

Addendum #1

TAC 262

HYDROMULCHING
PUBLIC WORKS DEPARTMENT

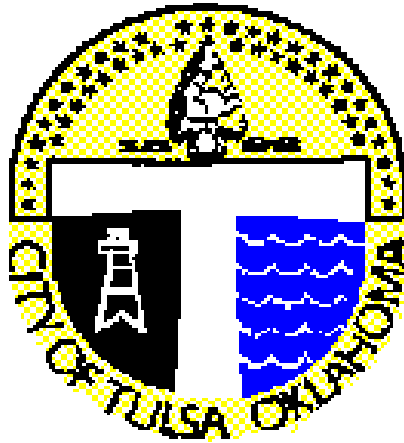
THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.

Page 3: Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of : **\$1,000.00** (Change "NONE" to \$1,000.00)

Page 8: Hydromulching Services Per Schedule "A" \$ _____ per **M (One Thousand)** Square Feet. {Insert M (One Thousand)}

Signature of Authorized Agent

Date



INVITATION FOR SEALED BID

TAC #262

Description: HYDROMULCHING SERVICES

Department: PUBLIC WORKS

NIGP Commodity Code(s): 988-38-00-000-0

Total pages including this page is 14

NOTE: FAXING OF BIDS IS NOT ACCEPTED

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Web-site : www.cityoftulsapurchasing.org

You must notify the buyer **PATRICIA CUMMINGS** of your intent to bid by e-mail pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the web-site.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says

Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between 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 bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - 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.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 19_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

**To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)**

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor

Name: _____ Signature: _____ Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 262

HYDROMULCHING SERVICES PUBLIC WORKS DEPARTMENT

HYDROMULCHING SERVICES PER SCHEDULE "A" \$ _____ PER SQ. FT.

TAC #262
HYDROMULCHING SERVICES
PW/SURFACE DRAINAGE/VEGETATION

INTENT:

It is the intent of this bid to secure, on a competitive basis, the services of a contractor **to provide all labor, materials, equipment, supplies, transportation and management to perform Hydromulching Services required by the Public Works Department** of the City of Tulsa on an as-needed basis.

PRE-BID MEETING:

A mandatory pre-bid meeting has been scheduled for **Tuesday, October 2, 2001, 9:00 a.m. at City Hall, 200 Civic Center, Room 802, Purchasing Division Conference Room**. The purpose of the conference is to inform vendors of our needs, clarify ambiguities or differing interpretations, and to evaluate vendor recommendations concerning changes. Please use this time to ask any questions you may have.

CONTRACT:

The term of the contract shall be for a period of one (1) year with three (3) successive one (1) year renewal options, as agreeable between both parties.

BID PRICES:

Prices quoted shall be firm for the first year of contract. The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

1. THE BIDDER INCLUDES A FORMULA, TO BE USED TO CALCULATE A CHANGE IN PRICE AT THE TIME OF RENEWAL, **IN THE BID FOR THE INITIAL CONTRACT**. SUCH FORMULA SHALL BE REASONABLE, OBJECTIVE AND CAPABLE OF MEASUREMENT.
2. THE CONTRACTOR NOTIFIES THE CITY, IN WRITING, NO LATER THAN 30 DAYS PRIOR TO THE EXPIRATION OF THE INITIAL CONTRACT PERIOD, OR ANY RENEWAL PERIOD, OF ITS INTENT TO EXERCISE THE RIGHT TO ESCALATE OR DE-ESCALATE PRICES

UNDER THE CONTRACT. THE NOTICE SHALL INCLUDE A CALCULATION OF THE PRICE INCREASE OR DECREASE REQUESTED INCLUDING THE FORMULA USED.

BID DEPOSIT:

Each bidder shall accompany his bid by a certified check, cashiers check or bid bond in the amount of \$1,000.00.

PERFORMANCE BOND:

The successful bidder must enter into a contract with the City of Tulsa within ten (10) days after submission of same and post a Performance Bond in the amount of \$5,000.00.

CONTRACTOR'S LIABILITY:

General Liability. The City of Tulsa and the Public Works Department shall not be held liable for any loss or damage sustained by the contractor. The contractor shall save the City of Tulsa whole and harmless from any and all claims of whatsoever nature growing out of or resulting from or in any way connected with the exercise of the privilege herein granted. Contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property.

Liens. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this bid and from all laborer's materialmen's and mechanics' liens upon the real property upon which the work is located or any property of the City of Tulsa.

Premiums. Premiums on all insurance policies shall be paid by the contractor and shall be deemed included in this service agreement unless otherwise specified.

INSURANCE:

The Contractor, and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and workmen's compensation and employer's liability insurance in the amounts required by law. The contractor shall also furnish an owner's protective policy in the same amounts with the City of Tulsa as the named assured by the same insurance company as the insurer of contractor's liability coverage.

Personal Injury, each person	\$175,000.00
Property Damage, each person	\$25,000.00
Personal Injury & Property Damage Aggregate, each occurrence	\$1,000,000.00

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The successful bidder shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the acceptance of the bid by the City.

ASSIGNMENT:

Successful bidder shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City of Tulsa.

Contractor shall comply with all applicable governmental laws and regulations.

ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

INVOICING AND PAYMENT PROCEDURE:

The contractor must submit an invoice along with corresponding work reports to the Public Works Department representative. The work reports must outline all activities performed by the contract.

The work report(s) and invoice shall be due on the first working day of the month following the month that the services were performed.

AWARD OF BID:

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.

2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
- c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. the quality of performance of previous contracts or services;
- e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding and to award each item to different bidders or both items to a single bidder.

In the event the low bidder cannot perform to the specifications of this contract, the City reserves the right to enter into the contract with the next low bidder.

BIDDER'S AFFIDAVIT:

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

TECHNICAL SPECIFICATIONS:

The following specifications are to be applied on a 1,000 square feet.

Schedule "A"

I. Fiber Mulch:

46 lbs. Mulch per 1,000 square feet – conwed or Weyerhaeuser brand real virgin wood fiber mulches – no shredded paper or paper Milo sludge will be accepted.

II. Fertilizer:

11 lbs. 10-20-10 fertilizer per 1,000 square feet – Fertilizer will be applied in the hydro-mulch slurry or before application with a mechanical powered spreader. Fertilizer will not be applied after mulch is applied.

III. Seed:

- A. 2 lbs. Of Hulled Bermuda grass, common (Cynodon Dactylon) per 1,000 square feet.

Purity will be 98.00% or better.

Germination will be 85.00% or better.

Test date for the seed will be no later than one (1) year from current date on seed label.

Seed will be Hulled Bermuda.

- B. 6 lbs. Of Tall Fescue will be used during the months of March, April and May in addition to the Bermuda seed per 1,000 square feet.

Purity will be 98.00% or better.

Germination will be 85.00% or better.

Test date for the seed will be no later than one (1) year from current date on seed label.

IV. Work will commence within five (5) days after notification to start and will complete work requirements within two (2) weeks after starting date of notification, unless inclement weather prevents work to be performed.

V. Prospective bidder will furnish to the Department of Public Works representative, certification of materials purchased for work performed, or permit Department of Public Works field operator to inspect materials used during or before applications.

VI. Watering:

Watering of an area must be done until the seeded areas have at least one (1) inch of grass growth on 80% of the area hydromulched. Contractor will guarantee a minimum of 85% live coverage of grass on areas hydromulched.

VII. Special Areas (including roadside ditches)

All specifications apply except method of hydromulch application. The hydromulch application on special areas and roadside ditches will be done with a hose from the hydromulch machine. No turret guns will be used to apply the product in these special areas.