

# **Addendum #2**

## **TAC621**

### **MOWING**

### **PARK DEPARTMENT**

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

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The following changes are to be noted:

Page 11, 1<sup>st</sup> paragraph: Please add: All vendors are required to submit a list of equipment that will be utilized to perform the service outlined in this bid specification. Failure to do so may result in rejection of bid.

Page 11, Bid Price Escalation/De-escalation: Please make this change: Contract term to begin on the date of execution by the mayor and end July 18, 2003. At expiration, renewal options *may* be exercised. However, it is anticipated that re-bid will occur, to combine this service with the services outlined in TAC610 and TAC616, General Park Grounds Maintenance.

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**Signature of Authorized Agent**

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**Date**

# Addendum #1

## TAC621

### MOWING

### PARK DEPARTMENT

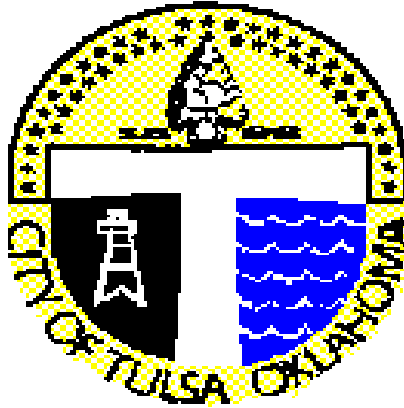
**THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID.**

<b>Ball Fields</b>				
Park	Address	Number of Fields	Acres	Bid Price per 1 x
Cecille Bales	5801 S. Unon Ave.	4	10.61	
Fred Johnson	6002 S. Riverside Drive	4	4.14	
Graham	6410 S. Yorktown Ave	2	7.49	
Hicks	3443 S. Mingo Rd.	1	4.05	
Lacy	2134 N. Madison Pl.	1	3.45	
Lantz	4902 E. Independence	2	3.12	
Maxwell	5251 E. Newton	1	3.68	
McCollough	11534 E 25th St	4	2.00	
Mitchell	5949 E. 36th Place	4	3.37	
Newblock	1710 W. Charles Page Blvd.	2	4.65	
Patrick	5123 E. Dawson Rd.	9	9.56	
Reed	4233 S. Yukon	1	2.59	
Ziegler	3902 W. 4th St	1	1.64	
McClure	7440 E. 7th	1	1.64	
<b>Totals:</b>		<b>37</b>	<b>61.99</b>	

Ball Fields only at these sites to be mowed weekly between April 1 and November 1
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\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date



## INVITATION FOR SEALED BID

**TAC621**

**Description: Mowing**

**Department: Park Department**

**NIGP Commodity Code(s): 988-36-00-000-0**

**Total pages including this page is 18**

**FAXING OF BID WILL NOT BE 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 Website : <http://www.cityoftulsapurchasing.org/>

you must notify the buyer Patricia Cummings of your intent to bid by e-mail at [pcummings@ci.tulsa.ok.us](mailto: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 website.

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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.**

**INVITATION FOR SEALED BIDS  
TO  
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower  
left outside corner of bid envelopes and all related containers.

**DATE OF OPENING:** August 1, 2002

**BID NUMBER:** TAC621

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: July 17, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

\*\*\*\*\*

**THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER**

\*\*\*\*\*

Delivery will be made in not more than \_\_\_\_\_ days after receipt of order.

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

City of Tulsa may increase quantity of order at the unit price bid for \_\_\_\_\_ days. (Bidder to Specify Days)  
I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a  BID BOND ;  CASHIER'S CHECK;  Certified Check in the amount of \$ \_\_\_\_\_, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT

STREET \_\_\_\_\_ TITLE \_\_\_\_\_

CITY STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SEALED 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
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.**

# TAC621 Mowing Park Department

Ball Fields				
Park	Address	Number of Fields	Acres	Bid Price per 1 x
Cecille Bales	5801 S. Unon Ave.	4	10.61	
Fred Johnson	6002 S. Riverside Drive	4	4.14	
Graham	6410 S. Yorktown Ave	2	7.49	
Hicks	3443 S. Mingo Rd.	1	4.05	
Lacy	2134 N. Madison Pl.	1	3.45	
Lantz	4902 E. Independence	2	3.12	
Maxwell	5251 E. Newton	1	3.68	
McCollough	11534 E 25th St	4	2.00	
Mitchell	5949 E. 36th Place	4	3.37	
Newblock	1710 W. Charles Page Blvd.	2	4.65	
Patrick	5123 E. Dawson Rd.	9	9.56	
Reed	4233 S. Yukon	1	2.59	
Ziegler	3902 W. 4th St	1	1.64	
<b>Totals:</b>		<b>36</b>	<b>60.35</b>	

Ball Fields only at these sites to be mowed weekly between April 1 and November 1

<b>Soccer Fields</b>				
<b>Park</b>	<b>Address</b>	<b>Number of Fields</b>	<b>Acres</b>	<b>Total Price per 1x</b>
Braden	5036 E. 7th St	1	1	
Fred Johnson	6002 S. Riverside Drive	2	2	
Graham	6410 S. Yorktown Ave.	1	1	
Henthorne	4825 S. Quaker	1	1	
McClure	7440 E. 7th St	2	2	
Philpott	1114 W. 37th Pl.	1	1	
Reed	4233 S. Yukon	1	1	
Ute	4141 E. Virgin	1	1	
Veteran's	2100 S. Boulder	1	1	
Whiteside	4009 S. Pittsburgh Ave.	3	3	
Ziegler	3902 W. 4th St	2	2	
	<b>Totals:</b>	<b>16</b>	<b>16</b>	

Soccer fields to be mowed twice monthly, in between cycles of the General Turf contractor.

Outside of soccer season (April 1-July 1), mowing may not be necessary.

**Base contract TOTAL bid price (Ball Fields + Soccer Fields)**

**\$ \_\_\_\_\_**

**Bid Price for any additional areas as needed per acre \$ \_\_\_\_\_**

***\*All listed acreages are approximate.\*\****

# TAC621

## Mowing

### PARK DEPARTMENT

#### **INTENT:**

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **all labor, materials, equipment, and supplies to maintain the turf for the Tulsa Park Department's Softball and Soccer Fields**. Award will be made to the lowest secure bidder.

#### **SCOPE:**

It is anticipated that softball fields will be mowed weekly during the growing season (between April 1 and November 1). It is anticipated that the soccer fields are to be mowed twice monthly, in between the mowing cycles of the General Turf Contractor. Outside of the soccer season, (April 1-July 1) mowing might not be requested. It should be noted that **the City of Tulsa guarantees no amount of work to be performed under this contract. Frequency of service will depend on need and funds availability.**

#### **MANDATORY PRE-BID CONFERENCE:**

A mandatory pre-bid conference will be held on Wednesday, July 24, 2002 at Centennial Park, 1028 E. 6<sup>th</sup> Street, Tulsa, OK at 1:30 p.m. and again on Thursday, July 25, 2002 at Centennial Park, 1028 E. 6<sup>th</sup> Street, Tulsa, OK at 1:30 p.m., for the purpose of answering any questions pertaining to the scope of work and these specifications. **Attendance at only one meeting is required. Site visit may be scheduled at pre-bid.**

#### **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 will be cause for rejection of the bid.

#### **BIDDER:**

The successful bidder will be an independent contractor and in no way classified as a City of Tulsa employee. He will be familiar with this type of work and have the necessary equipment and personnel to perform the work within the time specified. The successful bidder will be responsible for all labor, equipment and material required.

**City of Tulsa employees will not be permitted to bid on this contract or work for the awarded contractor on this contract.**

Contractors who have not previously performed this type of work for the City of Tulsa may be required to provide references of past work, and equipment and personnel lists prior to award of bid.

The contractor will be responsible for compliance with all applicable Federal, State and Municipal laws and ordinances. The contractor shall be responsible for the character and actions of its employees at all times while working on this contract. Any disrespectful or discourteous actions toward the public will not be tolerated.

**DISCHARGE OF EMPLOYEES:**

An employee of the Contractor who is stationed at the site of the work, and should prove to be quarrelsome, dishonest, incompetent, or inexperienced, or should not work for the good of the job, shall, upon written notice from the Parks Department –Park Management Inspector, be removed from the job site by the Contractor and replaced by an employee with proper qualifications.

**BID PRICE ESCALATION/DE-ESCALATION:**

Prices bid shall be firm for the first year of the contract. Escalation and de-escalation shall be in effect for the four (4) one (1) year renewal options and any escalation or de-escalation of prices shall be based on the Consumer Price Index average for the previous twelve (12) months. In the event of price adjustment, the Contractor shall notify the City in writing of such price adjustment a minimum of sixty (60) days prior to expiration of each contract period.

**LIABILITY:**

The bidder shall assume all liability for damages and shall hold the City free and harmless from all claims of damages to persons and/or property that may arise out of, or by reason of, the performance of work. The 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:**

The 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 mechanic's liens upon the real property upon which the work is located or any property of the City of Tulsa.

**INSURANCE:**

Contractor, performing as an independent Contractor hereunder shall be fully responsible for providing Workmen's Compensation and General Liability coverage as follows:

**Type of Coverage**

**Limits of Liability (Min.)**

Workmen's Compensation:	Statutory
Comprehensive General Liability:	
Bodily Injury:	\$175,000 Each person per occurrence
Personal Injury & Property Damage Aggregate	\$1,000,000 Each occurrence
Property Damage:	\$25,000 Each claimant

**The City shall have no responsibility of liability of such insurance coverage.**

Contractor must provide a certificate of insurance compliance within ten (10) calendar days after notification of award and prior to starting work. The City of Tulsa shall be listed as an additional insured on all certificates of insurance, to read as follows: "The City of Tulsa, a municipal corporation, is an additional insured for work performed under the subject contract and must be notified in writing thirty (30) days in advance of insurance cancellation or termination." Certification must include: Name and address of insurance company (must be licensed to transact business in the State of Oklahoma); Policy number; and, liability coverage and amounts.

**PREMIUMS:**

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

**PERFORMANCE BOND:**

Within ten (10) days following the award of the bid, the successful bidder will be required to post (1) a performance bond, or (2) an irrevocable letter of credit naming the City of Tulsa as beneficiary, and guaranteeing the proper and prompt completion of the work in accordance with the provisions of the contract and bid specifications. The performance bond or irrevocable letter of credit shall be in the amount of \$5,000.00

**ASSIGNMENT:**

Successful bidder shall not sell, sublet or assign the agreement or any portion thereof to any person or persons, except with the written approval of the City of Tulsa. Should the Contractor desire to use a Subcontractor at any time, written approval shall be obtained from City of Tulsa Parks Department. Parks Department reserves the right to reject any or all Subcontractors proposed by the Contractor.

**SECONDARY OR BACK-UP SOURCE:**

The City reserves the right to enter into contract with the second low bidder to be used as a secondary or back-up source. This source would be used only in the event of the failure of the primary source(s) ability to supply the full needs of the City.

If the City implements the contract with the secondary source because of the reasons stated above, the secondary source shall, after notification by the City, notify the City of its intentions to perform or terminate the contract within five (5) calendar days. The

secondary source is not obligated to perform the contract until after notification by the Contractor of their intentions.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:**

A. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employees or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (2) The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**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.

The apparent silence of this specification as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used. All interpretations of this specification shall be made from this statement. Proof of compliance will be the responsibility of the vendor.

**ALTERING BIDS:**

Bids cannot be altered or amended after submission deadline. **Any interlineation, alteration or erasure made** before opening time and date **must be initialed** by the signer of the bid, guaranteeing authenticity. Bids must be submitted in ink or typewritten. Penciling will not be accepted.

**COST OF RESPONSE TO INVITATION FOR SEALED BID:**

Bidders agree the City will not be liable for any costs associated with the preparation, transmittal or presentation of any bid in response to this "Invitation for Sealed Bid".

Further, the City will not be liable for any cost associated with the preparation of materials for, nor the conduct of any benchmark testing which may be required, except for the costs associated with the transportation, lodging and subsistence for City personnel.

**RIGHT TO REJECT:**

The City of Tulsa reserves the right to reject any or all bids, or may reject or accept any line item at the price quoted. In addition, the bidder should recognize the right of the city to reject a bid if the bidder fails to submit the data required in the bidding document, or if the bid is in any way incomplete, or irregular, or is not in total compliance with the specifications. Any departure from the specifications should be stated in the bid with an explanation of the reason for the change.

**AMERICANS WITH DISABILITIES ACT:**

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

**CITY CONTACT:**

Any questions regarding this “Invitation for Sealed bid” will be handled as promptly and directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any questions results in a change or addition to the “Invitation for Sealed Bid”, the changes or additions will be forwarded to all vendors as quickly as possible by addendum.

**Any questions should be directed to:**

***Patricia Cummings, Buyer  
Purchasing Division  
City of Tulsa  
200 Civic Center, Room 802  
Tulsa, Oklahoma 74103***

***Telephone: (918) 596-7561  
Fax: (918) 596-7560***

**For technical questions please contact: Don Cash at 918-596-2495 Or Clint Rymel at 918-252-5745.**

**VENDOR CONTACT:**

Vendors should designate a contact should any questions arise concerning a bid response. The vendor should also state the name and title of individuals who will make final decision regarding contractual commitment and have legal corporate authority to execute the contact on the vendor’s behalf.

**AWARD OF BID:**

**Award will be based on the lowest total price for all fields listed on pages 8-9. The bidder shall include in his price all labor, equipment and materials required to perform the work.**

The bid shall be awarded to the one (1) firm whose proposal is responsive to the bid and is most advantageous to the City of Tulsa, 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.

**WORK HOURS & TRAFFIC CONTROL:**

Work hours shall be at the discretion of the contractor provided the operations does not interfere with normal traffic or disrupt the public peace. Interference with the public shall be kept to a minimum. The contractor is required to provide signage for all work on the street right-of-way and it shall conform with The Manual of Uniform Traffic Control

Devices. All signage costs shall be included in the bid price. **NOTE: NO MECHANIZED WORK WILL BE ALLOWED ON "OZONE ALERT" DAYS. THIS DOES NOT EXCLUDE THE USE OF TRUCKS.**

## BASIC SERVICE:

### Ball Field Mowing:

Mow all fenced ballfield areas weekly during the growing season April 1, thru November 1 through contact with Park and Recreation Department representative (Don Cash). No more than seven (7) calendar days shall elapse between mowings. Trash and debris will be removed from turf areas before mowing, and shall be removed from the site upon completion of work.

Mowing height shall be no greater than 2.0" and no less than 1.5". All fields are to be mowed beginning April 1 at 1.5 inches. Height-of-cut shall be changed to two inches between June 15 and June 30, at the direction of the parks Department representative (Don Cash).

Mowing equipment may be monitored by park department representatives for quality of cut. Clippings shall be mulched, removed or removed so that none are left on the field.

Any scuffs, ruts, or tire tracks left on the turf surface as a result of mowing will be repaired by the contractor to Parks Department specifications within 24 hours. Any turf replacement required will be provided through the City of Tulsa's contractor for sod, and per parks Department specifications.

When field conditions are wet, due to rainfall or irrigation, the contractor shall contact the Parks Department representative prior to mowing for approval to mow.

### Ball Field Monofilament Trim:

Trim grass around all signs, fence lines, building lines, dugouts, warning tracks, and steps within the confines of the ball field area. This service is to be provided at the time of mowing.

### Ball Field Mechanical Edge:

Edge all sidewalks. This service is to be provided at the time trimming is performed.

Soccer Field Mowing:

Mow all soccer fields twice monthly during soccer seasons, April 1 through July 1 and as needed. Contact Parks department representative (Don Cash) before each cycle for required mowing dates. Trash and debris will be removed from turf areas before mowing, and shall be removed from the site upon completion of work. Mowing height shall be no greater than 1.5" and no less than 1". Mowing equipment may be monitored by park department representatives for quality of cut.

Soccer Field Monofilament Trim:

Trimming required only around goalposts.

Soccer Field Edging:

No edging required.

Mowing Clean-Up:

All clippings are to be removed from sidewalks, curbs, parking areas, and breezeways after every mowing is completed. Clean-up will be done on the same day as the mowing.

Equipment:

Rotary mowers only may be used. No brush-hogs or flail mowers.

Irrigation:

Any damage to irrigation heads, lines, valve boxes, quick couplers or other system components shall be reported to the Parks Department representative immediately. The contractor shall be liable for the damages. Necessary repairs to the irrigation system shall be made within 24 hours by an approved contractor designated by the City of Tulsa or Awarded Contractor. All repairs will be inspected by a City of Tulsa representative. Any turf replacement required will be provided through the City of Tulsa's contractor for sod, and per parks Department specifications.

Reporting:

The contractor shall notify the designated

Parks Dept. representative by fax or e-mail each day that work is performed. When mowing soccerfields, awarded contractor must schedule mowing between cycles with other contractor. Reports shall include names of sites serviced, and what work was completed. The contractor shall be required to submit a proposed mowing schedule prior to the commencement of each mowing cycle.

**ADDITIONAL AREAS:**

The Parks Department Management section reserves the right to make additions to or deletions from the specified locations by giving the contractor a ten (10) day written notice of intent.