

# Invitation for Bid (IFB)

TAC 396H

**Supplies or Services Requested:** Landscape Maintenance - NSWWTP

**Department:** Water and Sewer

**NIGP Commodity Code(s):** 988-36

## Solicitation Schedule

EVENT	DATE
IFB Issue Date	06/08/2026
<b>Mandatory Pre-Bid Conference</b> 5628 N.105th E. Ave., Tulsa, OK 74117-4014	<b>06/15/2026 at 10:00 AM CDT</b>
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	06/22/2026 <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>	07/01/2026

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

Rachel Harders, Buyer | [rachelharders@cityoftulsa.org](mailto:rachelharders@cityoftulsa.org)  
*All questions should be emailed with IFB TAC 396H on the subject line.*

**Submit Bids (sealed) to:**

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

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



## I. STATEMENT OF PURPOSE:

### 1. **Overview and Goals**

The goal of this solicitation is to secure a source to provide Landscape Maintenance for the Northside Wastewater Treatment Plant (NSWWTP) for 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-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.

## II. SCOPE OF SERVICES AND SPECIFICATIONS

### **1. Scope of Services**

The City is requesting Bids for Landscape Maintenance for the Northside Wastewater Treatment Plant for the Water and Sewer Department.

#### **Seller Qualifications:**

- Bidders must provide copies of current State of Oklahoma Commercial Pesticide Applicators Licenses with their Bid to be considered for award.

The Seller is required to satisfy all licensing requirements of the State of Oklahoma Department of Agriculture. All licenses must be current and valid.

#### **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 Bidder will be familiar with this type of work and have the necessary equipment and personnel to perform the work within the specified time. Bidder will be responsible for all labor, equipment and material required.

- Bidders must submit equipment and employee lists with their Bid to be considered for award.

The City reserves the right to visually inspect and verify equipment before award.

#### **Licensing:**

The Bidder will be responsible for compliance with all applicable federal, state and municipal laws and ordinances and shall be subject to product testing of chemicals used. Such test(s) may be conducted at any time by the City of Tulsa or the State Department of Agriculture.

**Chemical Use:** The Seller will strictly adhere to all application rates, instructions, requirements and procedures of the product label. The Plant Representative will report any chemical misuse by the Seller to the State Department of Agriculture. The Seller will be solely responsible for any fines or penalties resulting from said misuse. One application rate will be used for all acres treated during an application. The rate of chemical applied on a per acre basis shall never exceed the manufacturer's maximum allowable amount recommendation, as established in the Environmental Protection Agency's label for non-cropland areas. Seller must have labels and MSDS sheets for all chemicals they are applying in their possession at the time of application. All chemicals applied for vegetation control must be approved by the Environmental Protection Agency and the State of Oklahoma Department of Agriculture for their intended use.

- The Bidder shall have a formal, written safety program and provide a copy of that program along with this Bid to be considered for award.

The Seller shall be responsible for the character and actions of its employees at all times while working on this contract. Any disrespectful or discourteous actions toward the public will not be tolerated.

The work may not be sub-contracted with any other company or individual without requesting such in writing and receiving prior written consent from the Water and Sewer department, Northside Wastewater Treatment Plant Representative. Any sub-contractor permitted will have the same insurance, licensing and performance bond, and all other requirements of these specifications as the contract holder.

The amount to be contracted will depend upon the need and the funds available and there is no guaranteed level of work.

**Examination of Work Sites:**

The Bidder shall be responsible for examining the work sites and be familiar with work required at each site. The submission of a Bid is taken as evidence that the Bidder is familiar with the work site and work required.

**Maintenance Area:**

A tour of the maintenance area will be available immediately after the pre-bid conference.

**General Specifications:**

- A. The Plant Representative will determine if and when mowing is appropriate and needed. The Seller must be contactable by the City during normal business hours. Calls made to the Seller must be returned within 2 hours from the time the message is left. Active contact numbers must be on file with the Representative at all times.
- B. It is expected that services will begin within 48 hours from the time notification is provided to the Seller. Failure to meet either the 2-hour or 48-hour time requirements will be considered as a failure of the Primary Seller to supply the full needs of the City and may result in the City contacting the Secondary Seller for the needed service.
- C. Work will not be permitted whenever the Plant Representative determines that the condition of the grounds is not adequate to accommodate the Seller's equipment. Work will not be permitted when conditions are wet or when the grounds are soft. No work will be permitted on "ozone" days.
- D. The Seller shall furnish all the materials and perform all of the work to be undertaken, and the Seller must provide a valid phone number and address at all times to the Plant Representative.
- E. All materials, tools and equipment used in performing the work outlined herein, will be furnished by the Seller and must be removed from the site at the end of each working day or properly secured with prior approval from the Plant Representative. The City will not be responsible for equipment left on City property. Chemicals, herbicides (weed killers), insecticides, fungicides and fertilizers shall be approved by the Plant Representative.

- F. The Plant Representative will be available for consultation and supervision from the start date of the Agreement until completion. If at any time it is determined by the Plant Representative that the work performed is in violation of the Agreement, the Plant Representative may stop the work until the problem is resolved.
- G. Before the crew leaves their base of operations, the Seller shall notify the Plant Representative that the crew is in route. The Seller shall provide the name(s) of the crew, and the City of Tulsa personnel will match the crew(s) photo id(s) upon arrival at the Plant. The Plant Representative will ensure that there is no unauthorized entry to Plant grounds while Seller is on site.
- H. Any property that is added to the Agreement by addendum, shall be awarded to the current Seller at the per unit charge (Hour/Sq. Ft.) as shown in the extra services schedule.

**Mowing Requirements:**

- A. Initial property clean-up: The Seller will clear the area of litter, debris, tree limbs, etc. prior to each mowing and trimming.
- B. Grounds mowing: The Seller will not be guaranteed a minimum number of mowings per year. The number of mowings required in an average year is shown below, however, due to variations in the weather, the number of mowings may vary from month to month

- 1. Areas required to be maintained in a turf-type condition will be mowed approximately thirteen times during a normal year according to the following schedule.

April - once/month	August - twice/month
May - twice/month	September - twice/month
June - twice/month	October - once/month
July - twice/month	November - once/month

Mowing to be accomplished to a height of 1-1/2" to 2-1/4" with a fine cut mowing blade.

Seller shall keep all fence lines in the area free from overgrown vegetation by application of herbicide and by trimming.

- 2. Areas required to be maintained in a non-turf condition may be removed as hay or mowed one to three times a year. The frequency shall be as directed by the Plant Representative.

Seller shall keep all fence lines in the area free from overgrown vegetation by application of herbicide and by trimming.

- C. Weeds/grass trimming: Remove, trim, or spray grass and weeds growing near structures, trees, poles, sidewalks or culverts every scheduled mowing. Edging must be performed along curb lines and sidewalks as needed to keep edges neat. Turf clippings that are heavy or smothering after mowing are to be removed. Sweep sidewalks, mow strips, and roads clear of all grass. Keep fence lines free of weeds.
- D. Herbicide application: Herbicide shall be applied to control weeds, grass, vines, brush, and other vegetation in specific areas as stated in Bid Specifications and Exhibit A. Herbicide shall be applied to the rip-rap on the creek side of the levee which begins at the southeast

corner of the Northside sludge lagoons and follows Mingo and Bird Creeks to the northwest corner of area #5. One application shall be made when conditions are right in early spring. Herbicide must include dye.

- E. Litter: All litter must be removed from the site before each mowing. All grass and leaf clippings shall be swept or blown from sidewalks, streets, and maintenance trails after mowing as needed.
- F. Hazard removal/hazard notification: Pick up and remove any broken glass from all hard surfaces and turf areas before each mowing. Seller must notify the Plant Representative of all hazards found within the mowing area. Hazards which may affect the safety of the public and need to be corrected by the City of Tulsa should be brought to the attention of the Plant Representative immediately.
- G. Damaged property: The Plant Representative shall be notified of damaged Plant materials resulting from mechanical injury or storm damage. Any hazardous conditions, storm damage, or any other obstacles in working the site shall be reported to the Plant Representative immediately prior to performing the work. The Seller will be responsible for repairs on all Plant materials damaged by their employees or equipment and for replacement of all trees, shrubs, and ground covers destroyed by their employees and equipment during performance of maintenance work. The Plant Representative will determine the degree of damage. Seller will confer with the Plant Representative before replacement of any dead or damaged Plant materials. Turf damage will be corrected including reseeding or sodding of the damaged areas at the Seller's expense. The Seller will be responsible for repairs to irrigation systems, fences, utilities, and other City property damaged by their employees or equipment. The Seller will be responsible for marking any concealed property to prevent damage during maintenance work. All markings shall be approved by the Plant Representative.
- H. Extra services: The Plant Representative reserves the right to make additions to or deletions from the services at the specified locations or the addition of new locations by giving the Seller a ten (10) day written notice of intent. Sellers are therefore asked to provide a per hour charge for the extra services specified for locations that may be added at a later date.

The extra services consist of the following:

1. Mow to turf-type conditions.
2. Mow to non-turf-type conditions.
3. Grass and weed trimming.
4. Debris and litter removal beyond that covered by Technical Specifications.
5. Shrubs, weed, and tree trimming including removal and disposal.
6. Tree removal and disposal.
7. Plant bulbs/flowers including tulips, mums, and periwinkles.
8. Fertilization with dye.
9. Herbicide application with dye.

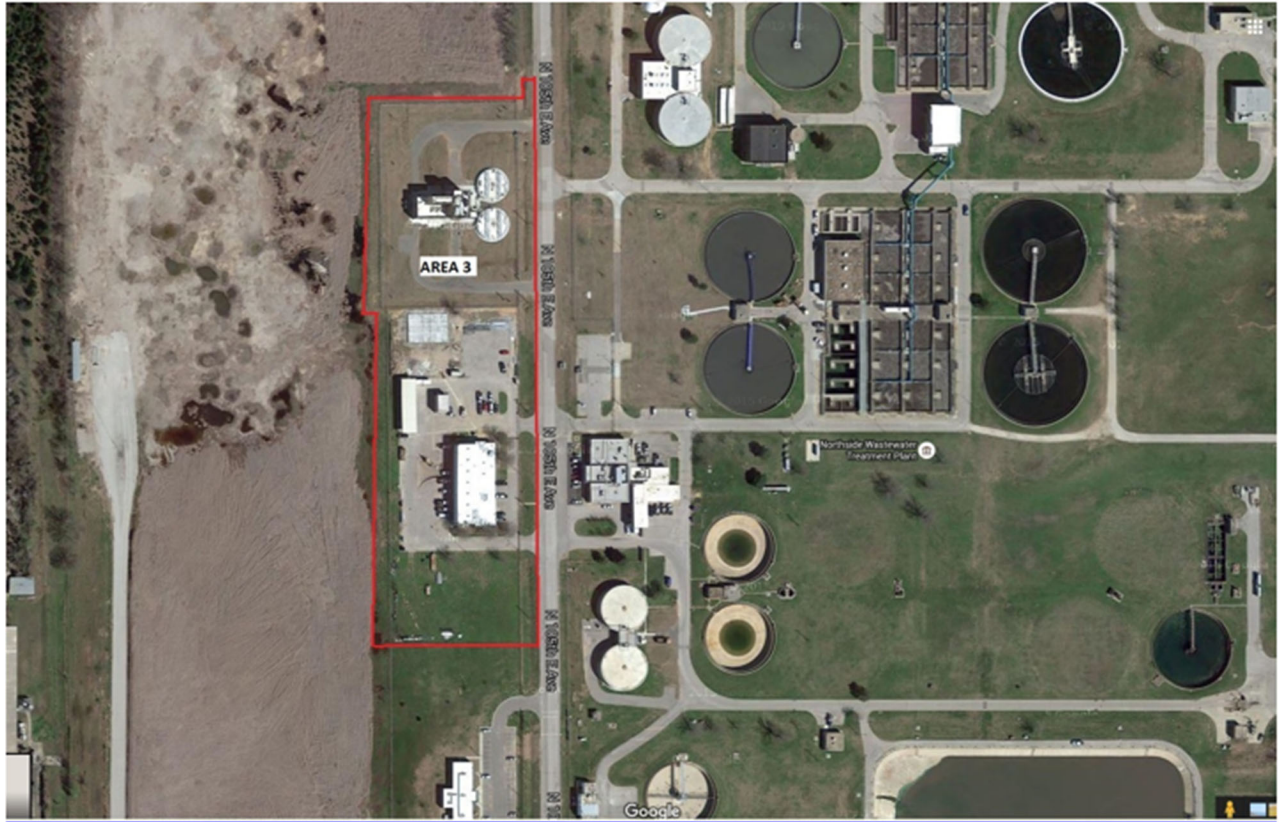
**Site Locations**

Area	Description	Address	
1	Northside Plant (South)	5665 N 105th E Ave	Tulsa
2	Northside Plant (North)	5665 N 105th E Ave	Tulsa
3	Northside Main/Headworks	5668 N 105th E Ave	Tulsa
4	Northside Sludge Lagoons	5665 N 105th E Ave	Tulsa
5	Northside North Field	5665 N 105th E Ave	Tulsa
6	Northside P-V Relief #1	10400 E 56th St N	Tulsa
7	Northside P-V Relief #2	9590 E 56th St N	Tulsa
8	Apache Lift Station	10302 E Apache St	Tulsa
9	Interceptor Lift Station	8520 E 55th Pl	Tulsa
10	Mingo Flow Equalization Basin	10468 E Pine St	Tulsa
11	Mingo Diversion Structure	10200 E Easton St	Tulsa
12	Flat Rock Flow Equalization Basin	2980 E 56th St N	Tulsa
13	Coal Creek Flow Equalization Basin	3131 N Erie	Tulsa
14	Coal Creek Flow Equalization Basin	3131 N Erie	Tulsa
15	Lower Bird Creek Plant	51 W 36th St N	Catoosa
16	Port South Lift Station	1000 W Ft Gibson	Catoosa
17	Port South Lagoons	1000 W Ft Gibson	Catoosa
18	Northside Administration Building	5628 N. 105th Ave.	Tulsa

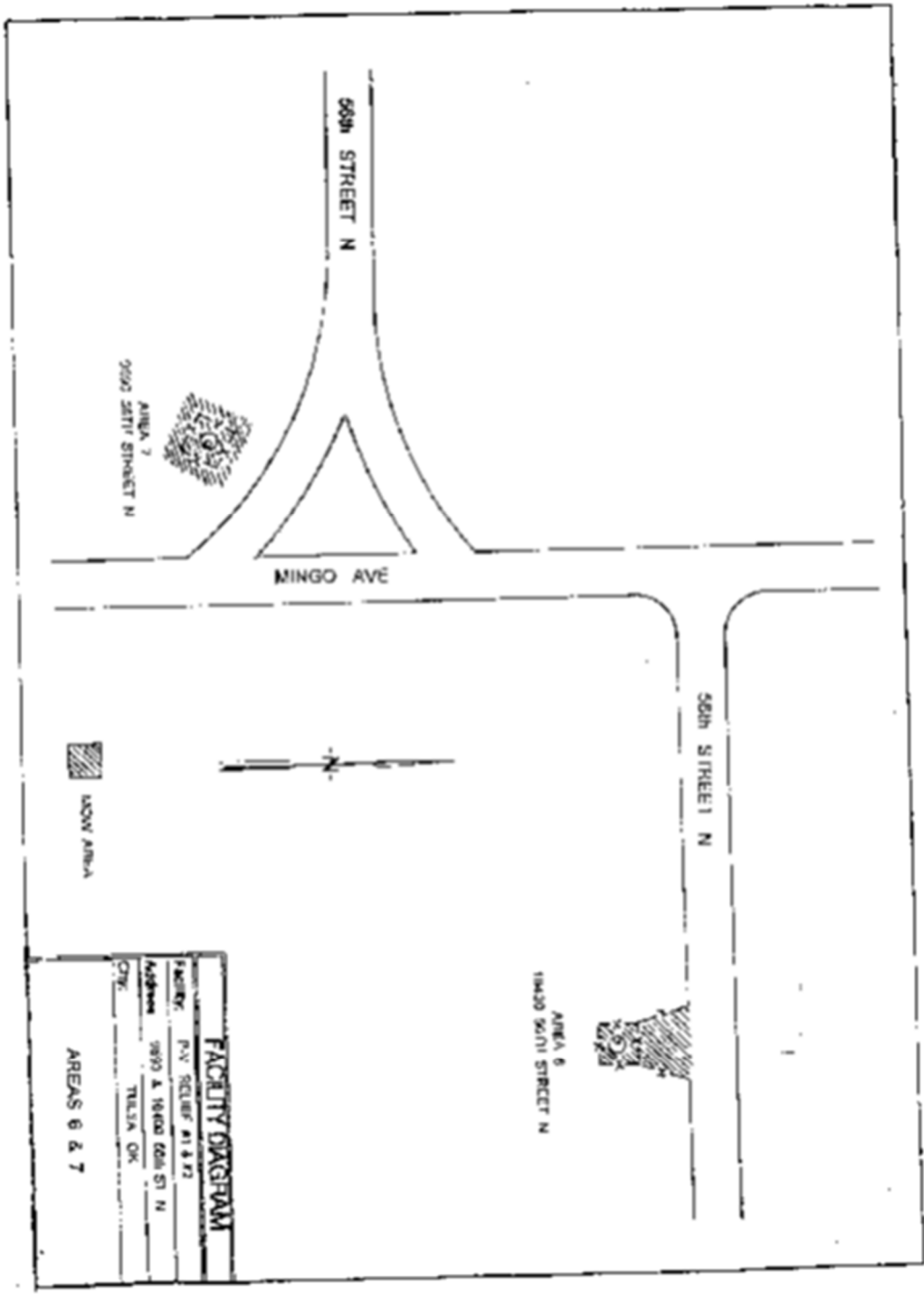
Areas: 1, 2, & 4



Areas: 3 & 5



Areas: 6 & 7



Areas: 8 & 9



Areas: 10 & 11



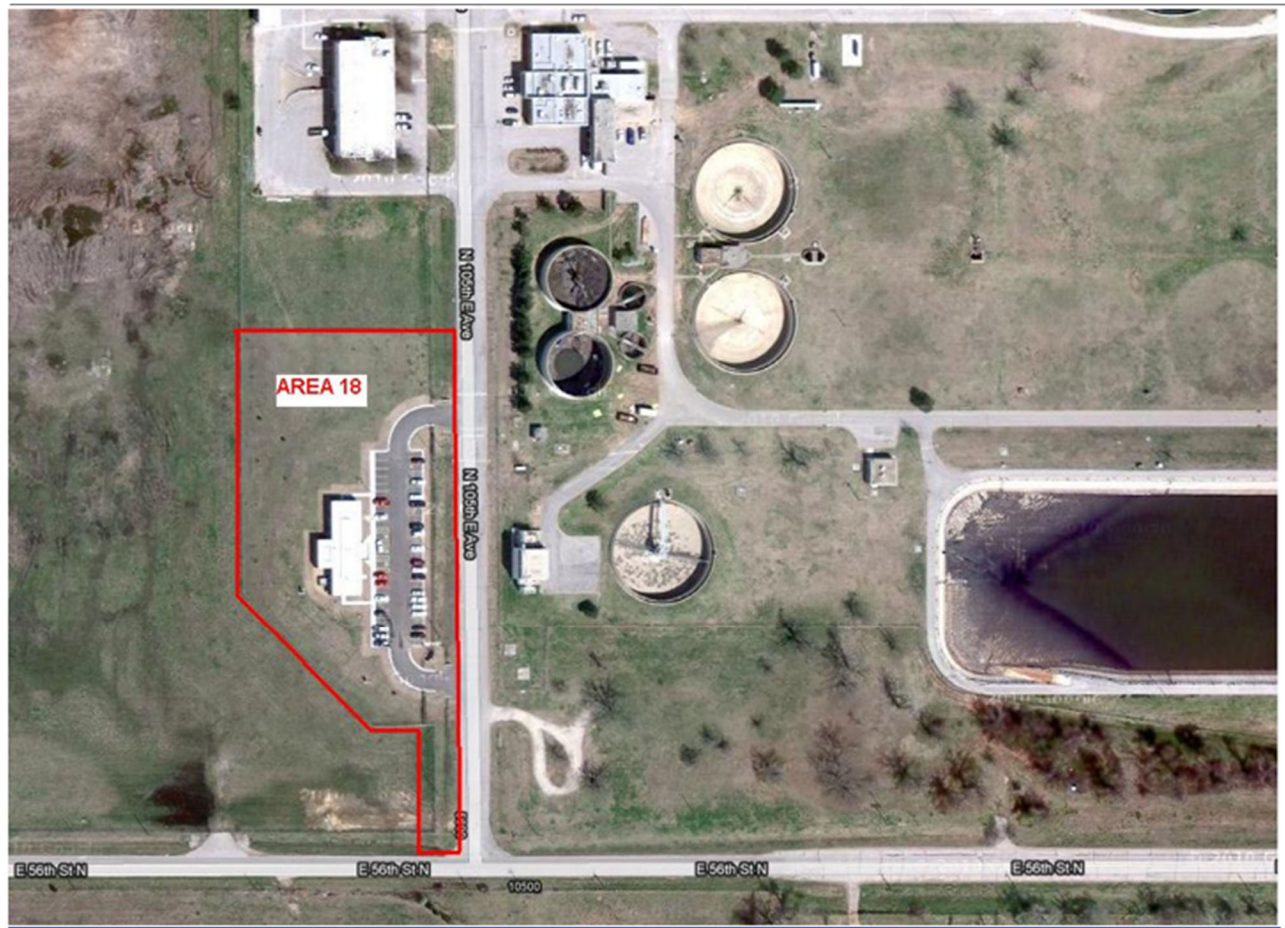
Areas: 12, 13, & 14



Areas: 15 & 16



Areas: 17 & 18



### 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 vendor registration form by contacting Andrea Evans at [purchasing@cityoftulsa.org](mailto:purchasing@cityoftulsa.org) or check the City's "[Selling to the City](#)" Website.

2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time and location.

**Attendance Requirement**

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

3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.

4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.

5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

Electronic Copy also required.

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

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

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

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

***Exceptions to Timeliness Requirement***

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

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

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

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

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

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

## IV. BID EVALUATION AND AWARD

- 1. Bid Evaluation:** The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
- 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 2<sup>nd</sup> Street, 2<sup>nd</sup> 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**

- 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.

- 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:**

- Your name
- Insurer's name and address
- Policy number
- Liability coverage and amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- 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:** 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: **3**

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:	_____ _____
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

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**[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:**

Item	Description	Est. Annual QTY	Unit Cost	Extended Cost
<b>Northside Wastewater Treatment Plant (South):</b> Mow the area bounded by 56 <sup>th</sup> Street N on the South side, 105 <sup>th</sup> E. Ave on the West side, plant streets on the North side, and the chain link fence on the East side, and a 20-foot-wide strip outside and adjacent to the fence where possible. See Area 1 on site plan.				
1.	Mow entire area to turf-type cut. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Use edger on all curbs and sidewalks. Remove litter and debris. Keep fence free of vegetation. Sweep sidewalks, mow strips, and roads clear of all grass.	13	\$	\$
<b>Northside Wastewater Treatment Plant (North):</b> Mow the area bounded by plant streets on the South, 105 <sup>th</sup> E Ave on the West side, the chain link fence on the North side, and a chain link fence on the East side, and a 20-foot-wide strip outside and adjacent to the fence where possible. See Area 2 on site plan.				
2.	Mow entire area to turf-type cut. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Use edger on all curbs and sidewalks. Remove litter and debris. Keep fence free of vegetation. Sweep sidewalks, mow strips, and roads clear of all grass.	13	\$	\$
<b>Northside Maintenance/Headworks:</b> Mow area inside the chain link fence and a 20-foot-wide strip outside and adjacent to the fence. See Area 3 on site plan.				
3.	Mow entire area to turf-type cut. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Use edger on all curbs and sidewalks. Remove litter and debris. Keep fence free of vegetation. Sweep sidewalks, mow strips, and roads clear of all grass.	13	\$	\$
<b>Northside Wastewater Treatment Plant (Sludge Lagoons):</b> Mow area bounded by chain link fence on the North, East, and South sides, and the West edge of the #5 sludge lagoon on the West side. Mow or use weed eater on the inside slopes of the sludge storage cells to the water line/surface. See Area 4 on site plan.				
4.	Mow entire area to non-turf type conditions. Trim around all structures, fences, and appurtenances. Keep fence free of vegetation.	13	\$	\$

<b>Northside Wastewater Treatment Plant (North Field):</b> Mow area bounded by Bird Creek on the North and East sides, the Northerly extension of 105 <sup>th</sup> E Ave on the West side, and the North plant fence on the South side. See Area 5 on site plan.				
5.	Mow entire area to non-turf type conditions. Trim around the building and associated structures, stairs, fences, valves, poles, trees, shrubs, and their appurtenances. Remove litter and debris. Keep fence free of vegetation.	3	\$	\$
<b>Northside Forcemain P-V Relief #1:</b> Mow area inside chain link fence and a 20-foot strip outside and adjacent to the fence. See Area 6 on site plan.				
6.	Mow entire area to turf-type cut and trim around structures, fences, or other appurtenances. Keep fence free of vegetation.	13	\$	\$
<b>Northside Forcemain P-V Relief #2:</b> Mow area inside chain link fence and a 20-foot strip outside and adjacent to the fence. See Area 7 on site plan.				
7.	Mow entire area to turf-type cut and trim around structures, fences, or other appurtenances. Keep fence free of vegetation.	13	\$	\$
<b>Apache Lift Station:</b> Mow area inside the lift station chain link fence and to the tree line outside and adjacent to the fence by the lift station. Mow along Apache street from Mingo to the lift station to the fence or tree line. See Area 8 on site plan.				
8.	Mow entire area to turf-type cut. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Use edger on all curbs and sidewalks. Remove litter and debris. Keep fence free of vegetation. Sweep sidewalks, mow strips, and roads clear of all grass.	13	\$	\$
<b>Interceptor Lift Station:</b> Mow area outside the lift station chain link fence bound by 56 <sup>th</sup> Street (Mohawk Boulevard) and a tree line on the North side, a tree line on the West and South sides, and a drainage ditch on the East side. See Area 9 on site plan.				
9.	Mow entire area to turf-type cut. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Use edger on all curbs and sidewalks. Remove litter and debris. Keep fence free of vegetation. Sweep sidewalks, mow strips, and roads clear of all grass.	13	\$	\$
<b>Mingo Flow Equalization Basin:</b> Mow area bound by Hwy 169 exit ramp right-of-way fence on East and South sides, the fence along the Mingo Creek levee on the West side, and levee/drainage ditch on the North side. See Area 10 on site plan.				
10.	Mow above area to turf-type condition. This shall include mowing to the concrete mow strip at the basin fence.	13	\$	\$
<b>Mingo Diversion Structure:</b> From the entrance gate to diversion structure, mow a 20-foot strip on either side of the paved entrance road and a 20-foot strip around and adjacent to the chain link fence. See Area 11 on site plan.				
11.	Mow entire area to turf-type cut. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Use edger on all curbs and sidewalks. Remove litter and debris. Keep fence free of vegetation. Sweep sidewalks, mow strips, and roads clear of all grass.	13	\$	\$

<b>Flatrock Flow Equalization Basin:</b> Mow area(s) bounded by Highway 75 right-of-way fence on the West side, 56th St. N. on the North side, barbed wire property fence on the East side, and the drainage ditch and chemical storage facility on the South side, including a 20-foot strip outside and adjacent to the fence, and the access road from the chemical storage south to the control building, bounded by Highway 75 right-of-way fence on the West side, the toe of the slope on the East side of the road, and the toe of the slope on the South side of the fence around the control building. See Area 12 on site plan.				
12.	Mow entire area to turf-type cut. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Use edger on all curbs and sidewalks. Remove litter and debris. Keep fence free of vegetation. Sweep sidewalks, mow strips, and roads clear of all grass.	13	\$	\$
<b>Coal Creek Flow Equalization Basin:</b> Mow area bounded by chain link fence on North, West, and South sides and by bluff on East side including a 20-foot strip outside and adjacent to West fence. See Area 13 on site plan.				
13.	Mow entire area to turf-type cut. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Use edger on all curbs and sidewalks. Remove litter and debris. Keep fence free of vegetation. Sweep sidewalks, mow strips, and roads clear of all grass.	13	\$	\$
<b>Coal Creek Flow Equalization Basin:</b> Mow area bounded by Area 13 on the East side and property fence on the North, West, and South sides. See Area 14 on site plan.				
14.	Mow entire area to non-turf type conditions. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances.	3	\$	\$
<b>Lower Bird Creek Wastewater Treatment Plant:</b> Mow area bounded by woods on North and West sides, 36th Street N. on the South side, and 20-foot East of the Plant fence on the East side. See Area 15 site plan.				
15.	Mow entire area inside Plant fence to turf-type conditions. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Use edger on all curbs and sidewalks. Remove litter and debris. Keep fence free of vegetation. Sweep sidewalks, mow strips, and roads clear of all grass.	1	\$	\$
<b>Port South Lift Station:</b> Mow area bounded by the chain link fence on the North, East, and South, and by the drainage ditch on the West including a 20-foot-wide strip outside and adjacent to the fence. See Port South site plan.				
16.	Mow entire area to turf-type cut. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Keep fence free of vegetation. Remove litter and debris. Sweep sidewalks.	13	\$	\$
<b>Port South Lagoons:</b> Mow lagoon area bounded by chain link fence on the North, West, and South sides, and by the drainage ditch on the East side. Mow or use weed eater on the inside slopes of the sludge storage cells to the water line/surface. See Area 17 on site plan.				
17.	Mow entire area to non-turf type conditions. Trim around all structures, fences, and appurtenances. Keep fence free of vegetation.	5	\$	\$

**Northside Administration Building:** Mow area inside the chain link fence and a 20-foot-wide strip outside and adjacent to the fence. See Area 18 on site plan.

18.	Mow entire area to turf-type cut. Trim around all buildings, structures, fences, valves, poles, trees, shrubs, and their appurtenances. Use edger on all curbs and sidewalks. Remove litter and debris. Keep fence free of vegetation. Sweep sidewalks, mow strips, and roads clear of all grass.	13	\$	\$
<p><b>TOTAL EXTENDED COST NOT TO EXCEED:</b>                  (All costs must be included, or Your Bid will be disqualified)</p>		\$ _____		

**EXTRA SERVICES:**

Item	Description	Unit Cost
1.	Mow to turf-type conditions	\$ _____/hr
2.	Mow to non-turf-type conditions	\$ _____/hr
3.	Grass and weed trimming	\$ _____/hr
4.	Debris and litter cleanup and removal beyond that covered in the Technical Specification	\$ _____/hr
5.	Shrub and tree pruning including removal and disposal	\$ _____/hr
6.	Tree removal and disposal	\$ _____/hr
7.	Plant bulbs/flowers including tulips, mums, and periwinkles	\$ _____/hr
8.	Fertilization: price shall be based on 43,000 sq. ft.	
8a.	Pre-emergent with dye	\$ _____/43,000 sq. ft.
8b.	General fertilization with dye	\$ _____/43,000 sq. ft.
9.	Herbicide application including chemical with dye	\$ _____/hr

**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\* (web link below) from the prior year
- b. Or the following fixed percentage: \_\_\_\_\_ %.

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







## PURCHASE AGREEMENT

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

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

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

### WITNESSETH:

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

### TAC 396H Landscape Maintenance - NSWWTP

(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](http://www.cityoftulsa.org/purchasing)

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

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

## PURCHASE AGREEMENT

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

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

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

## PURCHASE AGREEMENT

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

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

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

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. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103

With a copy to:

Tulsa Purchasing Division  
175 E. 2<sup>nd</sup> Street, 15<sup>th</sup> Floor  
Tulsa, OK 74103

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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.
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;

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- 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: \_\_\_\_\_

<b>BIDDER CHECKLIST</b>		
<b>BIDDER DOCUMENTS</b>	<b>PAGES</b>	<b>INCLUDED?</b>
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 15-17	
Specifications	3-14	
State of Oklahoma Commercial Pesticide Applicators License	3	
Equipment List & Employee List	3	
Formal, Written Safety Program	4	
Certificate(s) of Insurance	18	
References	19	
Sample Form	20	
EXHIBIT A: Delivery and Pricing	21-25	
Affidavits <i>Signatures of Authorized Agent and notarization required. Reference Page 2: Authorized Agent</i>	26	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required. Reference Page 2: Authorized Agent</i>	27-31	

**Any contact with City Employees or Officials, other than the assigned Project 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 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Bidder Submission For:**

BID# TAC 396H

BID DESCRIPTION: Landscape Maintenance - NSWWTP

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.