All posts shall be 4-inch schedule 40 steel pipe buried in the ground to a depth of 36 inches with 8" of concrete on all sides and extend a minimum 36 inches above ground

All rails and gates must be 2-inch schedule 40 steel pipe

Fence rails are to be 12 inches off the ground and 33 inches off the ground. Deadman rails shall be 36 inches long.

Gate leaf shall be approximately 6" off the ground, be 36 inches tall with brace at a 60 degree angle, and attached to gate post with 2 hinges (1 pair)

Hinges are to be 1,000 lbs. weight rated 7 by 2 inch weld on barrel hinges with $\frac{3}{4}$ -inch pin and with grease zerk

Sign plate shall be $\frac{1}{4}$ -inch steel plate cut 12 x 5 inches

See picture for latch guard details

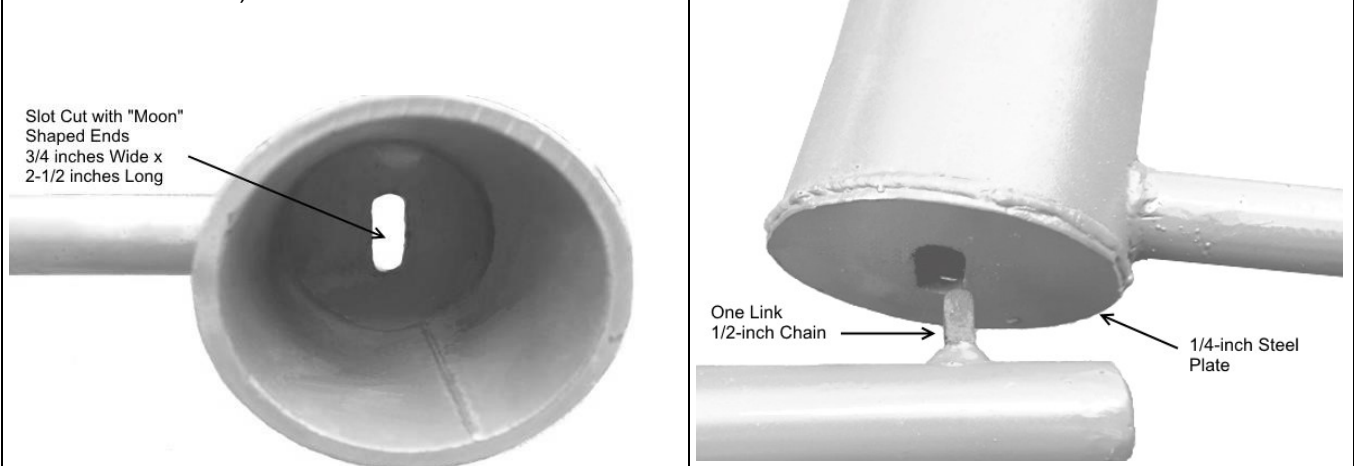
All components of gate and fences shall be painted green

Gate Latch Fabrication

Pipe for latch guard shall be 6-inch schedule 40 steel pipe cut 9 inches long

The back of the latch guard shall be $\frac{1}{4}$ steel plate with a 2-1/2 by 3/4 inch slot with moon shaped ends for locking link.

Locking link is to be a single link of $\frac{1}{2}$ -inch chain (2 inches X 1/2 inch diameter)



RIGHT-OF-WAY MOWING: Seller shall mow right-of-way as designated by Inspector. All mowing shall be performed utilizing tractor with minimum 100hp engine and 15' mower.

1. **Type "A" Mowing** – Seller shall mow and trim around all gates and structures.
2. **Type "B" Mowing** – Seller shall mow as close to structure as possible without damaging structure. No trimming is required.

CHEMICAL APPLICATION: Following right-of-way mowing and trimming around structures and gates, Seller shall apply the Herbicide Picloram +2, 4-D (Tordon RTU marketed by Dow AgroSciences or equal) chemicals to all stumps around structures and gates. All herbicides will be applied at label rates and instructions per manufacturer's recommendations by a licensed applicator to achieve 95% kill. Seller shall be required to re-treat any stumps around structures and gates at any point within one year following the treatment as required to achieve the 95% kill. In certain areas, Inspector may eliminate chemical application around structures and gates.

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

All vegetation control chemicals must be approved by the Environmental Protection Agency and the State of Oklahoma for the specified use and shall conform to all Local, State, and Federal Regulations. Material Safety Data sheets for all chemicals specified herein shall be available and supplied with the Bid. Low-pressure nozzles are required as are drift control agents. A dye will be added to all mixtures to show the treated areas. The City reserves the right to take a sample of the tank mix at any time to confirm the correct type and quantity of chemicals. Failure of the sample to meet specified standards will result in re-application of chemicals at the City's chosen time. More than one sample failing to meet specifications will result in cancellation of the Agreement without compensation. Seller will pay testing fees on any sample that fails to meet specifications.

The Seller shall be responsible for all the appropriate reports, forms, or Pesticide Application records to the Oklahoma Department of Agriculture. In addition, the Seller must submit to the City the following:

- Date, time, and location of Applications
- Applicator's name and license number
- Herbicide used and application rate
- Weather conditions including wind speed, direction, and temperature

DISPOSAL OF MATERIAL CLEARED FROM ROWS AND CREEK CROSSINGS

Seller shall be responsible for disposal of all brush and trees cleared from right-of-way. Seller may chip and grind brush, plants and trees removed from the right-of-way and dispose of the chippings by evenly spreading it over the newly cleared right-of-way, providing that this material will not wash into a stormwater channel or sewer. Any trees, brush or woody plants not chipped and spread must be delivered to designated green waste center for disposal. Transportation costs are incidental costs and are to be invoiced by Seller according to rates established hereunder Exhibit A Delivery and Pricing.

Trash removed from right-of-way shall be paid at the same rate as Clear Brush. City shall pay dump fees to dispose of trash items. Green waste shall be delivered to green waste disposal site. Seller shall transport trees, brush, and woody plants to designated green waste center for disposal. Seller shall haul other trash and debris to Quarry Landfill for disposal.

The City will pay the cost of trash and debris disposal at Quarry Landfill. Seller shall follow all City, State, and Federal regulations in transporting creek crossing clearing debris. All vehicles and equipment transporting debris shall not exceed the maximum allowable load limit (pounds) of any road being used.

PROHIBITED PRACTICES: The use of Herbicides containing Arsenate Compounds is strictly prohibited. The use of Phenoxy Herbicides is strictly prohibited. All chemicals used shall be non-toxic to human, fish, and animal in the concentrations applied, and such chemicals shall not produce or create foul odors that may be objectionable or obnoxious to the general public on the areas in which this work is done.

Seller will not operate spray equipment when wind velocity exceeds ten (10) mph, and will use every precaution to prevent spray to drift onto private property or other areas adjacent to control sites. Other than spraying around structures and gates, clearing operations shall not involve the use of herbicides or defoliant.

Seller shall notify City's representative of trash and other items from illegal dumping that is found during right-of-way clearing, so these items can be inspected by the City prior to removal. Seller shall move these items from illegal dumping to the side of the area being cleared in order to continue right-of-way clearing.

If the Seller requests to work at non-regular times to provide Right-of-Way Clearing services, it must be approved in advance by the City's representative; however, there shall be no overtime or premium overtime markup.

TRIP CHARGE: If Seller is required to perform any work for this Agreement outside the Tulsa City limits, Seller will be paid a set fee for mileage per mile roundtrip from the Tulsa City limits, as identified in Exhibit A Delivery and Pricing.

DELIVERY REQUIREMENTS:

Seller shall agree and perform work as described herein meeting the response requirements of mobilization and licensing requirements of chemical application.

ATTACHMENT A – WORKSHEET**1 Right-Of-Way Clearing – Brush, Fallen Trees, Limbs, Trash, and Debris Removal**

Description				Qty	
1A.	Standard Mobilization	(within 48 hours)	Per each job	(\$_____) 4	(\$_____) 4
1B.	Emergency Mobilization	(within 4 hours)	Per each job	(\$_____) 4	(\$_____) 4
1C.	Clear Brush	(includes trees less than 3 inches in diameter)	Per acre	(\$_____) 60	(\$_____) 60

TOTAL COST FOR ITEMS 1A – 1C

Enter Total Here and in Exhibit A TOTAL

\$ _____

2 Creek Crossing Clearing – Brush, Fallen Trees, Limbs, Trash, and Debris Removal

Description				Qty	
2A.	Standard Mobilization	(within 48 hours)	Per each job	(\$_____) 4	(\$_____) 4
2B.	Emergency Mobilization	(within 4 hours)	Per each job	(\$_____) 4	(\$_____) 4
2C.	Clear Brush	(includes trees less than 3 inches in diameter)	Per labor hour	(\$_____) 24	(\$_____) 24
2D.	Overtime Rate		Per labor hour	(\$_____) 24	(\$_____) 24
2E.	Premium Overtime Rate		Per labor hour	(\$_____) 24	(\$_____) 24

TOTAL COST FOR ITEMS 2A – 2E

Enter Total Here and in Exhibit A TOTAL

\$ _____

3 Tree Removal by Diameter

Description				Qty	
3A.	3" to less than 4"		Per tree	(\$_____) 20	(\$_____) 20
3B.	4" to less than 6"		Per tree	(\$_____) 20	(\$_____) 20
3C.	6" to less than 12"		Per tree	(\$_____) 20	(\$_____) 20
3D.	12" to less than 18"		Per tree	(\$_____) 20	(\$_____) 20
3E.	18" to less than 24"		Per tree	(\$_____) 20	(\$_____) 20
3F.	24" to less than 30"		Per tree	(\$_____) 10	(\$_____) 10
3G.	30" to less than 36"		Per tree	(\$_____) 5	(\$_____) 5
3H.	36" to less than 42"		Per tree	(\$_____) 2	(\$_____) 2
3I.	42" to less than 48"		Per tree	(\$_____) 2	(\$_____) 2
3J.	48" to less than 60"		Per tree	(\$_____) 2	(\$_____) 2
3K.	60" to less than 72"		Per tree	(\$_____) 2	(\$_____) 2

TOTAL COST FOR ITEMS 3A – 3K

Enter Total Here and in Exhibit A TOTAL

\$ _____

4 Right-Of-Way Access Control – Build, Install, and Repair Gates

Description			Qty	
4A.	Build and Install single leaf gate On openings of 12'-15'	Per gate	(\$_____) 4	(\$_____) 4
4B.	Build and install double leaf gate On openings of 16'-20'	Per gate	(\$_____) 2	(\$_____) 2
4C.	Additional 2" pipe needed for fence construction and/or repair	Per foot	(\$_____) 40	(\$_____) 40
4D.	Additional 4" pipe for post construction and /or repair	Per foot	(\$_____) 20	(\$_____) 20
4E.	Repair of gate or fence	Per hour	(\$_____) 16	(\$_____) 16
4F.	Standard Mobilization (within 5 workdays)	Per each job	(\$_____) 4	(\$_____) 4
4G.	Emergency Mobilization (within 4 hours)	Per each job	(\$_____) 4	(\$_____) 4

TOTAL COST FOR ITEMS 4A – 4G

Enter Total Here and in Exhibit A TOTAL

\$

5 Right-Of-Way – Mowing and Trimming

Mowing requires use of 100HP (minimum) rated tractor with a 15' mower

Qty

5A.	"A" type mowing Mow and trim around all gates and structures	Per acre	(\$_____) 73	(\$_____) 73
5B.	"B" type mowing (omit trimming) Mow as close as possible to structures and gates	Per acre	(\$_____) 73	(\$_____) 73

6 Chemical Application

Chemical shall be applied by a licensed applicator

6A.	Chemical application as requested around structures	Per structure	(\$_____) 307	(\$_____) 307
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7 Trip Charge – Right-Of-Way or Creek Crossing Clearing

7A.	Charge for travel outside Tulsa City limits	Per mile	(\$_____) 3	(\$_____) 3
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TOTAL COST FOR ITEMS 5A – 7A

Enter Total Here and in Exhibit A TOTAL

\$

8 SOM Facility 9319 East 42nd Street North, Tulsa, Oklahoma 74115

8A.	Mow to turf-like condition and trimming weekly	Per visit	(\$_____) 200	(\$_____) 200
8B.	Spray pre-emergent twice a year: once in Spring, once in Fall	Per spray	(\$_____) 2	(\$_____) 2

TOTAL COST FOR ITEMS 8A – 8B

Enter Total Here and in Exhibit A TOTAL

\$

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If You have any questions regarding registration, email Jina Djahedian at purchasing@cityoftulsa.org or check the City's ["Selling to the City" Website](#).
2. **Pre-Bid Conference**: If a Pre-Bid Conference is required, see the first page for time and location.
No Pre-Bid Conference To Be Held
3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

☐ Electronic Copy also required.

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

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

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

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

Exceptions to Timeliness Requirement

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

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

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

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

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

6. **Bid Opening**: All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

IV. BID EVALUATION AND AWARD

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

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

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

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

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.

V. BID PROCESSING

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

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

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

3. **Insurance:**

Yes: ☒

No: ☐

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

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer

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

4. **Bonding:**

Yes: ☐

No: ☒

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

Yes: ☐ No: ☒

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

Yes: ☒ No: ☐ If yes, number of references required: 2

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

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

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

EXHIBIT A – DELIVERY AND PRICING

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

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

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

Pricing:

Description	Total Cost
Total Cost For Items 1A – 1C	\$
Total Cost For Items 2A – 2E	\$
Total Cost For Items 3A – 3K	\$
Total Cost For Items 4A – 4G	\$
Total Cost For Items 5A – 7A	\$
Total Cost For Items 8A – 8B	\$
TOTAL EXTENDED COST NOT TO EXCEED: (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)

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Liability Company

☐ Limited Partnership

☐ Limited Liability Partnership

☐ Limited Liability Limited Partnership

☐ Other: _____

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

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

☐ Email from Assigned Buyer

☐ City of Tulsa Website

☐ Tulsa World posting

☐ Purchasing search engine

☐ Industry colleague

☐ Other: _____

AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
COUNTY OF _____)ss.

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.

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

By: _____
Signature
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an Authorized Agent and notarized

PURCHASE AGREEMENT

(Page 1 of 5)

INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply DBA and address) (the "Seller").

WITNESSETH:

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

TAC789E Utility Right-of-Way Clearing / Mowing Services

(the "Supplies and/or Services").

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

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

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

1. Definitions.

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

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

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.

PURCHASE AGREEMENT

(Page 2 of 5)

4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

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

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

PURCHASE AGREEMENT

(Page 3 of 5)

14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
16. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
18. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
19. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

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

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

20. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
21. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
22. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Seller:	To CITY:	Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form. City Clerk CITY OF TULSA, OKLAHOMA 175 E. 2 nd Street, Suite 260 Tulsa, Oklahoma 74103
	With a copy to:	Tulsa Purchasing Division 175 E. 2 nd Street, 15 th Floor Tulsa, OK 74103
23. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment

PURCHASE AGREEMENT

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of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

24. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
27. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement.
28. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
29. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
30. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
31. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
32. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
33. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
34. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 34.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 34.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 34.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

PURCHASE AGREEMENT

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

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

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

36. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

IMPORTANT NOTE: This document must be signed by Authorized Agent. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

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

ATTEST:

By: _____

Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

BIDDER CHECKLIST

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

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

Bidder's Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 15-17	
Specifications	3-12	
Attachment A – Worksheet	13-14	
Certificate of Insurance	18	
References (if applicable)	19	
EXHIBIT A: Delivery and Pricing	20-21	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	22	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	23-27	

PACKING LABEL

Top Left Corner

Your Company Name

Street Address

City, State, Zip Code

FROM:

City of Tulsa – City Clerk’s Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 789E

BID DESCRIPTION: Utility Right-of-Way Clearing / Mowing Services

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

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