

6/3/2026

INVITATION FOR BID TAC 1404

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 Exhibit A, page 18** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CLARIFICATION: A question came in about previous year numbers. This is the first bid for this service on this property so there are not historical numbers to be provided.

QUESTION 1. Are we required to replace the decorative gravel inside the rock beds?

ANSWER 1. See page 8 under Miscellaneous Service.

Invitation for Bid (IFB)

TAC 1404

Supplies or Services Requested: Public Safety Center
Groundskeeping

Department: Asset Management

NIGP Commodity Code(s): 988-36, 988-52, 988-72, 988-88, 988-89, 968-50

Solicitation Schedule

EVENT	DATE
IFB Issue Date	05/14/2026
Pre-Bid Conference <i>12222 E 48th St. Tulsa, OK 74146</i>	05/22/2026 at 08:30 AM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	06/01/2026 <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>	06/10/2026

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

Samantha J. Toothaker, Senior Buyer | stoothaker@cityoftulsa.org
*All questions should be emailed with **TAC 1404** 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.***



I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure a source to purchase Groundskeeping services for the Public Safety Center campus for 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-VI) 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, board chair or board vice chair (or the vice president if the corporation was formed in Oklahoma) 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 certificate of secretary indicating the authority is still valid and was in full force and effect on the date of the signature. (See IFB Section VI for sample of a Certificate of Secretary)
- **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)** – any manager of the LLC elected by the members of the LLC, or any member signing as manager of the LLC. All other signers will need a Consent of Members signed by all the Members of the LLC authorizing their signature on or up to 30 days before the date of their signature. (See Section VI for sample of a Consent of Members)

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

It is recommended that Signatory Authorization Documentation for the Authorized Agent is included at the time of Bid Submission. Please ensure the Authorized Agent is using the correct and appropriate title based on organization type(s) listed above when signing Bid documents.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City of Tulsa is requesting Bids for Groundskeeping services for the Public Safety Center located at 12222 East 48th Street, Tulsa, OK 74146. The campus is approximately 45 acres and includes a 3 acre pond.

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 500 lbs. 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 Seller will be an independent company and in no way classified as a City of Tulsa employee. City of Tulsa employees will not be permitted to bid on this Agreement or work for the Seller on this Agreement.

The Seller will be familiar with this type of work and have the necessary equipment and personnel to perform the work within the time specified. Seller will be responsible for examining the work site, all labor, equipment, and materials required to maintain the grounds.

The Seller shall be always responsible for the character and actions of their employees while working on this Agreement. Any disrespectful or discourteous actions toward the public will not be tolerated.

The Seller will be required to submit a list of their crew member full names, any aliases, and dates of birth, and any other information required to allow the City to create photo id badges and run criminal background checks on those persons who will regularly be performing groundskeeping service at the Public Safety Center Facilities.

The Seller must have a current Oklahoma Pesticide Applicator License number and each of the applicators must have a current certified applicators license. **The Applicator License must be for the appropriate category of pesticide application for the work being done.** If the City allows spraying to be sub-contracted to a spraying company, the licenses of the sub-contracted business are also required. The sub-contracted company and applicators license numbers shall be provided to the City within five (5) days after award of Bid. Licenses must be current, valid, and verifiable.

The Seller shall comply with all applicable federal, state, municipal laws, and ordinances and shall be subject to product testing of chemicals used. Such test(s) may be conducted at any time by the City of Tulsa and / or the Oklahoma State Department of Agriculture, and MSDS sheets shall be provided and on file for products being used.

General Requirements to be performed by Seller:

Areas to be Maintained: The area to be maintained includes the center road medians along East 48th Street (formerly known as State Farm Boulevard) beginning at South 129th East Avenue running to the western edge of the road. The eastern edge of the property line extends beyond the interior road on the western side of the Oklahoma Cancer Specialists building and runs northeast back to East 48th Street. The northern boundary includes but does not extend beyond the road medians. The western boundary is indicated by the tree line, and a fence is erected along the southern boundary bordering the greenspace next to the Broken Arrow Expressway.

Growing Season: Seller and the site's Department Representative will determine the site's growing season dates annually. Weekly, biweekly, and monthly services may shift to an as-requested basis outside of the determined growing season at the Department Representative's discretion and also during periods of extreme drought, heat, precipitation, and/or Ozone Alert days during the growing season.

Work Hours and Traffic Control: Work hours shall be at the discretion of the Seller provided the operations do not interfere with normal traffic or disrupt the public peace. Interference with the public shall be kept to a minimum. The Seller is required to provide signage for all work on the street right-of-way, and it shall conform with The Manual of Uniform Traffic Control Devices. All signage costs shall be included in the Bid price.

Mowing: Mowing service shall be performed weekly during the site's determined growing season. Weekly services may shift to an as-requested basis outside of the determined growing season at the Department Representative's discretion and also during periods of extreme drought, heat, precipitation, and/or Ozone Alert days during the growing season. **No mechanized work is to be performed on Ozone Alert days.**

Grass shall also be kept from overgrowing irrigation sprinkler heads. Mowing patterns should be routinely altered to help reduce soil compaction, scalping and weed invasion. Care shall be taken to avoid damage by mowers to tree trunks, irrigation heads and any other utilities, facilities or structures within or adjacent to turf areas. Any damage caused by Seller's negligence shall be repaired by Seller at Seller's expense.

Collection of grass clippings is required only to prevent grass clumps from being left on the turf. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind). No clippings shall be discharged towards or into: mulch or stone beds, pavement, walkways, buildings or the pond, etc. All paved surfaces (walkways, driveways, streets, and curbs) shall be blown clear of debris before leaving.

Mowing height shall be determined by best practice for the type of grass currently installed and both season and weather variables. A uniform and neat appearance is to be maintained at all times.

Edging Walkways and Curbs: Walkway and curb edging service shall be performed on a biweekly basis.

Debris Clean-Up: Clean-up service is to be performed weekly during the site's determined growing season. Litter and Hazard removal shall be done weekly prior to each mowing service. The campus will be cleaned of litter, debris, dead limbs, broken glass, etc. Hazardous conditions shall be reported to the Department Representative immediately. All debris from shrub trimming, bed maintenance, hedge trimming, tree pruning, and leaf litter is to be removed from the site by Seller.

Shrub Trimming and Ongoing Bed Maintenance: Shrub trimming service is to be performed monthly during the site's determined growing season. Shrubs are to be trimmed to a uniform height and shape. All bedding areas, including the ornamental stone beds, will be weeded and cultivated. Ongoing bed maintenance service shall be performed on a biweekly basis or as needed to maintain a neat appearance.

Hedge Trimming: Hedges shall be trimmed frequently to keep pace with the growth rate of the plantings. All formal hedges, separate from shrubs, shall be pruned at least twice per growing season. All trimmings and debris shall be removed and disposed of off-site.

Mulch Application: A minimum of one inch of mulch will be applied to all mulch bed areas during the spring planting. If necessary, additional mulch may be added in the fall to maintain the one-inch mulch ground cover. Mulch tree rings shall be applied at a depth of 2" to 4" of mulch annually in the spring and refreshed in the fall ensuring that the mulch remains 2" – 3" away from the trunk. Mulched beds and tree rings are to be edged when applying mulch in the spring and during the fall mulch refresh.

Seasonal Flowers and Plants: Sufficient flowers and bedding plants will be planted to accentuate the current array of shrubbery in site specific beds subject to the Department Representative's approval. This occurs in both spring and fall.

Irrigation System: The irrigation system will be started and inspected at the beginning of the season. The irrigation pipe system is original to the building, and the controller system is Rain Bird brand. The controller system is two to three years old. Department Representative must approve maintenance repairs, not caused by Seller damage, before proceeding. Seller is responsible for repairs, at no cost to the City, caused by damage incurred by their employees or equipment when performing the Bid services. There shall be a second inspection of the system prior to the irrigation system being shut down in the fall.

Hardscape Areas: Weeds found in hardscape concrete, asphalt, or other paved surface cracks shall be sprayed with a broad-spectrum herbicide as needed.

Weed Control, Pesticides and Fertilizers: The mandatory chemical/pesticide applications that are needed are two pre-emergent treatments and two post-emergent treatments. Up to two turf fertilizer applications may be applied at the discretion of the Department Representative.

Any other chemicals, herbicides (weed killers), insecticides, fungicides or fertilizers must be pre-approved in writing by the Department Representative before treatment is applied. Any deviation from the recommended program must be approved, in writing, by the Department Representative before any application is made. If granular fertilizer is applied, all hardscape areas must be blown off to remove granules. This is particularly important if the application contains iron as this may stain the hardscape surface when the granules get wet.

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 at the time of application. Low-pressure nozzles are required as are drift control agents.

The City reserves the right to take a sample of the tank mix at any time to confirm the correct type and quantity of chemicals. Failure of the sample to meet specified standards will result in re-application of chemicals at the City's chosen time. More than one sample failing to meet

specifications will result in cancellation of the Purchase Agreement without compensation. Seller will pay testing fees on any sample that fails to meet specifications.

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

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

Prohibited Practices:

- Application of herbicides containing Arsenate compounds and/or Phenoxy Herbicides to City property is strictly prohibited.
- Using chemicals which are toxic to human, fish, and animals in the concentrations applied. Using such chemicals that produce or create foul odors that may be objectionable or obnoxious to the general public on areas in which this work is done.
- Operation of spray equipment when wind velocity exceeds ten (10) mph. Seller will use every precaution to prevent spray from drifting onto private property or other areas adjacent to control sites.

Pond Maintenance: The campus includes a pond (approximately 3 acres) with terraced areas and a recirculating pump fountain. **At no time can landscape debris be discharged, directed toward, or blown into the pond.** Seller shall treat algae blooms, which may include stocking the pond with algae eating carp, scooping the algae with large skimmers or by chemical application. If treating algae bloom with chemical application, Oklahoma Pesticide Applicator License Category 5 must be current and on file with contract. MSDS sheets shall be provided and on file for products being used. **Recirculating pump fountain make/model/type is unknown at this time.**

- Algae treatment will only be done as needed.
- The work may not be sub-contracted to any other company or individual without requesting such in writing and receiving **prior written consent** from the Department Representative.
- Any sub-contractor approved by the City shall meet the same requirements of these Specifications (insurance, licensing, performance, applicable bonds) as the Seller.

Tree Pruning: Seller shall prune trees to their intended growth form and remove dead, broken, and/or crossing over branches. Early flowering trees shall be pruned immediately after flowering to encourage next year's bud growth.

All trees shall be pruned annually in the winter by qualified personnel using horticultural sound methods and approved techniques. Excessive pruning, stubbing back, or topping is not permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Shearing or "Lolli popping" is not permitted unless specifically approved by the Department Representative.

Safety Clearance on Trees – Trees should be maintained to achieve an eight (8) foot clearance for all branches over walkways and within the landscaped areas and fourteen (14) foot clearance for branches overhanging beyond curb lines into the paved section of roadways to maintain safe

vehicular and pedestrian visibility, clearance and access to prevent or eliminate hazardous situations. Trees shall be trimmed to prevent encroachment onto private property.

All limbs two (2) inches or greater in diameter shall be undercut to prevent splitting.

- All trees shall be thinned of smaller limbs to distribute the foliage evenly and suckers shall be cut flush with the trunk or limb.
- No stubs will be permitted.
- Broken and hanging limbs below fourteen (14) feet in height shall be removed. If broken and hanging limbs are above fourteen (14) feet, Seller shall notify Department Representative immediately.

Spring and Fall Clean Up: At the beginning of the growing season, Seller shall tidy the campus prior to the first mowing service. At the end of the growing season, Seller shall remove leaves after the first fall and any tree debris and/or landscaping debris. A second and final leaf clean-up will be done once all leaves have dropped.

Snow Removal and Ice Melt Application: Snow removal services, including in clearing the parking lots and East State Farm Boulevard South, will be handled by the snow removal contractor. Ice melt supplies and application will be handled by City staff.

Tree Removal: Any dead or fallen trees will be removed as needed after permission is granted by the Department Representative. This is to be billed at the Miscellaneous Service hourly rate.

Miscellaneous Service: An hourly rate will be established for all other work requested of the Seller by the Department Representative in keeping with typical Groundskeeping and Landscaping services such as but not limited to leaf removal, tree limb removal, etc. All miscellaneous service projects must be quoted and approved by the Department Representative prior to work commencing.

Damaged Property: Seller shall notify the Department Representative of any damaged plant materials prior to mowing service and the Department Representative will determine the degree of damage. Repairs and/or replacement of plant or turf materials are subject to the Department Representative's approval first.

Seller will be responsible for repairs and/or replacement of plant materials that were damaged by their employees or equipment during the performance of Bid services. This also includes but is not limited to any damage (chemical or mechanical) to fences, irrigation system components, newly planted trees/shrubs, flowerbed borders, existing trees, etc., which are the responsibility of the Seller and shall be restored to their original condition at no added cost to the City of Tulsa. The Department Representative shall be notified of and inspect the damage prior to Seller restoring items to their original condition.

Equipment: The Seller must have the necessary equipment to perform the work. An equipment list is required to be submitted with Seller's bid response.

Safety Program: Bidders shall have a formal written safety program and provide a copy of that program along with their Bid.

Specification Attachment Checklist:

In addition to the items required for the Bid as listed on the checklist at the end of the IFB, use the following checklist to ensure You have provided all required attachments based on the Specifications. Bids submitted by the Seller must include the following attachments, as required by the Specifications:

- Equipment list
- List of crew performing work on-site including full names, any aliases, and dates of birth
- Copy of Seller's formal written Safety Program
- Current Oklahoma Pesticide Applicator License(s)

Secondary Or Back-Up Source:

The City reserves the right to purchase from a secondary or back-up source to be used in the event of failure of the primary source(s) ability to supply the full needs of the City.

Service Period: The service period will be approximately 12 months.

Contract renewals: The following documents are required to be submitted annually with contract renewals.

Updated equipment list

Updated list of crew performing work on-site including full names, any aliases, and dates of birth

Any updates to Seller's formal written Safety Program

Current Oklahoma Pesticide Applicator License(s)

Updated Certificate of Insurance

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 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 is 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 receipt of the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will include the time, date, and location (or virtual meeting link (if applicable) for the Standard, Specifications, and Award (SSA) committee meeting at which the Bid award recommendation will be considered.

Bidders not recommended for award may submit an appeal via email to the Assigned Buyer before the SSA meeting.

SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

During this meeting, Bidders not recommended for award may present and request that the Bid award recommendation be reconsidered.

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 you are 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
- G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

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 Involved:** **Yes:** **No:**

6. **References Required:** **Yes:** **No:**

If yes, number of references required: 3

For each reference, the following information must be included: Company Name, Contact Name, Full Mailing 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:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	() _____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____

7. **Data Rider:** If the box is checked "Yes," the Data Rider is **required:** **Yes:** **No:**

8. Any documents provided in response to subsections 4 through 7 above are by this reference fully incorporated into the Agreement as if set-forth entirely in this Section V.

VI. SAMPLE FORMS

Certificate of Secretary

The undersigned _____ (Assistant) Secretary of _____, a _____ corporation, (the "Corporation") hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation on the _____ day of _____, 20__.

RESOLVED, that _____ is authorized to execute and enter bids, contracts, bonds, affidavits and any ancillary documents, on behalf of the Corporation.

The undersigned further certifies that this Resolution is in full force and effect as of the date of this Certificate and has not been amended, modified, revoked or rescinded.

IN WITNESS WHEREOF, I have executed this Certificate this ___ day of _____, 20__.

(Signature)

Printed Name

(Assistant) Secretary

[NAME OF COMPANY], LLC

Consent of Members

The undersigned, being all of the Members of [Name of Company], LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by _____ [name of Authorized Representative] on behalf of [Name of Company], LLC of bid proposals, contracts, affidavits and related documents in connection with [Name of Project] of the City of Tulsa.

DATED, this ___ day of _____, 20__. [Date must be dated date authorized representative signed or up to 30 days before the authorized representative signed]

[Signature]

Name Printed: _____

Title

Name Printed: _____

[Title]

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

Disclaimer Statement: This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney."

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:

Section 1: Services

Item	Description	Est. Annual QTY	Unit Cost	Extended Cost
1.	Mowing, Edging & Clean-Up	35	\$	\$
2.	Shrub Trimming & Bed Maintenance	6	\$	\$
3.	Hedge Trimming	2	\$	\$
	Mulch Application – Spring & Fall Refresh	2	\$	\$
	Edging Service - Mulch Beds & Tree Rings	2	\$	\$
	Seasonal Flowers & Plants Installed – Spring & Fall	2	\$	\$
	Irrigation System Start-Up - Spring	1	\$	\$
	Irrigation System Maintenance & Inspection	2	\$	\$
	Irrigation System Shut Down - Fall	1	\$	\$
	Hardscape Area Weed Control – Includes Chemicals	6	\$	\$
	Chemical Application – Pre-Emergent Includes Chemicals	2	\$	\$
	Chemical Application – Post-Emergent Includes Chemicals	2	\$	\$
	Fertilizer Application Includes Materials	2	\$	\$
	Tree Pruning	2	\$	\$
	Spring Campus Clean Up	1	\$	\$
	Fall Campus Clean Up	2	\$	\$

Item	Description	Est. Annual QTY	Unit Cost	Extended Cost
	Miscellaneous Service Cost per person per hour	4 hrs	\$	\$
SECTION 1 TOTAL EXTENDED COST NOT TO EXCEED:		\$ _____		

Section 2: Materials

Item	Description	Est. Annual QTY	Unit Cost	Extended Cost
1.	Mulch – per 2 cubic foot bag	1500	\$	\$
2.	3-gallon Replacement Shrubs	3	\$	\$
3.	6-foot Replacement Trees	3	\$	\$
4.	Flat of Flowering Annuals	12	\$	\$
SECTION 2 TOTAL EXTENDED COST NOT TO EXCEED:		\$ _____		

Section 3. Pond Maintenance

Item	Description	Est. Annual QTY	Unit Cost	Extended Cost
1.	Monthly Pond Maintenance	9	\$	\$
2.	Service Call Hourly Rate (outside of monthly maintenance)	3	\$	\$
3.	Parts – Cost plus Percentage Markup			%
SECTION 3 TOTAL EXTENDED COST NOT TO EXCEED:		\$ _____		

1.	Section 1 Total Extended costs	\$
2.	Section 2 Total Extended costs	\$
3.	Section 3 Total Extended costs	\$
GRAND TOTAL OF ALL SECTIONS:		\$ _____

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 shall be limited to the lesser of:**

- a. The change in the Consumer Price Index from BLS Table 1 ([linked here](#)) from the prior year.
- b. Or the following fixed percentage: _____ %.

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"/> Partnership
<input type="checkbox"/> Corporation
<input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Limited Liability Limited Partnership
<input type="checkbox"/> Other: _____ |
|--|---|

Bidder's Address: _____

Street	City	State	Zip Code
--------	------	-------	----------

Bidder's Website Address: _____

Sales Contact:

Contact for Legal Notice:

Name: _____

Name: _____

Title/Position: _____

Title/Position: _____

Street: _____

Street: _____

City: _____

City: _____

State: _____

State: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

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

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

END OF EXHIBIT A

PURCHASE AGREEMENT

(Page 1 of 5)

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

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

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

WITNESSETH:

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

TAC 1404 Public Safety Center Groundskeeping

(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-VI, 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. **Acknowledgment.** If Seller has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, Seller hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103

PURCHASE AGREEMENT

(Page 4 of 5)

24. **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 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.
25. **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.
26. **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.
27. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
28. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.

PURCHASE AGREEMENT

(Page 5 of 5)

35. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:

- 35.1. 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;
- 35.2. 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;
- 35.3. 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;
- 35.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 35.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.

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

37. **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, III, IV)	2-3, 10-12	
Specifications (Section II)	4-9	
Insurance Requirements, Bonding, Funding (Section V)	13	
References (Section V, required form)	14	
Sample Forms (Section VI)	15	
EXHIBIT A: Delivery and Pricing (required form)	16-19	
Affidavits (required form) Signatures of Authorized Agent and notarization required. Reference Page 2: Authorized Agent	20	
Purchase Agreement (required form) Complete legal name in first paragraph and signature block. Signature by Authorized Agent required. Reference Page 2: Authorized Agent	21-25	
Bidder Checklist	26	
Required Bid Response Attachments: (1) Equipment List, (2) Crew Members List, (3) Copy of Safety Program, (4) Copy of Oklahoma Pesticide Applicators Licenses(s) (Attach all to the back of Bid Packet)		
Certificate(s) of Insurance (Attach at the back of Bid Packet)		
Signature Authorization Documents (Attach at the back of Bid Packet)		

- **Any contact with City Employees or Officials, other than the Assigned Buyer, for or about this solicitation will disqualify Your Bid and it shall be deemed non-responsive.**

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 1404

BID DESCRIPTION: Public Safety Center Groundskeeping

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.