

# Invitation for Bid (IFB)

## TAC 195G

**Supplies or Services Requested:** Grounds Maintenance for Water Distribution Properties

**Department:** Water & Sewer

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

### Solicitation Schedule

EVENT	DATE
IFB Issue Date	07/07/2026
Mandatory Pre-Bid Conference <i>2317 S Jackson Ave, Tulsa, OK 74107 Room S213</i>	07/15/2026 at 10:00 AM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	07/20/2026 <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>	07/29/2026

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

Julie Miller, Buyer | [jamiller@cityoftulsa.org](mailto:jamiller@cityoftulsa.org)  
*All questions should be emailed with **TAC 195G** on the subject line.*

**Submit Bids (sealed) to:**

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

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



**CITY OF**  
**Tulsa**  
 A New Kind of Energy.

## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

The goal of this solicitation is to secure a source to provide Grounds Maintenance for Water Distribution Properties for the Water & 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 Grounds Maintenance for Water Distribution Properties for the Water & Sewer Department.

#### **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 sites to be mowed are identified in Site Location section of this document. There is no guaranteed number of mowings, but it is anticipated to be sixteen (16) for most of the areas. The number of mowings will depend upon the need and the funds available. Mowing shall be done only under proper weather conditions. Rutting or other damage to sites will not be permitted. The mowing schedule will be every week for Areas 2 and 5 and the remaining areas will be every two weeks. All areas will be mowed on consecutive days.

The Seller will have broad experience with this type of work and the necessary skill, equipment, and personnel to perform the work within the specified time frame. The Seller will be responsible for all labor, equipment, and material required. The Seller will be an independent contractor and in no way classified as a City of Tulsa employee. City of Tulsa employees will also not be permitted to work for the Bidder that receives this award.

**Bidders are required to provide references of past work and a list of equipment and personnel with the Bid submission. The Seller will be responsible for compliance with all Federal, State, and Municipal laws, regulations, and ordinances applicable to this work such as on Ozone Alert Days, there will be no mowing or trimming at all, day, or night.**

The Seller shall be responsible for the character and actions of its employees while performing all work related to this Agreement. Any disrespectful or discourteous actions toward the public will be cause to consider termination of the Agreement.

#### **BACK-UP SOURCE:**

The City reserves the right to enter into an Agreement with the second and/or third lowest Bidder to be used as a Secondary Seller. The Secondary Seller would be used in the event of failure of the Primary Seller's ability to supply the full needs of the City.

If the City implements the Agreement with the Secondary Seller because of the reasons stated above, the Secondary Seller shall, after notification by the City, notify the City of its intentions to perform or terminate the Agreement within five (5) calendar days. The Secondary Seller is not

obligated to perform the Agreement until the City notifies the Seller it is implementing the Secondary Seller's Agreement.

**PAYMENT PROCEDURE:**

The City shall make payment to the Seller monthly provided that the Seller submits an invoice. The Seller must submit the invoice and monthly work reports to the Preventative Maintenance Supervisor of Distribution Systems monthly for payment approval. The monthly work report must include all activities performed by the Seller in the previous month. This report and invoice shall be due on the first working day of the month following the month that the work was accomplished and monthly payment to the Seller shall be withheld until this report is received. The Seller will be paid for said work pending verification by the Preventative Maintenance Supervisor or designee. Send invoices and monthly work reports directly to: Preventative Maintenance Supervisor, Water Distribution, City of Tulsa – Water and Sewer Department, 2317 South Jackson, Tulsa Oklahoma 74107. Invoices also must be sent to [apinvoices@cityoftulsa.org](mailto:apinvoices@cityoftulsa.org).

**DELETION OF MOWING LOCATIONS:**

If sites are deleted from this Agreement, payment will be reduced by the Bid unit price.

**SELLER QUALIFICATIONS:**

The City reserves the right to examine Bidder's performance history, experience, and equipment inventory and will therefore require the submittal of a business experience portfolio from each Bidder. The portfolio shall contain the following information:

History and Experience: The Bidder's professional experience giving particular attention to past and present operations of landscape maintenance (years in business, references, similar contract received, etc.).

Equipment and Personnel: A list of equipment and personnel that are to be used in the performance of the Agreement are to be provided with the Bid. Seller must have the necessary and proper equipment to perform the work safely and proficiently in all the different terrain included in the twenty-one (21) locations to be mowed. An on-site inspection of the Bidder's equipment may be done as part of the Bid process.

**SITE EXAMINATION REQUIRED:**

Each Bidder shall be required to attend a pre-bid meeting to examine and discuss the handouts that are given for the locations as stated in this Bid. Submission of Bid shall be taken as evidence that Bidders have inspected the handouts and fully understand the difficulty of ground maintenance for all locations.

The City of Tulsa also reserves the right to defer recommendation of award of the Agreement until after an interview with the apparent low Bidder. The interview will be conducted by the designated Distribution Systems Representative.

**TECHNICAL SPECIFICATIONS:**

The sites to be mowed are identified and outlined herein under the heading Site Locations. Only part of the list or individual sites may be authorized at any given time. Work shall be in accordance with the following:

1. Litter, sticks, limbs, and all other forms of debris shall be picked up prior to and after mowing as needed and disposed of according to law. Large amounts of illegally dumped material will be removed by City forces. Any debris which has been mowed over must be removed.
2. All vegetation shall be cut at a maximum height of 2-inches or less. No turf will be scalped or tall stalks left standing. Finished mowing must have a neat, uniform professionally landscaped appearance.
3. Remove, trim, or spray grass and weeds growing near trees, poles, sidewalks, trails, culverts, or bridges every scheduled mowing. Edging must be performed along curb lines and sidewalks every scheduled mowing. Turf clippings that are heavy or smothering after mowing are to be removed. **Approved weed killer will be used along fence lines but fence must not be touched without prior approval by Preventative Maintenance Supervisor or designee due to security system.** The only approved weed killer to be used is RODEO HERBICIDE.
4. 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. No grass, weeds, trash, or anything but rainwater shall be allowed to go down the storm drain.
5. Pick up and remove all broken glass from all hard surfaces and turf areas before each mowing. Seller shall notify the Preventative Maintenance Supervisor or designee of all hazards found within the mowing area. Hazards which may affect the safety of the public and need to be corrected should be brought to the attention of the Preventative Maintenance Supervisor or designee immediately.
6. The Preventative Maintenance Supervisor or designee shall be notified of damaged plant materials resulting from mechanical injury or storm damage. Any hazardous conditions, storm damage, or any other obstacles in the work site shall be reported immediately prior to performing work. The Seller will be responsible for repairs on all plant materials damaged by the Seller's employees or equipment, and for replacement of all trees, shrubs and ground covers destroyed by Seller's employees and equipment during performance of maintenance work. The Preventative Maintenance Supervisor or designee will determine the degree of damage. The Seller will confer with the Preventative Maintenance Supervisor or designee before replacement of any dead or damaged materials. Turf damage will be corrected including re-seeding 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 property damage by its 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 Preventative Maintenance Supervisor or designee.

**SPECIAL SERVICES:**

Special services shall consist of the following and will only be completed upon request in writing (including email) by the Preventative Maintenance Supervisor or designee. The work will be paid at a per-location rate and may include weed trimmers, chain saws, axes, shovels, and other related tools as required. Special Services is additional work that may be required and is beyond the work required for each mowing site.

1. Fire Hydrant Clearing - Clearing vegetation around fire hydrants and water quality sample stations (above-ground enclosed faucets). This special service includes removal and disposal of overgrown vegetation in a 3 ft radius (all directions) to allow unobstructed access

to the asset. When completed, a photo must be submitted to the Preventative Maintenance Supervisor or designee to show proof of work. Work must be complete within 7 calendar days from the time the initial request was made in writing.

2. Clearing vegetation-This special service includes removal and disposal of overgrown vegetation to allow unobstructed access to assets. When completed, a photo must be submitted to the Preventative Maintenance Supervisor or designee to show proof of work. Work must be completed within seven calendar days from the time the initial request was made in writing.
3. Spraying/Stump Killer- Application at utility bridges listed below. Once in the spring and once in the fall. This is the cost for already cleared/cleaned up utility bridges. Cost to include spray chemicals, sprayers, stump killer liquid, drill bits, truck fuel, and labor for 2 employees.

Utility Bridge Locations:

2500 W Southwest Blvd and I244  
1300 S Baltimore Ave & BA Expressway  
1200 S Jackson Ave & BA Expressway  
1300 S Cheyenne Ave & BA Expressway  
300 S Madison Ave & I244  
Archer St & Madison Ave Hwy 75  
100 S Utica Ave and I244  
Admiral Pl & Lewis Ave & I244  
100 S Harvard Ave & I244  
9600 S Sheridan Rd & Creek Turnpike  
Admiral & 137th East Ave & I44  
6200 N Mingo Rd & Bird Creek  
9600 S Yale Ave and Creek Turnpike

**WORK HOURS AND TRAFFIC CONTROL:**

Work hours shall be from 6:00 a.m. to 6:00 p.m., provided the operation does 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 traffic control signs for all work on or affecting the street right-of-way and traffic controls shall conform to The Manual of Uniform Traffic Control Devices. All associated costs shall be included in the Bid price.

**WORK PROCEDURES:**

The procedures below shall be followed upon award of the Agreement:

- A. The Seller will notify the Preventative Maintenance Supervisor or designee at least twenty-four (24) hours (or as otherwise specified) prior to conducting mowing/maintenance operations. When work is to be performed at any site, Seller's employees shall contact the Preventative Maintenance Supervisor or designee before the work commences. The Preventative Maintenance Supervisor or designee will determine if and when mowing is appropriate and needed. The Seller will call Preventative Maintenance Supervisor or designee immediately prior to coming to the site for maintenance approval. The Seller will call Preventative Maintenance Supervisor or designee immediately after work is completed at each site.

- B. Each mowing site shall be sprayed twice yearly for woody vines and light foliage. This will be coordinated with the Preventative Maintenance Supervisor or designee.
- C. Work will not be permitted without the Preventative Maintenance Supervisor or designee approval. Work will not be permitted when conditions are wet or when the ground is soft.
- D. The Seller shall provide a valid phone number and address to the Preventative Maintenance Supervisor or designee so they may be reached at any time. If a pager or cellular number is available, the Seller will be required to furnish that also.
- 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 mowing/maintenance site at the end of each working day or properly secured with prior approval from the Preventative Maintenance Supervisor or designee. The City will not be responsible for equipment left on City property. No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without written approval from the Preventative Maintenance Supervisor or designee.
- F. The Seller shall not sell, sublet, or assign the Agreement or any portion thereof to any person or persons, except upon written approval of the Preventative Maintenance Supervisor or designee.
- G. The Preventative Maintenance Supervisor or designee 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 Preventative Maintenance Supervisor or designee that the work performed is in violation of the Agreement, the Preventative Maintenance Supervisor or designee may stop the work until the problem is resolved.
- H. Any property that is added to the Agreement by addendum shall be awarded to the current Seller for the specific section in which it relates. The price will be based on the per unit charge as shown in each section of the pricing schedule.

**SPECIFICATION ATTACHMENT CHECKLIST**

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

- \_\_\_\_\_ List of personnel assigned to perform the work on City’s property.
- \_\_\_\_\_ List of equipment the Bidder possesses to perform the work on City’s property.
- \_\_\_\_\_ Documentation providing year company started and/or number of years in business.

**SITE LOCATIONS:**

The following list outlines locations and mowing instructions.

**Area 1: Reservoir Hill Pump Station and Reservoir, 2411 North Osage Ave**

- a. Mow entire area. Do not use large equipment on top of reservoir – inside of cable fence. Use a small riding mower. Do not harm small trees.
- b. Weed around all buildings, trees, shrubs, and fence posts.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 2: Water Distribution, 2317 South Jackson Ave**

- a. Mow area bounded by 23<sup>rd</sup> Street on the north side, railroad on east side, Jackson on west side, and 25<sup>th</sup> Street on south side. In addition, the area bounded by railroad on the west side, 23<sup>rd</sup> Street on the north side, traffic engineering driveway on the east side and the equipment yard fence on the south side.
- b. Weed around all buildings, trees, shrubs, and fence lines including fencing located in and around employee and visitor parking lots within the boundaries listed above.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying.

**Area 3: Southside Secondary Tower, East 74<sup>th</sup> Street and South Darlington**

- a. Mow everything inside of the perimeter fence.
- b. Weed inside of fenced area and both sides of drive from Darlington to the fenced area.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying.

**Area 4: Water Tank Storage and Southside Secondary Pump Station, 6225 South Sheridan Rd**

- a. Mow inside and outside of fenced area right-of- way along 61st street on both sides of driveway. Mow one mower width inside and outside of west fence along Sheridan Rd.
- b. Weed around all buildings, water tanks, fences, parking area, and ditches. Weed both sides of west fence along Sheridan Rd.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.
- d. Mow the detention pond located in the southwest corner of the property.

**Area 5: Water Satellite, 56<sup>th</sup> Street and South Garnett**

- a. Mow entire area including around buildings and fences.
- b. Weed around all buildings, fences, and parking areas.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying.

**Area 6: Turkey Mountain Reservoir, 6434 South Elwood**

- a. Mow inside of both fenced areas. Mow outside of fence to street north and east of reservoir. Mow to tree line south of reservoir. Mow 100-feet west of west fence.
- b. Weed inside and outside of both fences, around all trees and around building.
- c. Spray for weeds along fences one (1) foot inside and one (1) foot outside of fence lines with environmentally safe chemicals. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 7: Southwest Pump Station, 5810 South 33<sup>rd</sup> West Ave**

- a. Mow inside of fenced area. Mow outside of fence to street east of station, to creek west of station and to the property line north and south of station.
- b. Weed inside and outside of entire fence, around all trees, buildings, and valve vaults.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 8: Lookout Mountain Reservoir, 3750 South 33<sup>rd</sup> West Ave**

- a. Mow inside fenced area. Mow both sides of the entrance road to entrance gate.
- b. Weed around tank and building. Weed around entrance gate area.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 9: West Tulsa Reservoir, 2300 South 37<sup>th</sup> West Ave**

- a. Mow area inside and outside of fence on top of underground reservoir, and outside the fence to gate within confined area.
- b. Weed around all buildings and both sides of fenced area.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.
- d. **No tractors** can be used to mow this area. The maximum lawn mowing equipment to be used should be a small riding mower or a 60-inch or 72-inch mower.

**Area 10: West Tulsa Reservoir Pump Station, 4010 West 21<sup>st</sup> St, adjoins West Tulsa Property**

- a. Mow from north side of building to road, from east side of building eastward to vaults.
- b. Weed around all buildings and vaults.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 11: South Union Pump Station, 7214 S. Union Ave (underground)**

- a. The boundaries are S. Union Ave on the east. Mow the width of the pump station property and everything inside the fence.
- b. Weed everything inside the fence and the approach from S. Union Ave.
- c. Spray for weeds along the fence one (1) foot inside of the fence with environmentally safe chemical. Weed killer must be pre-approved by the Preventive Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 12: Sunset Pump Station, 700 North Detroit**

- a. Mow inside fence and area along right-of-way.
- b. Weed around building, curb areas, and both sides of fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 13: Oakhurst Water Tower, 6400 South 42<sup>nd</sup> West Ave**

- a. Mow inside fence.
- b. Weed around structures and fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 14: Tulsa Two Pump Station, 5800 South 65<sup>th</sup> West Ave**

- a. The boundaries are 65th West Ave on the east and the service road to the south. Mow 50 feet to the west and 10 feet on the north side of the fence.
- b. Weed around the fence and valve boxes.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of the fence with environmentally safe chemical. Weed killer must be pre-approved by the Preventive Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 15: Southern Ridge Tower, 7700 South Jamestown Ave**

- a. Mow inside fence.
- b. Weed around structure and both sides of fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 16: South Surge Tank, 3100 South 161<sup>st</sup> East Ave**

- a. Mow inside and ten (10) feet outside of fence. Mow west fence line to gravel road and road to the first cattle gate.
- b. Weed around structure and both sides of fence. Weed 21<sup>st</sup> Street entrance gate.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Spray around 21<sup>st</sup> Street entrance gate area. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 17: North Surge Tank, 2100 South 161<sup>st</sup> East Ave**

- a. Mow inside and ten (10) feet outside of fence.
- b. Weed around structure and both sides of fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 18: Woodcrest Pump Station, 1046 North Ridge Ln**

- a. Mow sixty (60) feet North and sixty (60) feet East of building.
- b. Weed around buildings.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 19: Livingston Pump Station, 6230 S. Sandusky Ave**

- a. Mow the vacant lot.

**Area 20: Kimberly Clark Water Meter, 13708 South Yale Ave**

- a. Mow inside of fence.
- b. Weed around structures and inside of fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 21: Post Oak Pump Station, 5323 W. 31<sup>st</sup> N.**

- a. On the east & west sides of the driveway mow one width of the mower, on the south side of the pump station mow 25 feet from the fence, on the west & north sides of the pump station 40 feet from the fence.
- b. Weed around all buildings, trees, shrubs, and fence posts.

**Area 22: Gilcrease Tower, 2621 W. Apache St.**

- a. Mow inside of the fenced area.
- b. Mow one mower width around the outside of the fence.
- c. Mow everything from the south fence to Apache Street.
- d. Weed around the tank, building, and fence.
- e. Spray for weeds along the fence one (1) foot inside and one (1) foot outside of the fence with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 23: Cherry Creek Pump Station, 4901 S. Elwood**

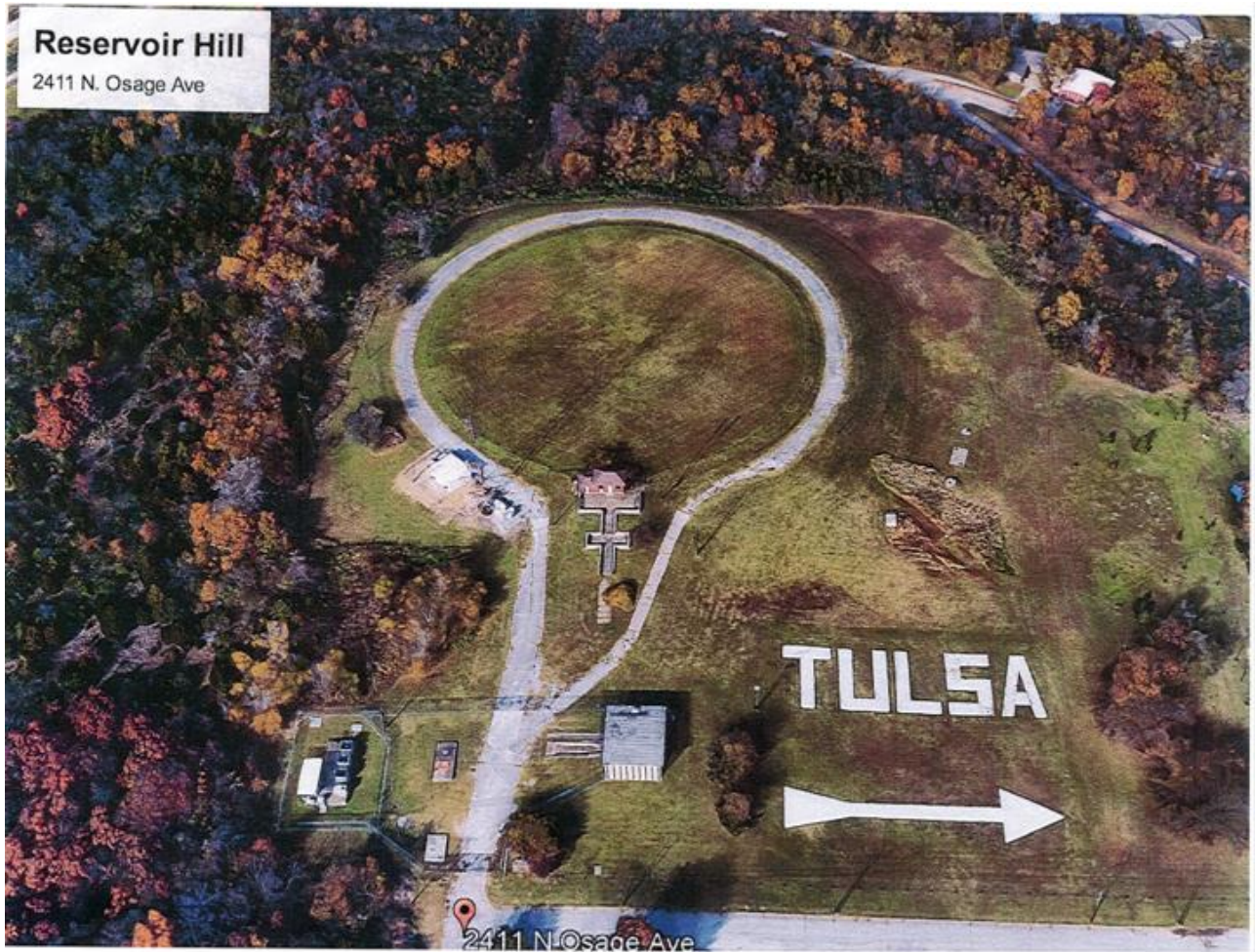
- a. Mow inside of the fenced area.
- b. Mow from the fence to the gravel road on the West side
- c. Mow from the fence to the tree line on the South side
- d. Mow from the fence to the gravel road on the North side.
- e. Mow from the fence twenty feet out on the East side.
- f. Spray for weeds along the fence one (1) foot inside and one (1) foot outside of the fence with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

**Area 24: Tulsa Two Tower, 7316 Skyline Dr**

- a. Mow entire area including around buildings and fences.
- b. Weed around all buildings, fences, and parking areas.
- c. Spray for weeds along the fence one (1) inside and one (1) outside of the fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying.

ITEM	DESCRIPTION	APPROX. ACREAGE	TIMES TO MOW
1	Reservoir Hill Pump Station and Reservoir	9.2	16
2	Water Distribution Base	1.5	32
3	Southside Secondary Tower	2.4	16
4	Water Tank Storage and Southside Secondary Pump Station	22.8	16
5	Water Satellite	3.0	32
6	Turkey Mountain Reservoir	7.0	16
7	Southwest Pump Station	0.6	16
8	Lookout Mountain Reservoir	3.5	16
9	West Tulsa Reservoir	4.5	16
10	West Tulsa Reservoir Pump Station	1.0	16
11	South Union Pump Station	0.5	16
12	Sunset Pump Station	1.0	16
13	Oakhurst Water Tower	0.2	16
14	Tulsa Two Pump Station	0.5	16
15	Southern Ridge Water Tower	0.1	16
16	South Surge Tank	0.5	16
17	North Surge Tank	0.4	16
18	Woodcrest Pump Station	0.5	16
19	Livingston Pump Station	0.1	16
20	Kimberly Clark	0.3	16
21	Post Oak Pump Station	0.6	16
22	Gilcrease Tower	0.8	16
23	Cherry Creek Pump Station	1.1	16
24	Tulsa Two Tower	1.0	16
25	Special Services Fire Hydrant Cleaning		
26	Special Services Clearing Vegetation		
27	Special Services Spraying/Stump Killer		

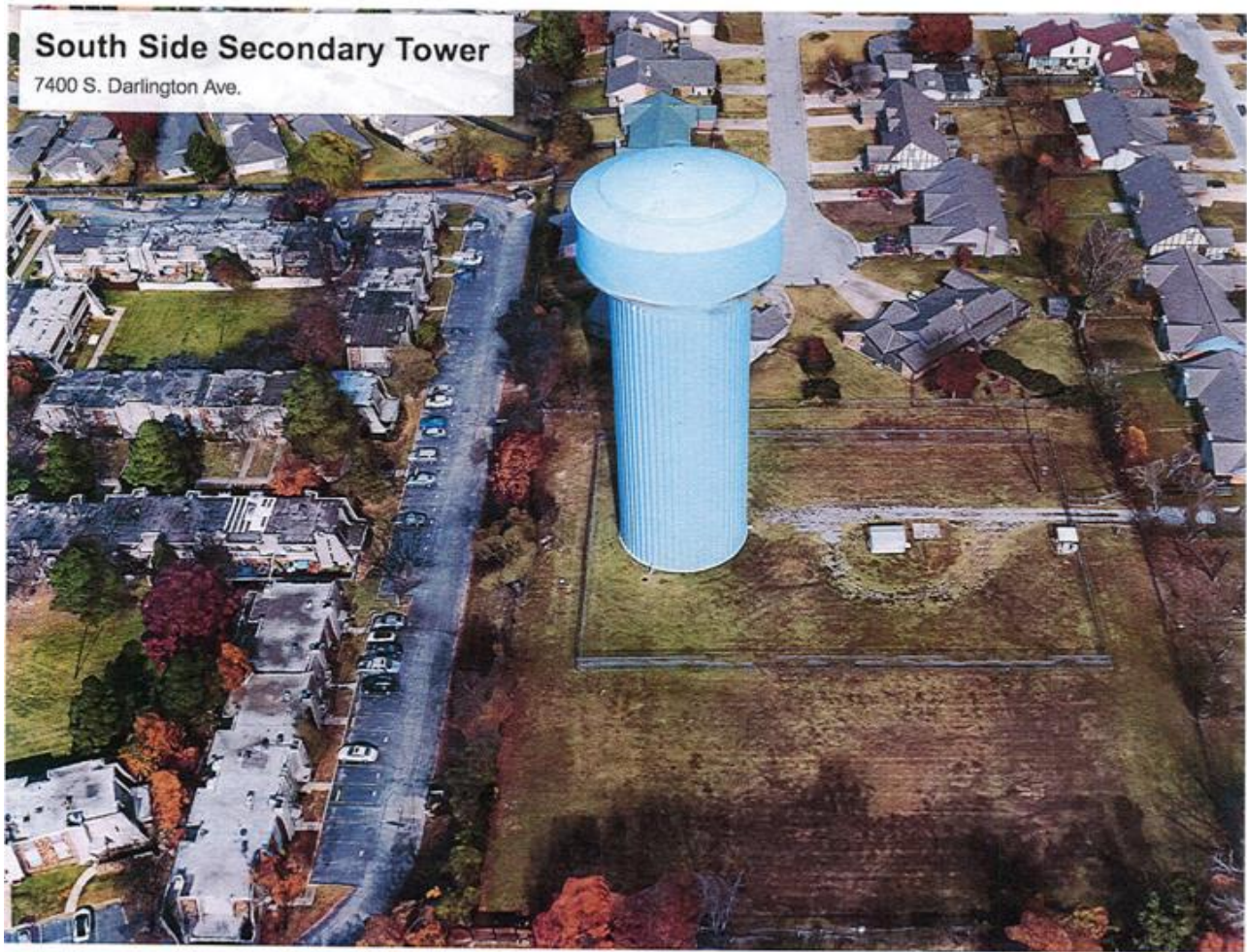
**Area 1: Reservoir Hill Pump Station and Reservoir, 2411 North Osage Ave**



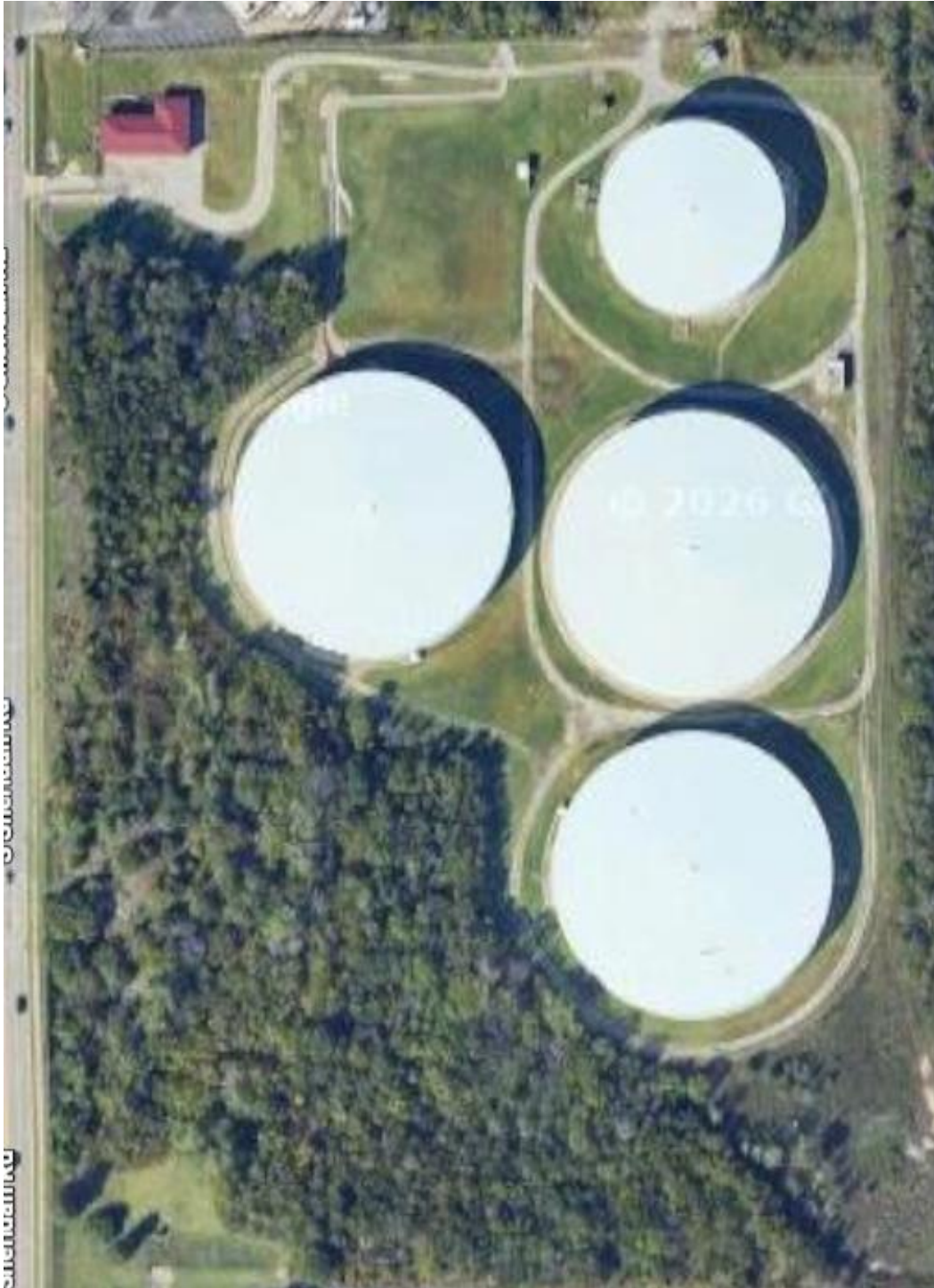
**Area 2: Water Distribution, 2317 South Jackson Ave**



**Area 3: Southside Secondary Tower, East 74<sup>th</sup> Street and South Darlington Ave**



**Area 4: Water Tank Storage and Southside Secondary Pump Station, 6225 South Sheridan Rd**



**Area 5: Water Satellite, 56<sup>th</sup> Street and South Garnett Rd**



**Area 6: Turkey Mountain Reservoir, 6434 South Elwood**



**Area 7: Southwest Pump Station, 5810 South 33<sup>rd</sup> West Ave**



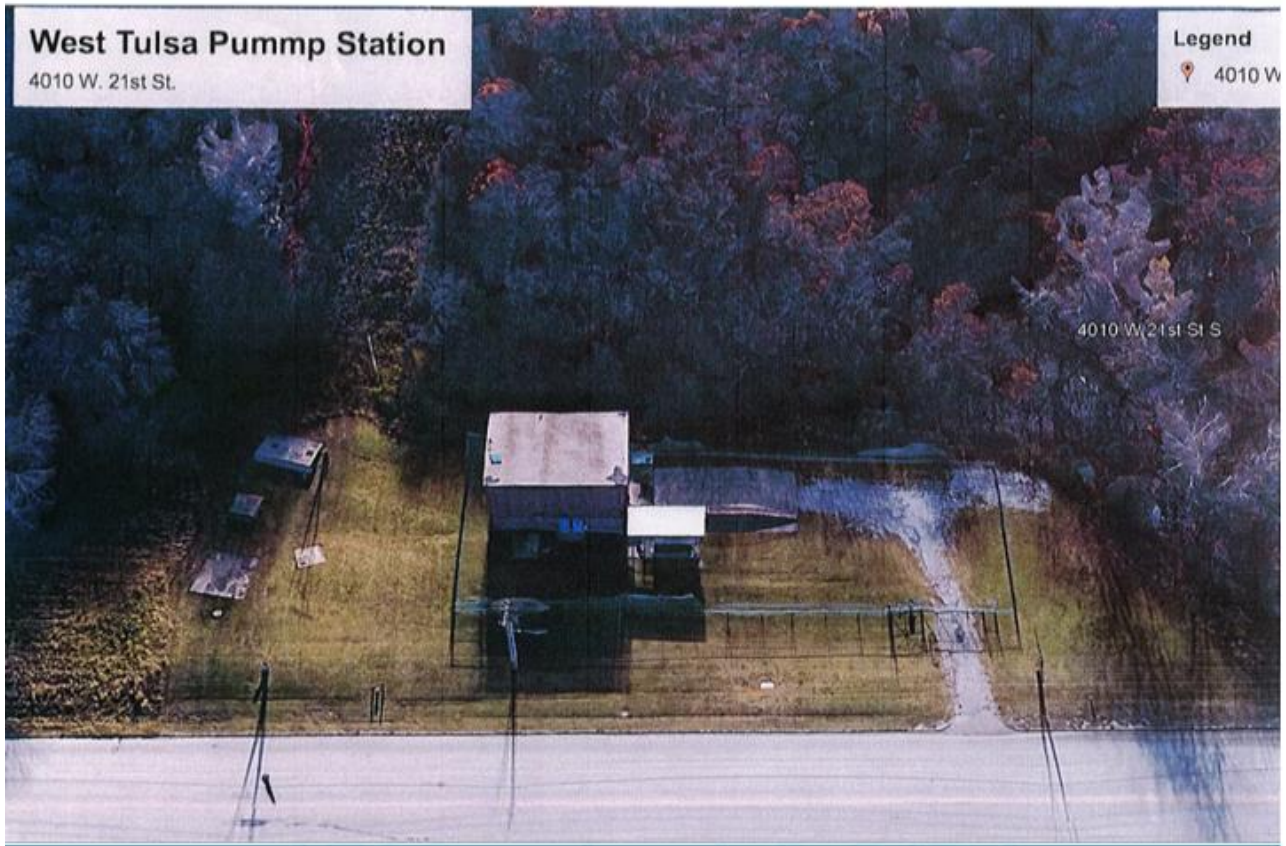
**Area 8: Lookout Mountain Reservoir, 3750 South 33<sup>rd</sup> West Ave**



**Area 9: West Tulsa Reservoir, 2300 South 37<sup>th</sup> West Ave**



**Area 10: West Tulsa Reservoir Pump Station, 4010 West 21<sup>st</sup> St, adjoins West Tulsa Reservoir property**



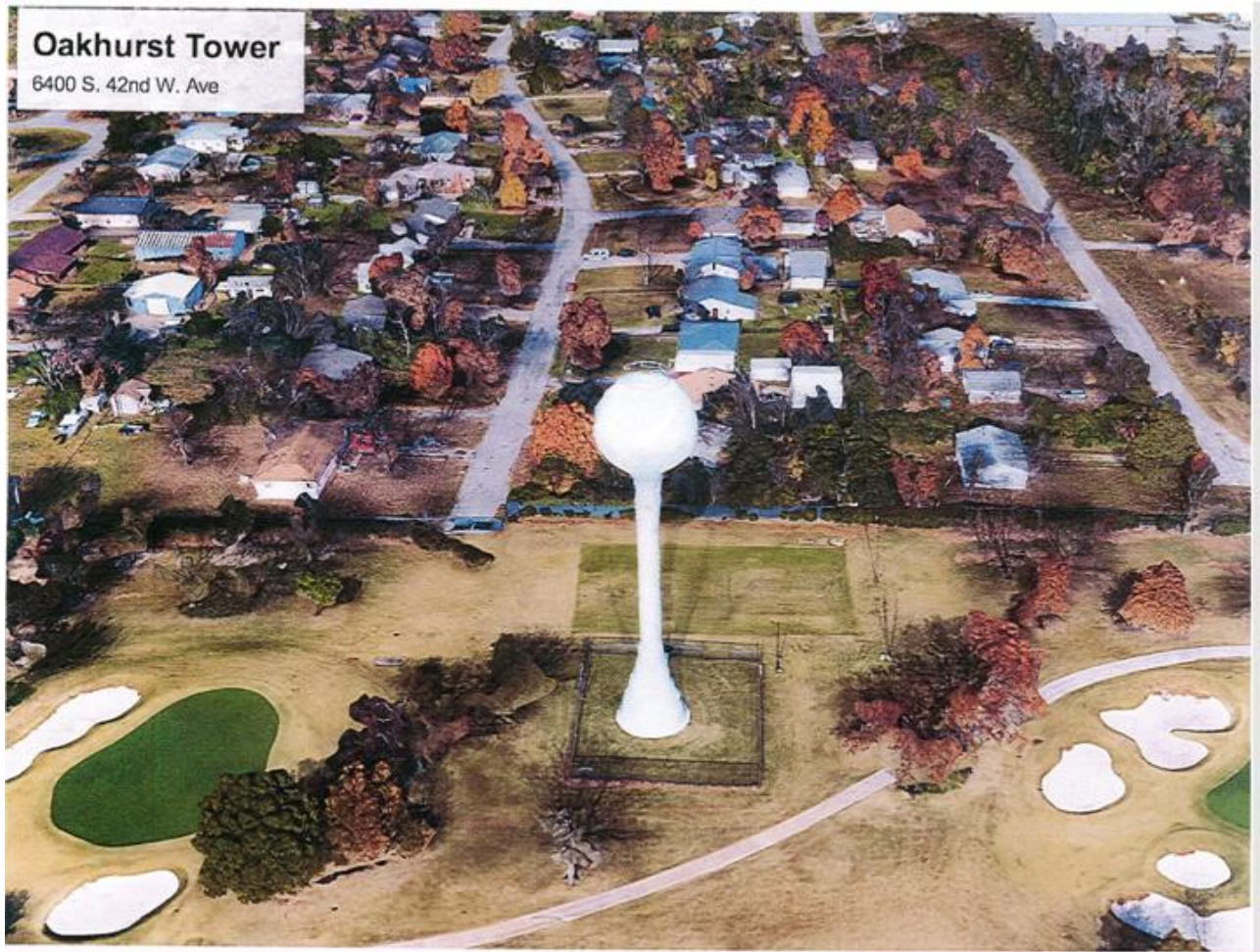
**Area 11: South Union Pump Station, 7214 S. Union Ave (underground)**



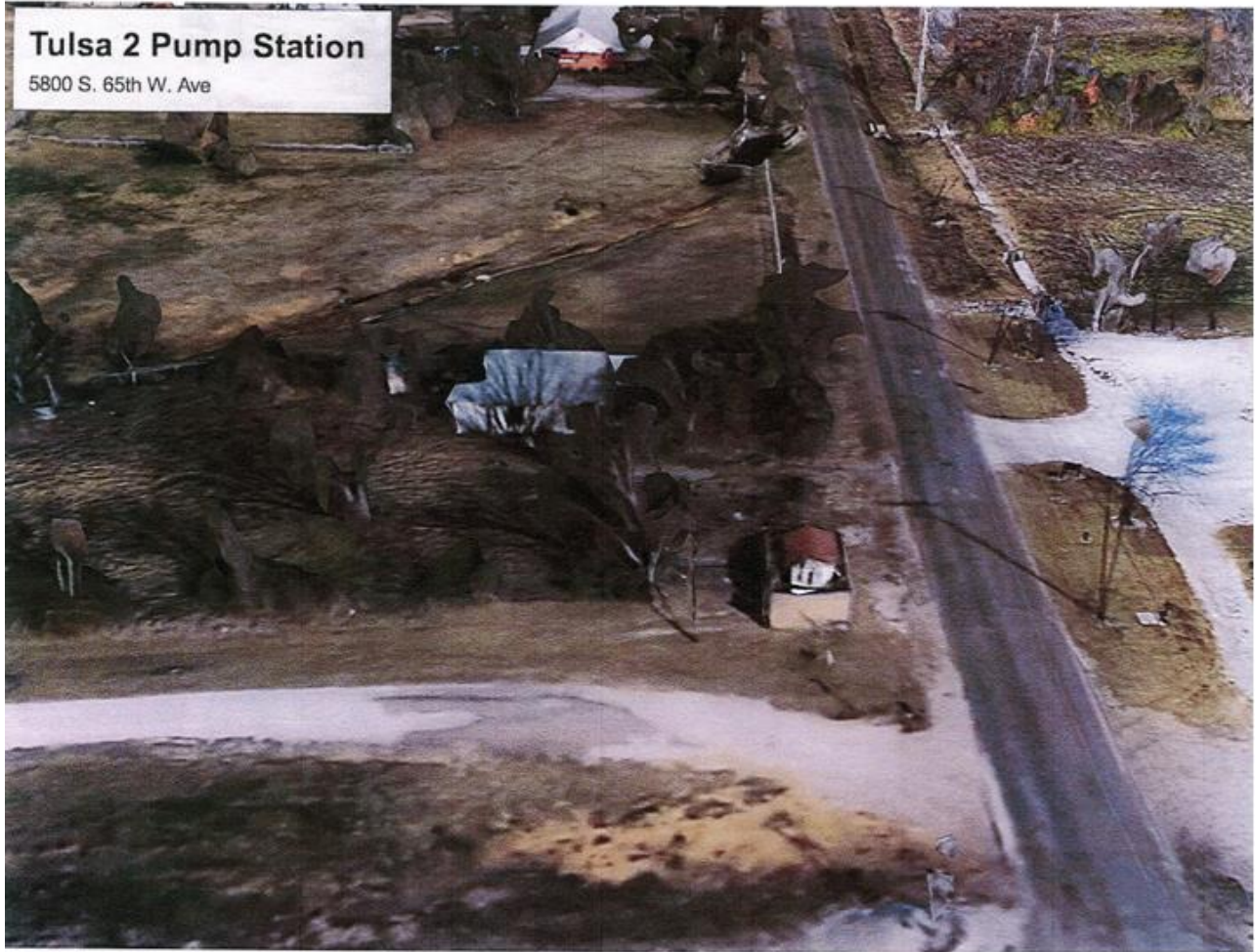
**Area 12: Sunset Pump Station, 700 North Detroit**



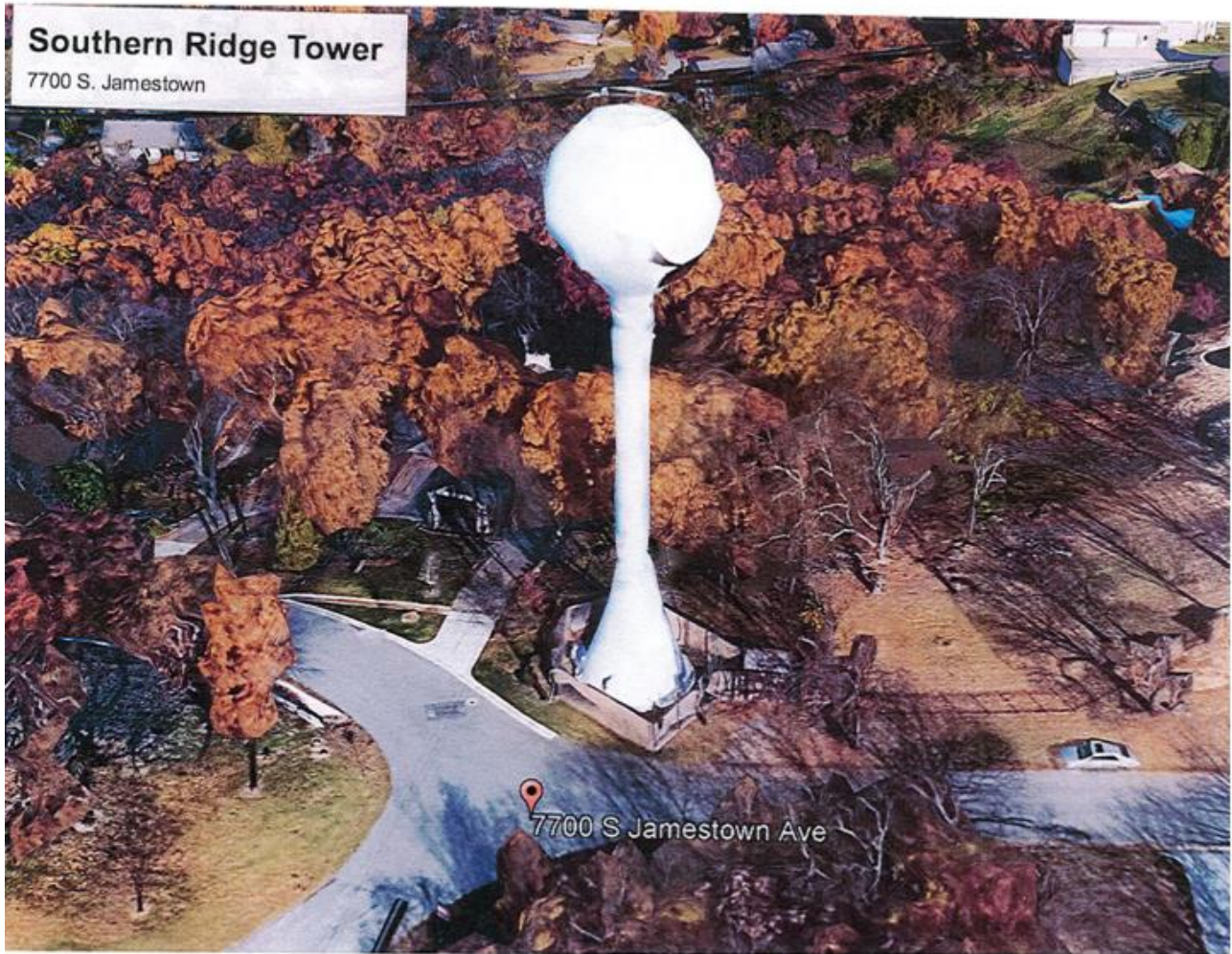
**Area 13: Oakhurst Water Tower, 6400 South 42<sup>nd</sup> West Ave**



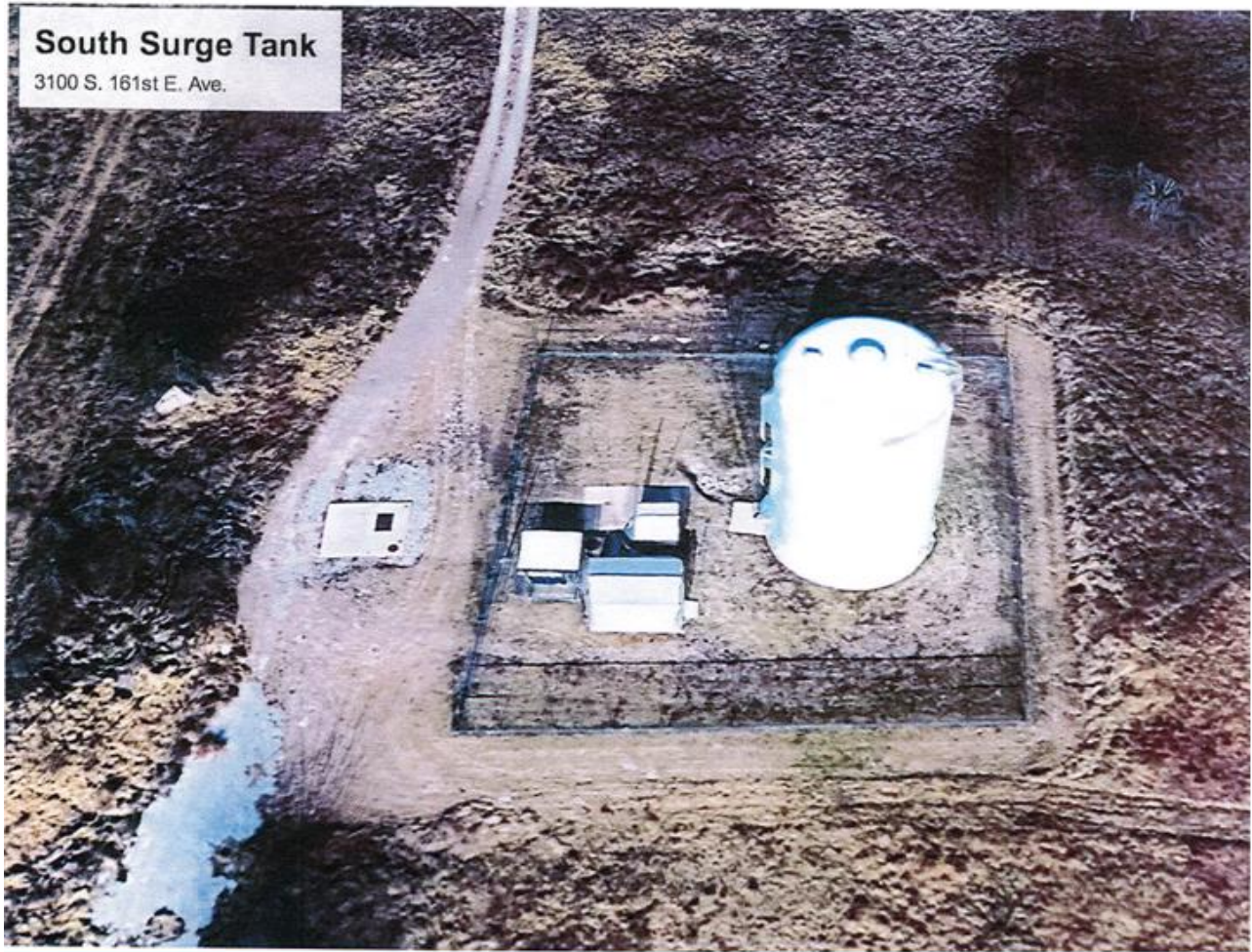
**Area 14: Tulsa Two Pump Station, 5800 South 65<sup>th</sup> West Ave**



**Area 15: Southern Ridge Tower, 7700 South Jamestown Ave**



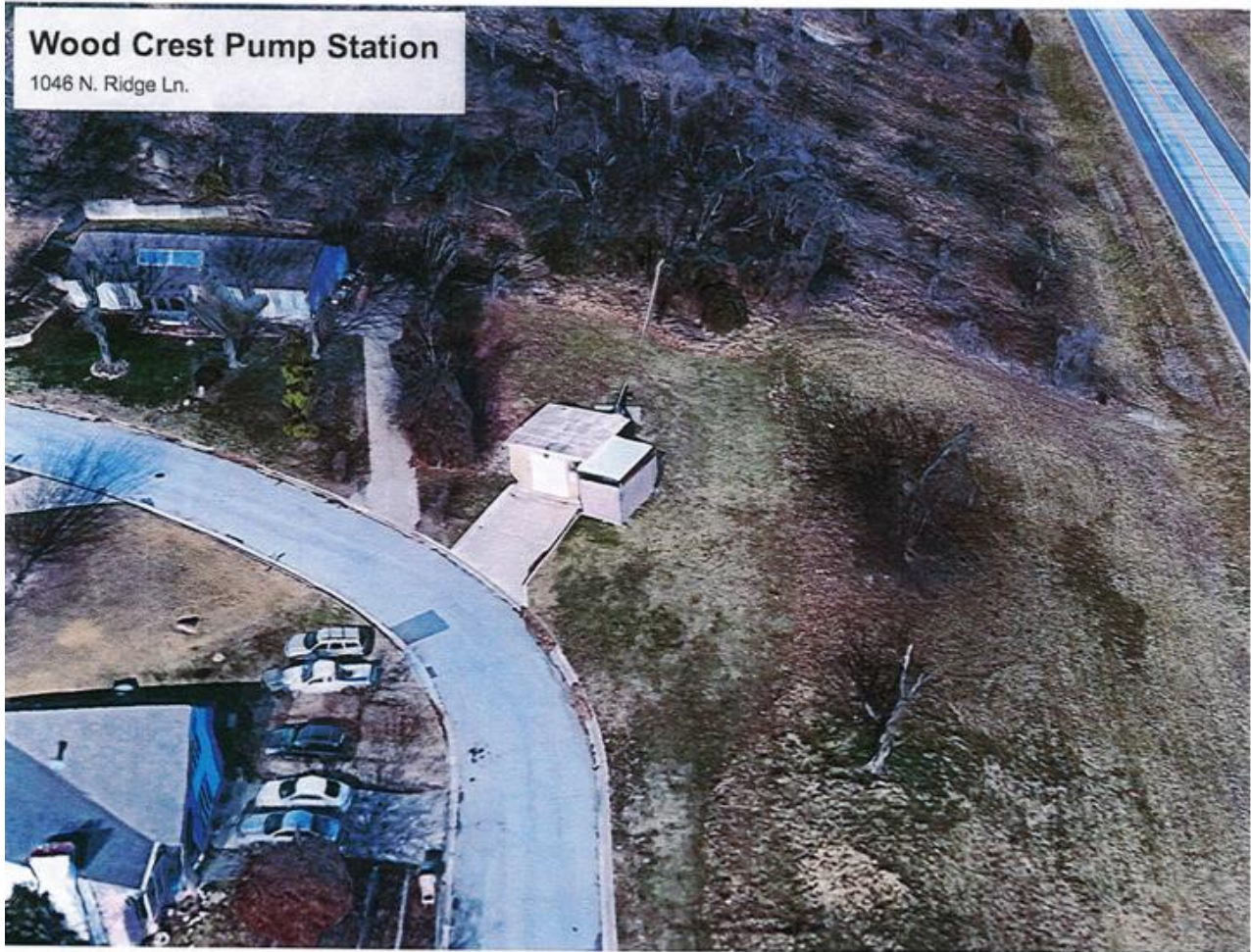
**Area 16: South Surge Tank, 3100 South 161<sup>st</sup> East Ave**



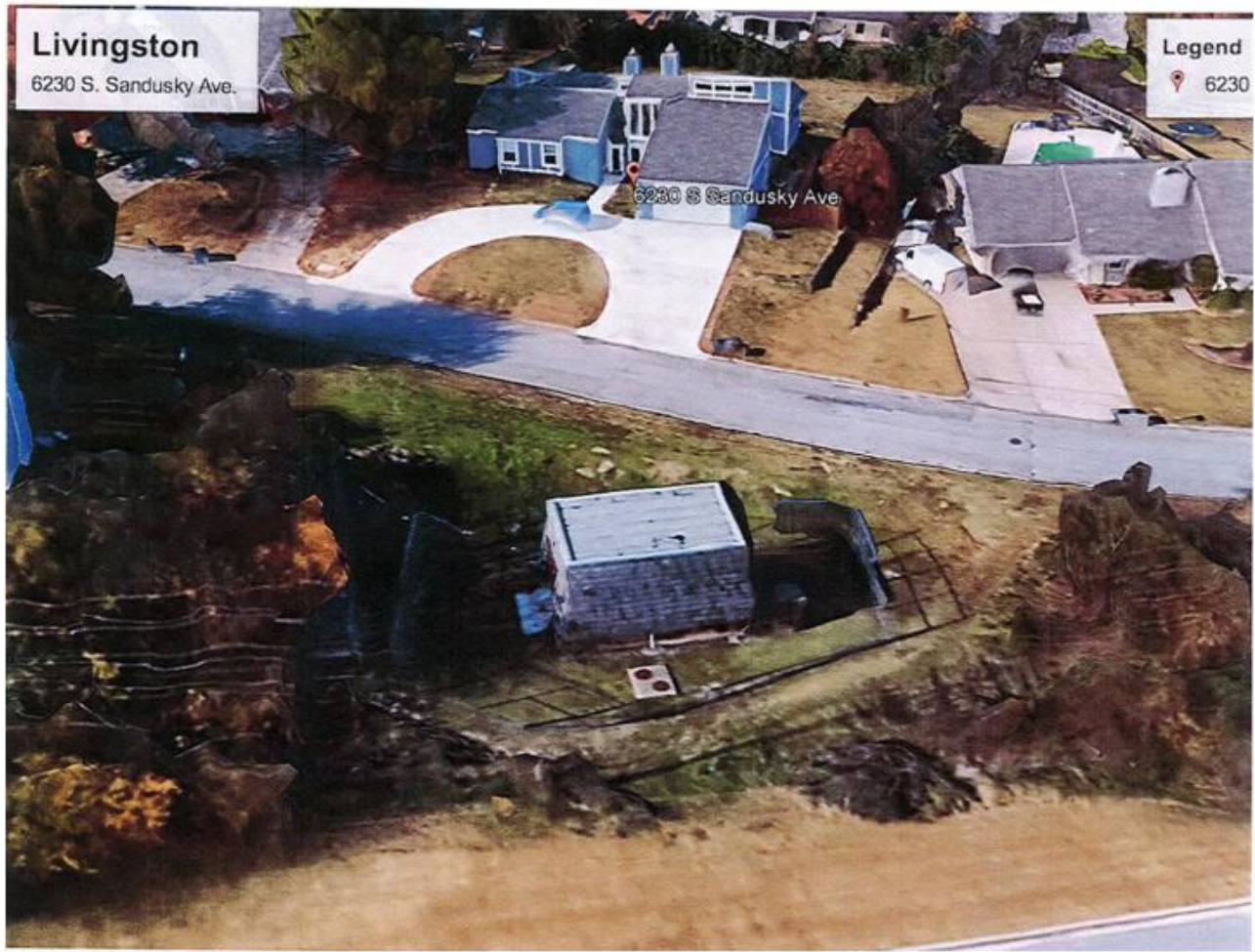
**Area 17: North Surge Tank, 2100 South 161<sup>st</sup> East Ave**



**Area 18 Woodcrest Pump Station, 1046 North Ridge Ln**



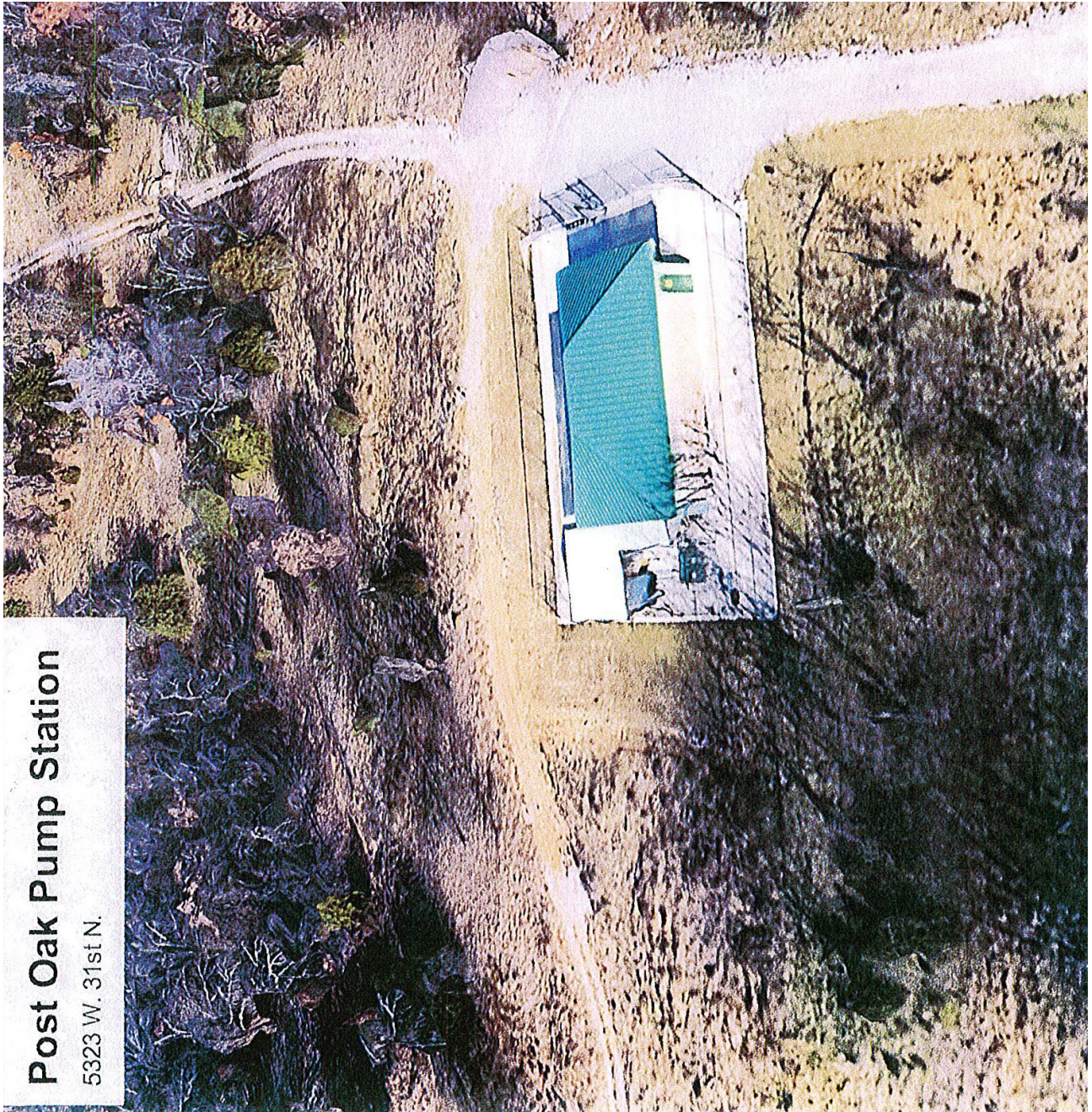
**Area 19: Livingston Pump Station, 6230 S. Sandusky Ave (building has been removed)**



**Area 20: Kimberly Clark Water Meter, 13708 South Yale Ave**



**Area 21: Post Oak Pump Station, 5323 W. 31<sup>st</sup> St. N.**



**Area 22: Gilcrease Tower, 2621 W. Apache**



**Area 23: Cherry Creek pump station, 4901 S. Elwood**



**Area 24: Tulsa Two Tower, 7316 W. Skyline Dr**

**Tulsa Two Tower**  
7316 W Skyline Dr



### 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.

Attendance is not required to submit a Bid.

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

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

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

Electronic Copy also required.

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

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

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

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

***Exceptions to Timeliness Requirement***

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

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

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

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

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

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

## IV. BID EVALUATION AND AWARD

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

- 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.

- 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

---

### [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	Approx. Acreage	Times to MOW	Unit Price (Per Mowing)	Extended Price (Times to Mow x Unit Cost)
1	Reservoir Hill Pump Station & Reservoir	9.2	16	\$	\$
2	Water Distribution Base	1.5	32	\$	\$
3	Southside Secondary Tower	2.4	16	\$	\$
4	Water Tank Storage & Southside Secondary Pump Station	22.8	16	\$	\$
5	Water Satellite	3.0	32	\$	\$
6	Turkey Mountain Reservoir	7.0	16	\$	\$
7	Southwest Pump Station	0.6	16	\$	\$
8	Lookout Mountain Reservoir	3.5	16	\$	\$
9	West Tulsa Reservoir	4.5	16	\$	\$
10	West Tulsa Reservoir Pump Station	1.0	16	\$	\$
11	South Union Pump Station	0.5	16	\$	\$
12	Sunset Pump Station	1.0	16	\$	\$
13	Oakhurst Water Tower	0.2	16	\$	\$
14	Tulsa Two Pump Station	0.5	16	\$	\$
15	Southern Ridge Water Tower	0.1	16	\$	\$

16	South Surge Tank	0.5	16	\$	\$
17	North Surge Tank	0.4	16	\$	\$
18	Woodcrest Pump Station	0.5	16	\$	\$
19	Livingston Pump Station	0.1	16	\$	\$
20	Kimberly Clark	0.3	16	\$	\$
21	Post Oak Pump Station	0.6	16	\$	\$
22	Gilcrease Tower	0.8	16	\$	\$
23	Cherry Creek Pump Station	1.1	16	\$	\$
24	Tulsa Two Tower	1	16	\$	\$
<b>TOTAL EXTENDED COST NOT TO EXCEED: (Items 1-21)</b> (All costs must be included, or Your Bid will be disqualified)				\$	_____

**Special Services (See Page 5)**

25	Special Services per Location Fire Hydrant Clearing	\$ _____
26	Special Services per Location Vegetation Clearing	\$ _____
27	Special Services per Location Spraying/Stump Killer Application at Utility Bridges	\$ _____

**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>



**AFFIDAVIT**  
NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

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

1. I am the **Authorized Agent** of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.  
\_\_\_\_\_
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: \_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an **Authorized Agent** and notarized.**

## PURCHASE AGREEMENT

(Page 1 of 5)

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

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

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

### WITNESSETH:

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

**TAC 195G Grounds Maintenance for Water Distribution Properties**  
(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

(Page 2 of 5)

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

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

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

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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;

## PURCHASE AGREEMENT

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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, 39-41	
Specifications	3-38	
Experience Portfolio	4	
Certificate(s) of Insurance	42	
References (if applicable)	43	
Sample Forms	44	
EXHIBIT A: Delivery and Pricing	45-47	
Affidavits <b>Signatures of Authorized Agent and notarization required.</b> <b>Reference Page 2: Authorized Agent</b>	48	
Purchase Agreement <b>Complete legal name in first paragraph and signature block.</b> <b>Signature by Authorized Agent required.</b> <b>Reference Page 2: Authorized Agent</b>	49-53	

**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 195G

BID DESCRIPTION: Grounds Maintenance for Water Distribution Properties

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.