



# Addendum #1

May 22, 2003

Please note the following changes which have been made for clarification to this Invitation For Sealed Bid. This addendum must be listed as Addendum #1 on Form #6 of the bid package as verification that you have received and are aware of the information contained herein.

204 acres	Magic Circle Detention Pond - 11102 E 17 <sup>th</sup> Pl	0.75
205 acres	Lot 2 Blk 7 Walnut Creek III - 3027 E 82 <sup>nd</sup> St	0.25
206 acres	LC 2068 Tupelo Lined Channel – 1250 S. 120th E. Ave.	2.33

✚ These additional sites bring the total area to be serviced to **1,378.13**. Please use this figure when calculating your extended cost for the 14 day cycle and the 21 day cycle on the Pricing Form #7.

171 This area is no longer under construction, and should be included in the normal mowing cycle.

**Points for clarification:**

When discussing mowing cycles of 14 days or 21 days this means:

- The entire list of mowing sites may be serviced every 14 or 21 days, depending on the cycle being used, excluding any ozone or rain days.
- The time limit for a vendor to complete the entire list of sites is 14 days or 21 days, depending on the cycle being used.

**Edging services:**

Edging will be performed every other mowing cycle, whether on a 14-or a 21-day cycle.

The number of bid packets to return:

- **1 original for the City,**
- **1 copy for the City,**
- **1 packet for the vendor; If the vendor wishes to have an original document returned to him/her, the vendor is responsible for submitting that document.**



**Invitation For Bid (IFB) #TAC185A**  
**Description: LANDSCAPE MAINTENANCE**  
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**THE CITY OF TULSA, OKLAHOMA**

**NOTICE OF INVITATION TO BID**

NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed bids for the following:

**BID #** TAC185A

**DESCRIPTION:** LANDSCAPE MAINTENANCE

You are invited to submit a bid to supply the Goods and/or Services specified above. Bids must be made in accordance with the Forms and Instructions herein.

Bids must be received no later than **5:00 p.m. (CST) on May 28, 2003** at the **CITY CLERK'S OFFICE, 200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103**. Bids must be sealed and either mailed or delivered. No faxed or emailed bids will be considered. Original signatures are required on the attached forms.

**IMPORTANT NOTE: Write the Bid Number, Bid Description as listed above, and Bid Opening Date on the lower left corner of the outside of your bid envelope. You must return the complete Bid Packet with your Bid.**

Enclosed with this Bid Packet are the following Forms and Instructions:  
 Use this checklist to ensure you have properly completed all Forms. You must return the complete Bid Packet.

√

- Summary Sheet
- Form #1: Bidder/Contractor Information Sheet. Must be completed.
- Form #2: Bid/Purchase Agreement. Must be signed and notarized **or your bid will be rejected.**
- Form #3: Interest Affidavit. Must be signed and notarized **or your bid will be rejected.**
- Form #4: Non-Collusion Affidavit. Must be signed and notarized **or your bid will be rejected.**
- Form #5: Affidavit of Claimant. Must be signed and notarized.
- Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Form #7: Delivery and Pricing. Must be completed.
- Instructions, Terms and Conditions For Bidders
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications

If you have questions or need additional information, contact the assigned Project Buyer, Patricia Cummings, at:  
 Telephone: (918) 596-7561  
 Fax: (918) 699-3021  
 Email: [pcummings@ci.tulsa.ok.us](mailto:pcummings@ci.tulsa.ok.us)



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**SUMMARY SHEET**

Sealed Offer due by 5:00 PM (CST) on Wednesday:

**May 28, 2003**

Mail or deliver sealed Bids to:

City of Tulsa-City Clerk  
 200 Civic center, Room 109  
 Tulsa, Oklahoma 74103

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Invitation For Bid documents are available at:	1. Website: <a href="http://www.cityoftulsapurchasing.org">www.cityoftulsapurchasing.org</a> 2. Fax-on-Demand: 918-596-1171 (Index of available documents) 3. Purchasing Office: City of Tulsa-Purchasing Division 200 Civic center Room 802 Tulsa, Oklahoma 74103 (Phone: 918-596-7563)
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Responses to this Invitation For Bid must be on these forms only. The ENTIRE Invitation For Bid packet must be returned or your bid may be REJECTED.

We require the following number of copies: 1- Original; 1- Purchasing copy; and 1\_ additional copies. Each copy must be labeled on the front sheet with 1" letters indicating which copy it is.

Project Buyer (City contact person):	Bidder's Notice of Intent to Submit a Bid and Questions Regarding Bids:	Issuing of Addendums or Amendments:
Patricia Cummings, Buyer  Email: <a href="mailto:pcummings@ci.tulsa.ok.us">pcummings@ci.tulsa.ok.us</a> Fax: 918-699-3153 Phone: 918-596-7551	You should email the Project Buyer indicating your intent to bid. Indicate the IFB number on the subject line of the email. You will receive an email response back verifying your notice was received.  Use the same procedure to request clarification of any point in the IFB.	Bidders who notify the City of their intent to bid will be sent notice of any addendum or amendments to the IFB, which will be made available in the same manner as the Invitation For Bid.

<b>PREBID CONFERENCE:</b>	<b>YES</b>	<b>If yes, date, time, and location will be shown here:</b>	
		Date: May 20, 2003	Date: May 22 2003
		Time: 10:00	Time: 10:00
		Location: 4502 S. Galveston Conference Room	Location: 4502 S. Galveston Conference Room
<p>If the Pre-bid is <u>mandatory</u>, two meeting options will be given. <u>You must attend at least one.</u></p> <p>If the Pre-Bid is <u>not mandatory</u>, only one meeting option will be given and attendance is not required.</p>			

**BID OPENING** - All bid openings are public and will take place at **8:30 a.m.** the day after bids are due:

**Francis Campbell Council Meeting Room**  
**City Hall, 200 Civic Center, Plaza Level**  
**Tulsa, Oklahoma**

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**FORM #2 (Page 1 of 3)**

**BID/PURCHASE AGREEMENT**

**INSTRUCTIONS:** This document **must** be properly signed and returned or your bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound to them.

**THIS PURCHASE AGREEMENT** is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 200 Civic Center, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Company name – **Must** be the **exact** legal name as shown in organizational documents (i.e., not a DBA) (the "Seller").

**WITNESSETH:**

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

**TAC185A, LANDSCAPE MAINTENANCE**

(the "Goods and/or Services");

WHEREAS, Seller desires to provide such Goods and/or Services to City and this document constitutes Seller's offer to provide the Goods and/or Services specified below, and if executed by the City's Mayor will become the Purchase Agreement for such Goods 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. **Purchase and Sale.** Seller agrees to sell City the Goods and/or Services set forth in Seller's Delivery and Pricing Form submitted with Seller's response to City's Invitation For Bid and incorporated herein ("Seller's Offer"). City agrees to pay Seller the price and amount in accordance with Seller's Delivery and Pricing Form, based on the quantity actually purchased, upon delivery of the Goods and/or Services to the City, the City's acceptance thereof, and upon Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
2. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor executes this Agreement accepting Seller's Offer. No City officer, employee or agent except the Mayor has the authority to award contracts or legally obligate the City to any contract. Any Goods and/or Services Seller provides to City before this Agreement is executed by City shall be at Seller's risk, and City shall have no obligation to pay for any such Goods and/or Services provided before this Agreement is executed by City.
3. **Documents Comprising the Agreement.** This Purchase Agreement includes the entire Invitation For Bid (i.e., the entire request for bid packet, which includes but is not limited to the (i) Affidavits, (ii) Instructions, Terms and Conditions For Bidders, (iii) Specifications, and (iv) any addenda or amendments, and (v) Seller's Offer, and such are incorporated herein as if set forth at length herein. In the event of conflicting or ambiguous language, the parties shall be governed first according to the Bid/Purchase Agreement, second according to the remainder of the documents comprising the Invitation for Bid, and third according to additional attachments submitted by Seller.
4. **Term.** The term of this Agreement shall be effective commencing **the date of execution by the Mayor of the City or Tulsa**, and continuing to and including **one year from the date thereof**. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional - **4-** one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods 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 such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
5. **Warranties.** Seller expressly warrants that all Goods and/or Services covered in the Agreement will conform to the specifications attached and incorporated herein, and further warrants that the same shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of acceptance or installation by City, whichever is later, or for such period beyond one (1) year as the Seller may provide in its Offer. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace the same at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.
7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the acceptance of the Goods, properly packed, by City.



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**BID/PURCHASE AGREEMENT**

8. **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 and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every 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.
10. **No Insurance by City.** If City is leasing Goods 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.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Offer that are contrary to the terms set forth herein that the bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Offer and awards a contract herein, City shall not be bound to any exceptions, changes or additions made by Seller, and any conflicting terms and conditions added by Seller will be void and of no force and effect because the parties will be governed according to the document precedence set forth above.
13. **Compliance With Laws.** Seller shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller is responsible for any costs of such compliance. Seller shall be responsible for complying with all applicable federal, state and local laws.
14. **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 this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination.
15. **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. If City offers a price escalation/de-escalation clause in its Invitation for Sealed Bid, Seller may be able to revise the prices for its Goods and/or Services pursuant to the terms of that provision, but City will consider those terms when determining the bid award.
16. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from 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.
17. **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.
18. **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 will not agree to binding arbitration of any disputes.
19. **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.
20. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in writing and signed by both parties. Seller may not assign this Agreement without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
21. **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 and its incorporated documents and Seller's Offer.**



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**BID/PURCHASE AGREEMENT**

**IMPORTANT NOTE:** This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. 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.

185A-98

**Sign Here ▶** \_\_\_\_\_

ATTEST:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Corporate Secretary

Company Name/Address [Please Print]

Address

City

State

Zip Code

( ) -  
 Telephone Number

( ) -  
 Fax Number

\_\_\_\_\_  
 Email Address

**CITY OF TULSA, OKLAHOMA,**  
**a municipal corporation,**

ATTEST:

By: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
 City Clerk

APPROVED:

\_\_\_\_\_  
 Assistant City Attorney



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**FORM #3 (Page 1 of 1)**

**INTEREST AFFIDAVIT**

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

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a twenty-five percent (25%) interest or more in the bidder's 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 have less than a controlling interest, either direct or indirect, in Seller's business:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

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

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

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



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**FORM #4 (Page 1 of 1)**

**NON-COLLUSION AFFIDAVIT**

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

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 bid 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 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.

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

Title: \_\_\_\_\_

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

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

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

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

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



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**FORM #5 (Page 1 of 1)**

**AFFIDAVIT OF CLAIMANT**

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

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices submitted pursuant to this Agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or materials furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract with Supplier. 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.

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

Title: \_\_\_\_\_

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

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

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

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

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



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**FORM 6 (PAGE 1 OF 1)**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that same are incorporated into the Invitation For Bid and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here ►** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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**FORM #7 (PAGE 1 OF 11)**  
**DELIVERY AND PRICING**

**1. Delivery.** If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or Services:

\_\_\_\_\_ Number of days for delivery.

If delivery is in stages, give the detail of what Goods and/or Services will be delivered at specific dates or milestones: \_\_\_\_\_

N/A \_\_\_\_\_

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as any other damages to which it may be entitled in law and in equity.

**2. Pricing. [OPTION #1]** You agree to sell City the following Goods and/or Services according to the fixed prices shown below. You must state the total cost necessary to provide all Goods and/or Services, including all shipping F.O.B. Tulsa, Oklahoma (prepaid freight), but excluding all federal excise and state sales taxes from which City is exempt.

Area	Location	
1	Flatrock Acquisition, 4100 North Lewis	7.20 acres
2	Flatrock Acquisition, 2735 East 49th Street North	.54 acres
3	Dirty Butter Acquisition, Boston Avenue and Tecumseh	.46 acres
4	Dirty Butter Acquisition, 1520 North Denver Ave.	.45 acres
5	Harlow Creek Acquisition, 4500 West Easton	1.66 acres
6	Osage Detention Pond, 1101 West Pine 35.00 acres	
7	Parkview Lined Channel, 120 S. 41st W. Ave. to Arkansas River	21.00 acres
8	Dirty Butter Lined Channel, 607 East Woodrow	2.80 acres
9	Valley View Earthen Channel, 48 Pl. N. & Iroquois, South to Flatrock Confluence	6.00 acres
10	Flatrock Creek, 4100 N. Cincinnatti Avenue to 1500' East of Peoria	20.00 acres
11	Flatrock Trib, 5000 N. Cincinnatti Avenue 1.0 acre	
12	Mayfair Detention, 5100 West 1st Street 7.50 acres	
13	Springdale Acquisition, 1650 N. Wheeling Avenue	26 acres
14	Flatrock Trib, 3300 North Hartford Avenue 1.19 acres	



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<b>15</b>	Crow Triad, Various Lots	2.5 acres
<b>16</b>	Dirty Butter Creek, Peoria and Mohawk	9.90 acres
<b>17</b>	Dirty Butter Acquisition, 2200 N. Lansing Ave.	2.50 acres
<b>18</b>	Dirty Butter Lined Channel, 900 East Apache	7.0 acres
<b>19</b>	Xyler Detention Lot, 2301 North Atlanta Court	1.00 acres
<b>20</b>	1726 East 31 Place North	1.00 acres
<b>21</b>	Vern Reyburn, 4900 West 8th Street	6.00 acres
<b>22</b>	Osage extension - 2900 N Cincinnati	8.50 acres
<b>23</b>	Osage extension - 3000 N Cincinnati	2.10 acres
<b>24</b>	Mingo Acquisition, 500 South 94 East Avenue	50.00 acres
<b>25</b>	Audubon Acquisition, 3000 South 86 East Avenue	11.30 acres
<b>26</b>	Coal Creek Acquisition, Canton and Woodrow	3.17 acres
<b>27</b>	John Paul Jones Detention Facility, 1500 South 75 East Avenue	14.60 acres
<b>28</b>	Tupelo Detention Facility, 1400 South 119 East Avenue	33.00 acres
<b>29</b>	Kingston Sump, Kingston Place and Reading Avenue	2.00 acres
<b>30</b>	Mingo Pump Station, 1800 North Mingo Road	1.20 acres
<b>31</b>	Porkchop Detention Facility, 1200 South Mingo Road	41.87 acres
<b>32</b>	Airport Industrial Center, 14300 East King Street	2.65 acres
<b>33</b>	Airport Industrial Center, 14300 East Marshall Street	1.10 acres
<b>34</b>	East Park Drainage Area, East 29 Place & South 129 E. Ave.	8.80 acres
<b>35</b>	Whispering Meadows Detention Facility, East 28 Place & 123 E. Ave.	13.22 acres
<b>36</b>	Proposed Detention Site, 2100 South 119 East Avenue	5.00 acres
<b>37</b>	Coal Creek, 4200 East Pine	9.00 acres
<b>38</b>	Holiday Park, 10759 East Admiral	26.00 acres
<b>39</b>	Cooley Lake, 12326 East Archer	23.00 acres



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<b>40</b>	Lined Channel & Three Lots, 2100 South 108 East Avenue	.75 acres
<b>41</b>	Redford Detention Facility, 2100 South 101 East Avenue	19.00 acres
<b>42</b>	Lower Mingo Creek, 10200 East I-244 North to RR Bridge	35.19 acres
<b>43</b>	Lower Mingo Creek, 10500 East 36 Street North	21.00 acres
<b>44</b>	Nelson Detention Pond, 2700 South 94 East Avenue	28.00 acres
<b>45</b>	Ditchline, 8800 East 31 Street North to Audubon	.45acres
<b>46</b>	Tupelo Creek, 600 South Highway 169, West side of Highway	7.00 acres
<b>47</b>	Mill Creek Lots, 5950 East 11 Street	2.00 acres
<b>48</b>	Longview Detention Pond, 2626 South 96 East Avenue	15.50 acres
<b>49</b>	Cherokee Pool Lot, 1632 South 119 East Avenue	1.60 acres
<b>50</b>	Lower Mingo Trib Channels, 1250 North Mingo	5.00 acres
<b>51</b>	Volunteer Flood Buyout, 1712 South Detroit	.50 acres
<b>52</b>	House Lot, 2625 East 22 Place	.50 acres
<b>53</b>	Boeing Park 200 S 94 E Ave.	10.00 acres
<b>54</b>	7787 East 28 Court	1.25 acres
<b>55</b>	Brookhollow Detention Pond, 31 and 118 East Avenue	37.00 acres
<b>56</b>	130 South 91 East Avenue	1.00 acres
<b>57</b>	2400 S Garnett	16.00 acres
<b>58</b>	Upper Audubon - 6600 E 31st St	5.00 acres
<b>59</b>	Detention pond 1500 S Cincinnati	1.00 acre
<b>60</b>	Lewis and Clark 1000 S Garnett	11.5 acres
<b>61</b>	Mill creek channel 1100 S Memorial	7.00 acres
<b>62</b>	Walnut Creek V Detention Pond, 3200 East 85 Place	1.15 acres
<b>63</b>	Livingston Park (2 ponds), 6300 South Richmond	.25 acres & 1.30 acres
<b>64</b>	Crow Acquisition, 3200 South Detroit	.54 acres



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<b>65</b>	Redfork Acquisition, 4500 South Yukon	1.60 acres
<b>66</b>	Garden City Acquisition, 3700 South Galveston	5.10 acres
<b>67</b>	Perryman Ditch, 4800 South Wheeling	1.95 acres
<b>68</b>	Cherry Creek, 4700 South Elwood, from Arkansas River I-244	34.50 acres
<b>69</b>	Redfork Creek, 4300 South Union to U.S. 75 South	.70 acres
<b>70</b>	Joe Creek, 5500 South Yale to Arkansas River	22.00 acres
<b>71</b>	Guierwood Detention Facility, 7400 South Florence	1.80 acres
<b>72</b>	Brookwood II Detention Facility, 8300 South Urbana	4.88 acres
<b>73</b>	Fieldstone Detention Facility, 11500 South Fulton Avenue	1.83 acres
<b>74</b>	Highfield Detention Facility, 10900 South Quebec Avenue	1.47 acres
<b>75</b>	Livingston Park Concrete Holding Area, 6400 South Quebec	.25 acres
<b>76</b>	Pleasant Valley East Detention Pond, 8100 South Joplin	2.41 acres
<b>77</b>	Silver Oaks III Detention Pond, 7800 South Urbana	.68 acres
<b>78</b>	Sun Meadow III Detention Pond, 9700 South Yale	2.00 acres
<b>79</b>	Vensel Creek, 9100 S. Florence to Arkansas River and S. to the end of channel improvement	9.00 acres
<b>80</b>	Vensel Creek Lined Channel, 8137 South Jamestown	.60 acres
<b>81</b>	Camelot Detention Facility, 10300 South Granite	9.00 acres
<b>82</b>	Regency Park Channel, 4600 South 89 East Avenue	2.75 acres
<b>83</b>	Fred Creek Channel, 7400 South Gary	4.00 acres
<b>84</b>	Mooser Creek, 5300 South 33 West Avenue	5.57 acres
<b>85</b>	Hagar Creek Flood Buyout, 8502 South Elwood	11.00 acres
<b>86</b>	South Fork Joe Creek, 5500 South Harvard	4.00 acres
<b>87</b>	Winsor Park South, 7100 South Oswego	2.75 acres
<b>88</b>	Hager Acquisition, 240 West 81 Street	4.5 acres
<b>89</b>	Shadow Mountain, 7300 East 61 Place ( two ponds)	.37 acres & .44 acres



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<b>90</b>	Wedgewood VI Detention Pond, 10900 East 63 Street	2.68 acres
<b>91</b>	Shadow Mountain "D" Detention Pond, 6614 East 65 Place	.30 acres
<b>92</b>	Sheridan Park Detention Pond, 10400 South 67 East Avenue	3.00 acres
<b>93</b>	Little Haikey Creek, 7700 South 69th E. Place to 7808 South 72 E. Avenue	3.50 acres
<b>94</b>	Alsuma Creek Lined Channel, 5400 South Mingo to 9400 E. 55 Pl.	1.74 acres
<b>95</b>	East Trib of Joe Creek, 5400 S. Sheridan, West to Hudson	4.04 acres
<b>96</b>	Bridal Trails Detention Pond, 9900 S. 74 East Avenue	22.90 acres
<b>97</b>	Alsuma Detention Pond, 4800 S. 101 East Avenue	8.50 acres
<b>98</b>	Bishop Tract Detention Complex, 3600 S. 103 E. Avenue	32.75 acres
<b>99</b>	Burning Tree South Detention Pond, 6400 S. 89 East Avenue	1.00 acre
<b>100</b>	Burning Tree East Detention Pond, 6400 South 89 East Avenue	1.00 acre
<b>101</b>	Chimney Hills South Extension, 9100 South 69 East Avenue	3.00 acres
<b>102</b>	Chimney Hills B Detention Pond, 8700 South 72 East Avenue	.74 acres
<b>103</b>	Chimney Hills C Detention Pond, 9100 South 72 East Avenue	2.27 acres
<b>104</b>	Chimney Hills South Drainage Channel, 7700 East 88 Place	3.00 acres
<b>105</b>	Oakleaf B Detention Pond, 8800 East 91 Place	2.75 acres
<b>106</b>	Oakleaf B Detention Pond, 9100 South 85 East Avenue	2.86 acres
<b>107</b>	Park Plaza East III, 3700 South 130 East Avenue	11.25 acres
<b>108</b>	Park Terrace South II, 3900 South 117 East Avenue	.76 acres
<b>109</b>	Shadow Mountain A Detention Pond, 6900 S 78 E AVE	.35 acres
<b>110</b>	Shadow Mountain (South of Reservoir), 6600 East 65 Place	1.43 acres
<b>111</b>	Summerfield Detention Pond, 3600 South 137 East Avenue	1.83 acres
<b>112</b>	Summerfield Detention Pond, 14100 East 33 Place	1.03 acres
<b>113</b>	Summerfield Detention Pond, 13700 East 33 Place	.88 acres
<b>114</b>	Sweetbriar East Extension, 7528 East 77 Street	1.20 acres



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<b>115</b>	Sweetbriar East Extension, 7300 East 77 Street	.75 acres
<b>116</b>	Bell Creek (Mingo Creek to BA Expressway), 3300 S. 93 E. Ave.	10.00 acres
<b>117</b>	Town Center II Detention Pond, 4500 South Garnett	8.19 acre
<b>118</b>	Wedgewood VIII Detention Pond, 6100 South 110 East Avenue	3.40 acres
<b>119</b>	Woodland Meadows Detention Pond, 8600 East 80 Place	1.83 acres
<b>120</b>	Woodland Meadows Detention Pond, 8800 East 77 Place	1.72 acres
<b>121</b>	Woodland Hills South, 7400 South 89 East Avenue	10.40 acres
<b>122</b>	Woodland Hills South, 7400 South 88 East Avenue	7.20 acres
<b>123</b>	Woodland Hills South, 7400 South 87 East Avenue	6.20 acres
<b>124</b>	Woodland Hills Mall, 6600 South 90 East Avenue	11.80 acres
<b>125</b>	Woodland Hills Mall Extension, 6600 South Memorial	2.12 acres
<b>126</b>	Woodland View Park South, 6100 South 87 East Avenue	1.24 acres
<b>127</b>	Minshall Park II Detention Pond, 7600 South Sheridan	7.50 acres
<b>128</b>	Mingo Tributary, (Shoney's area)10600 East 31 Street	8.30 acres
<b>129</b>	Glen Eagles Channel, 6500 South 90 E. Ave. to 61 Street	5.00 acres
<b>130</b>	Glen Eagles Detention Pond, 9200 East 61 Street	25.00 acres
<b>131</b>	Little Haikey Channel, 7100 South 70 East Avenue	2.40 acres
<b>132</b>	Joe Creek Trib, 6100 South Hudson (NE corner)	.15 acres
<b>133</b>	Mingo Creek Tributary, 5400 South 108 East Avenue	6.98 acres
<b>134</b>	Mingo Creek Mainstem, 3443 South Mingo	18.80 acres
<b>135</b>	Oakleaf Outfall, 9100 South 89 East Avenue	1.00 acres
<b>136</b>	Sugar Creek, 3800 South Highway 169 (to Garnett)	3.84 acres
<b>137</b>	Mingo Mainstem,4100 South 103 E. Ave. (to 51 Street)	4.50 acres
<b>138</b>	Chimney Hills "D" Detention Pond, 8700 South Memorial	5.00 acres
<b>139</b>	Sweetbriar East Extended, 8100 South 78 East Avenue	4.00 acres



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<b>140</b>	Upper Mingo Lots, 6519 South 78 East Avenue	1.00 acres
<b>141</b>	Mingo Mainstem, 5800 South Mingo	7.87 acres
<b>142</b>	Aaronson Park, 5000 South 89 East Avenue, Slopes and perimeter only	4.00 acres
<b>143</b>	Sanditen Detention & Ford Creek, 5100 South Garnett	27.20 acres
<b>144</b>	Heather Ridge Wetlands, 9300 South 71 East Avenue 6.50 acres	Outside fence and slopes only
<b>145</b>	South Hampten, 7400 South Garnett Road ( includes the channel to the west)	15.00 acres
<b>146</b>	Southern Tribs Acquisition, 4100 South 118 East Avenue	19.00 acres
<b>147</b>	Alexander Trust - 4500 S 91 E Ave 12.50 acres	
<b>148</b>	Mingo Mainstem- 2800 S Mingo	5.00 acres
<b>149</b>	Brookwood - 8100 S Yale	13.60 acres
<b>150</b>	Fred Creek- 8100 S. Wheeling	1.50 acres
<b>151</b>	Elm creek acquisition - 1404 E Admiral PI	0.20 acres
<b>152</b>	LB 7 U 2 - 1350 S Joplin	12.18 acres
<b>153</b>	Vern Rayburn channel - 4900 W 8th St.	4.00 acres
<b>154</b>	EASTLAND -2150 S 120 E AVE	1.5 acres
<b>155</b>	BROOKHOLLOW - 3000 S MINGO	3.0 acres
<b>156</b>	BELL CREEK - 3900 S 89 E AVE 10.0 acres	
<b>157</b>	RB-12 ( GOLDEN VALLEY) - 10700 E 56 ST	50.0 acres
<b>158</b>	MS-6 600 S MINGO	4.50 acres
<b>159</b>	RB-5C 1003 N 129 E AVE (COOLEY "C")	10.00 acres
<b>160</b>	LT 18 BLK 6 MID WAY ADDN – 1623 E 4 ST	.25 acres
<b>161</b>	SHERRELWOOD DETENTION POND 7100 S BIRMINGHAM AVE	0.77 acres
<b>162</b>	COOLEY LAKE "B" 11391 E ARCHER ST	4.70 acres
<b>163</b>	Mingo Acquisition 11 <sup>th</sup> to 17 <sup>th</sup>	18.00 acres
<b>164</b>	LOT 9 BLOCK 1 WALTER FOSTER 4154 E 33 <sup>RD</sup> ST	0.3 acres



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<b>165</b>	FRED CREEK EAST TRIB – 3758 E 71 ST	1.10 acres
<b>166</b>	HAGER ACQUISITION – 8901 S 33 <sup>RD</sup> W AVE	4.80 acres
<b>167</b>	Lot 6 Blk 1 Lynn Lane Estates - 17212 E 11 <sup>th</sup> St	7.30 acres
<b>168</b>	Lewis and Clark outfall – 1020 S Garnett	.75 acres
<b>169</b>	Valley View lot – 531 E 51 PI N	0.25 acres
<b>170</b>	Bridge 251 – 1100 S 138 E Ave.	1.50 acres
<b>171</b>	Smittle acquisition ( future detention) 13300 E 21 <sup>st</sup> pl ( delete for construction)	4.66 acres
<b>172</b>	Sungate lots 6898 E 56 <sup>th</sup> St	0.75 Acres
<b>173</b>	10524 S 77 E AVE Lot 19 Blk 1 Bridal Trails estates	1.00 Acres
<b>174</b>	Kingsbury II Reserve A and B - 9200 S 71 E Ave	3.00 Acres
<b>175</b>	TEMPORARY ADD ON – TWO HOUSE LOTS AT 1746 S 110 E AVE AND 1804 S 110 E AVE 0.5 acres (homes on the lots will be removed in the near future)	
<b>176</b>	3241 N Birmingham – (future detention site) (delete for construction)	2.5 acres
<b>177</b>	Lot 9 Blk 3 Meadowbrook Heights – 405 S 129 E Ave.	0.5 acres
<b>178</b>	Cooley Channel – Phase II 10200 Admiral	7.7 acres
<b>179</b>	Dirty Butter trail acquisition 675 E Tecumseh	6.61 acres
<b>180</b>	Coal creek drainage – 5350 E Tecumseh	10.00 acres
<b>181</b>	Valley View Lot - 410 E 58 <sup>th</sup> St N	0.25 acres
<b>182</b>	Mingo Mainstem – I-244 to Admiral	4.00 acres
<b>183</b>	Fred creek – 8100 S Evanston	3.19 acres
<b>184</b>	Fred Creek – 7400 S Harvard	2.90 acres
<b>185</b>	Dirty Butter lots - 2171 N Hartford	1.70 acres
<b>186</b>	Brookhollow channel improvements – 2800 S 137 E Ave.	5.25 acres
<b>187</b>	Darlington acquisition – 2100 N Darlington Ave.	3.90 acres
<b>188</b>	Vienna Woods Drainage Acquisition – 6929 S Knoxville Pl.	0.25 acres
<b>189</b>	Jones Creek Lined Channel – 1712 S 71 E Ave	3.25 acres



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<b>190</b>	Temporary ADD ON – 4739 S Wheeling ( pre-construction mowing)	0.75 acres			
<b>191</b>	Ford creek – 5150 S 122 E Ave	0.56 acres			
<b>192</b>	Acquisition lot – 1225 S 141 E Ave	0.75 acres			
<b>193</b>	Crow creek acquisition – 5525 E Ute Pl	0.50 acres			
<b>194</b>	Brookhollow creek – 3100 S 108 E Ave	3.30 acres			
<b>195</b>	Wexford Detention Pond - 10300 S Yale	3 .00 Acres			
<b>196</b>	Eastpark acquisition – 13311 E 27 <sup>th</sup> St.	0.25 acres			
<b>197</b>	Lots 11 and 12 Hackathorn addn. – 423 S Trenton ave	0.32 acres			
<b>198</b>	Lot 14 Block 4 Town and Country – 3829 E 72 <sup>nd</sup> St	0.70 acres			
<b>199</b>	Crow Creek Acquisition – 1030 E 32 <sup>nd</sup> Pl	0. 32 acres			
<b>200</b>	Magic Circle – 1722 S 106 E Ave	0.25 acres			
	<b>Total # of Acres:</b> <b>1,374.80</b> <b>1,378.13</b>	<b>14-day cycle:</b> \$ _____ <b>per/acre</b>	<b>14-day cycle:</b> <b>Extended</b> <b>cost:</b> \$ _____	<b>21 day cycle:</b> \$ _____ <b>per/ acre</b>	<b>21-day cycle:</b> <b>Extended</b> <b>cost:</b> \$ _____

<b>Additional services:</b>	<u>14-day cycle</u>	<u>21-day cycle</u>
<b>Mowing per acre:</b>	\$ _____	\$ _____
<b>Weedeat/Trim per hr.</b>	\$ _____	\$ _____



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**[OPTION #2].** You agree to sell City the following Goods and/or Services according to the attached Manufacturer's Price List(s), plus or less any percentage of discount to City. For each price list, state the **(i) Manufacturer's name, and (ii) Date of the price list.** You **must** attach a copy of each price list stated (either hard copy, disk or CD-Rom). You must also state any minimum or maximum quantity you agree to deliver.

Item	Description	Max. or Min. Qty.	State Name of Manufacturer's Published List Price	Price List Date	Price List Less ___% or Cost Plus ___%
	n/a				%
					%
					%
					%
					%
					%

**[OPTION #3/Requires Contract Amendments for price changes to ensure received by City Clerk]. Price Escalation/De-escalation.** You agree that any percentage or discount offered above will remain fixed for the duration of the Agreement. However, if there are any changes to the price lists that you bid above, you must furnish the City's Purchasing Division a copy of the new price list(s) or formula for determining the new prices. Such new price lists will be effective on the date shown on the price list(s), or 10 days from the date the price list(s) are received by the Purchasing Division, whichever is later. Any increase in the Manufacturer's Price List(s) will result in a benefit to you, and any decrease in the same will result in a benefit to City.

**[OPTION #4]. Annual Price Adjustment.** The prices bid for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price is allowed if the following are met:

- a) You must include a formula in your bid to calculate a price change at the time of renewal. The formula must be reasonable and capable of measurement.

State your formula: \_\_\_\_\_

and,

- b) You must notify City, in writing, no later than 30 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price change formula in your bid. Failure to so notify City may result in City denying any price increases. In no event can the proposed price change exceed that possible under the formula in your bid. Your notice can be sent by certified mail, fax or email. If the Consumer Price Index ("CPI") is used for the price change formula, the CPI for the immediately preceding year will be used to calculate the total price change.



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**INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS**

**THESE INSTRUCTIONS, TERMS AND CONDITIONS, AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF YOUR OFFER.**

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and these Instructions, Terms and Conditions For Bidders prior to submitting any bid. Failure to examine such documents, or any errors made in the preparation of such bid, is at your own risk.
3. **BID SUBMISSION.** These bid forms must be prepared in the name of Bidder and properly executed by an authorized person, signed in ink and notarized, with full knowledge and acceptance of all provisions. Bids may not be changed or withdrawn after the deadline for submitting bids (the "Bid Submission Date"). A bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Bid/Purchase Agreement) shall constitute a firm contract.
  - A. **BIDS MUST BE SUBMITTED ONLY ON THIS FORM AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE INVITATION FOR BID PACKET MUST BE RETURNED AS RECEIVED INCLUDING ANY ATTACHMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS INVITATION FOR BID.**
  - B. Sealed bids may be either mailed or delivered, but must be received at:  
City of Tulsa – Office of City Clerk  
200 Civic Center, Room 109  
Tulsa, Oklahoma 74103
  - C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of bids to be received by the City Clerk's Office prior to the due date and time.
  - D. Late bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
    1. City Hall closed for business for part or all of the day on the date the response was due;
    2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
    3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
  - E. **City will not accept faxed bids;** nor will City accept bids faxed to the City Clerk, Purchasing, or any other City office or employee.
  - F. City is not responsible for any of your costs in preparing the bid response, attending a pre-bid conference, or any other costs you incur, regardless of whether the bid is submitted, accepted or rejected.
  - G. All bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the bid envelope. Your name and address must also be clearly indicated on the envelope.
  - H. If submitting multiple responses to the Invitation, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
  - I. The number of copies you must submit is listed on the Summary Sheet in the front of the bid packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the bid packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the bid packet cover page. If binders are used, they must also be labeled.
  - J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
  - K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the bids must be initialed in ink.
4. **SIGNATURES.** An agent who is authorized to legally bind the Bidder must sign all forms. For example:
  - Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have a (i) corporate resolution authorizing them and (ii) recent corporate secretary's certificate indicating the authority is still valid.
  - 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 still 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.



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**Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

5. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division, its website, and fax-on-demand. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form attached to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
6. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the Pre-Bid Meeting. City will attempt to respond in writing to all timely submitted questions, but cannot guarantee a response to any question received within 10 working days of the Bid Submission Date. Any oral responses to questions before the contract is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to bid if appropriate to ensure fairness in the process for all Bidders.
- You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your bid may be disqualified, any contract recommendation or acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
7. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any resultant contract. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
8. **BID REJECTION OR WITHDRAWAL.**
- A. City may reject any or all bids, in whole or in part.
  - B. **A bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or limits your liability to the City.**
  - C. A bid may be rejected if you are currently in default to City on any other contract or have an outstanding indebtedness of any kind to City.
  - D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in bids.
  - E. You may withdraw your bid before the Bid Submission Date by appearing in person at the City Clerk's Office by an authorized agent. Otherwise, bids are irrevocable offers and may not be withdrawn until 90 days after the Bid Opening Date.
9. **BID RESULTS.** A tabulation of bids received will be made available on the City's Purchasing Division website and by fax-on-demand generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
10. **CONTRACT AWARD.** If a contract is awarded, it will be to the Bidder that City determines is the lowest secure bidder meeting specifications. Such bid analysis will consider price and other factors, such as bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the bid, whichever is in City's best interest.
11. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Invitation For Bid does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your bid unless a proposed substitution is clearly noted and described in the bid.

The parties recognize that technology may change during the period bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.

**All Goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive and the bid rejected.**



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12. **DELIVERY.** 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 to the actual point of delivery. Bids must show the number of days required for delivery under normal conditions.
13. **PRICES/DISCOUNTS.** Prices shall be stated in the units of quantity specified in the Invitation For Bid. In case of discrepancy in computing the bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. However, offered discounts will be taken if payment is made within the discount period.
14. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the bid prices.
15. **PAYMENTS.** Invoices should be mailed to: City of Tulsa – Accounts Payable  
200 Civic Center, Room 905  
Tulsa, Oklahoma 74103

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the bid.

16. **NOTICE TO PROCEED/PURCHASE ORDER.** If City accepts your Offer and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative.

17. **DEFINITIONS.** Wherever used in this Invitation For Bid, the following terms shall have the following meaning:

**"Acceptance"** with respect to a bid shall mean the City's selection and award of a contract to the Bidder's/Seller's Bid.

**"Acceptance"** with respect to delivery of Goods and/or Services provided under a Bid/Purchase Agreement shall mean City's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.

**"Addenda" "Addendum" or "Amendment(s)"** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.

**"Attachments" or "Additional Attachments"** shall mean all documents or items submitted by Bidder/Seller as part of its response to the Invitation For Bid that are not a part of the Invitation For Bid Packet.

**"Bid"** shall mean Bidder's offer to provide the requested Goods and/or Services.

**"Bid Submission Date"** shall mean the last date by which the City will accept bids for an Invitation For Bid.

**"Bidder"** shall mean a supplier or vendor that submits a bid for consideration by City in accordance with the Invitation For Bid.

**"City"** shall mean the City of Tulsa, Oklahoma.

**"Contractor"** shall mean the Bidder whose bid the City selected and awarded a contract.

**"Days"** shall mean calendar days unless specified otherwise.

**"Fax-on-Demand"** shall mean the City's facsimile number (918-596-1171) that Bidders can use to obtain documents or information.

**"Goods"** shall mean those designated items City solicited to purchase in its Invitation For Bid and that Bidder/Seller offered and agreed to provide City in response thereto.

**"Offer"** shall mean a Bidder's response to an Invitation For Bid or Invitation For Proposal. It may also be referred to as the Bid.

**"Primary Seller"** shall mean the Seller whose bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.

**"Project Buyer"** shall mean the City's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.

**"Purchasing Division or Office"** shall mean the City of Tulsa's Purchasing Division, located at 200 Civic Center, Room 802, Tulsa, Oklahoma 74103



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**"Secondary Seller"** shall mean the Seller whose bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.

**"Seller"** shall mean the Bidder whose bid City selected and awarded a contract.

**"Services"** shall mean those designated duties or labor City solicited to purchase in its Invitation For Bid and the Bidder/Seller offered and agreed to provide City in response thereto.

**"Solicitation"** shall mean an Invitation For Bid (IFB) or a Request For Proposal (RFP).

**"You" or "Your"** shall mean the Bidder responding to this Invitation For Bid or the Seller whose bid the City selected and awarded a contract.

**"Website"** shall mean the City of Tulsa's website for the Purchasing Division: [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org).

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**SPECIAL REQUIREMENTS**

- 1. Irrevocable Offer Period.** You understand and acknowledge that the offer submitted as your bid is firm and irrevocable from the Bid Submission Date until   5   days after the Bid Opening Date.
- 2. General Liability.** You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Agreement herein. You must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
- 3. Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. You agree 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 material furnished by you or your subcontractors under the scope of this Agreement.
- 4. Insurance.** If checked "Yes," the following insurance is required:      **No:** \_\_\_\_\_      **Yes:**   X

You (and any subcontractors) must obtain at your own expense and keep in effect during the term of the Agreement (including any renewal periods) policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

Your policy must either state that the insurer cannot change or cancel coverage without the insurer first giving 30 days written notice to City of such change, cancellation or termination, or make City an additional named insured. You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage on **City's Certificate of Insurance Form included in these Specifications.** The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address (must be authorized to transact business in Oklahoma);
- C. Policy number;
- D. Liability coverage and amounts;
- E. Commencement and expiration dates;
- F. Signature of authorized agent of insurer;
- G. Invitation For Bid number.

The completed Certificate of Insurance form should be sent to the assigned Project Buyer reflected on the Summary Sheet of this Invitation For Bid.

**5. Bonding.**

**A. Bid Bond.** If the box is checked "Yes," the following Bid Bond is required:

**No:**   X        **Yes:** \_\_\_\_\_      **If yes, Bid Bond Amount:** \_\_\_\_\_

If required, the Bid Bond must be enclosed with the Bid in the form of a Bid Bond, cash, certified or cashier's check in the amount indicated. If City selects your Bid and you fail to meet the obligations imposed herein, then City may retain the Bid Bond as its liquidated damages because it would be difficult and impracticable to determine actual damages. The City Clerk will return Bid Bonds to Bidders not awarded contracts, and to Bidders awarded contracts after receipt of their Performance Bonds.

**B. Performance Bond.** If the box is checked "Yes," the following Performance Bond is required:

**No:** \_\_\_\_\_      **Yes:**   X        **If yes, Performance Bond Amount:**   \$5,000.00  

If required, the Performance Bond must be submitted within 10 days after you are notified that City selected your Bid for contract award in the form of a Performance Bond, cash, certified or cashier's check in the amount indicated. If you fail to adequately perform your obligations set forth in this Agreement, City shall have the right to proceed against the Performance Bond for any damages it incurs as a result. If you are awarded a contract as a Secondary Seller, the Performance Bond requirement may be waived until performance is required under the contract.



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6. **References.** If the box is checked "Yes," References are required:

No: \_\_\_\_\_ Yes:   x   If yes, number required by City:   5  

1. **Scope.** You must furnish and supply the below listed Goods and/or Services in accordance with these additional terms, conditions and provisions set forth herein.

2. **Warranty.** You must furnish with your Bid copies of your warranty applicable to the Goods and/or Services being provided hereunder. You must expressly warrant that all Goods and/or Services being provided will conform to the Specifications and be of good materials and workmanship and free from defects for a period of   1 YR.   (must be a minimum of one year pursuant to Bid/Purchase Agreement, Paragraph 5) from the date of acceptance or installation by City, whichever is later.

**INTENT:**

THE INTENT OF THESE SPECIFICATIONS IS TO SET MINIMUM REQUIREMENTS, NOT TO OTHERWISE LIMIT BIDDING FOR THE SUPPLY OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT TO PERFORM LANDSCAPE MAINTENANCE FOR THE CITY OF TULSA'S VEGETATION MANAGEMENT DIVISION OF THE PUBLIC WORKS DEPARTMENT.

**BIDDER:**

THE SUCCESSFUL BIDDER WILL BE AN INDEPENDENT CONTRACTOR AND IN NO WAY CLASSIFIED AS A CITY OF TULSA EMPLOYEE. CITY OF TULSA EMPLOYEES WILL NOT BE PERMITTED TO BID ON THIS CONTRACT OR WORK FOR THE AWARDED CONTRACTOR ON THIS CONTRACT. THE AWARDED VENDOR WILL BE FAMILIAR WITH THIS TYPE OF WORK AND **HAVE THE NECESSARY EQUIPMENT AND PERSONNEL TO PERFORM THE WORK WITHIN THE TIME SPECIFIED.** SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED.

THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL LAWS AND ORDINANCES AND SHALL BE SUBJECT TO PRODUCT TESTING OF CHEMICALS USED. SUCH TEST(S) MAY BE CONDUCTED AT ANY TIME BY THE CITY OF TULSA OR THE STATE DEPARTMENT OF AGRICULTURE.

THE CONTRACTOR SHALL HAVE A FORMAL, WRITTEN SAFETY PROGRAM AND **PROVIDE A COPY OF THAT PROGRAM ALONG WITH ITS BID.**

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.

THE WORK MAY NOT BE SUB-CONTRACTED TO ANY OTHER COMPANY OR INDIVIDUAL WITHOUT REQUESTING SUCH IN WRITING AND RECEIVING PRIOR WRITTEN CONSENT FROM THE PUBLIC WORKS DEPARTMENT, NORTHSIDE PLANT REPRESENTATIVE.



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ANY SUB-CONTRACTOR PERMITTED WILL HAVE THE SAME INSURANCE, LICENSING AND PERFORMANCE BOND, AND ALL OTHER REQUIREMENT OF THESE SPECIFICATIONS AS THE CONTRACT HOLDER.

BIDDERS ARE REQUIRED TO PROVIDE REFERENCES OF PAST WORK, AND EQUIPMENT AND PERSONNEL LISTS PRIOR WITH THE BID SUBMISSION. AN ON-SITE INSPECTION OF CONTRACTOR'S EQUIPMENT MAY BE REQUIRED AS PART OF THE EVALUATION PROCESS.

THE AMOUNT TO BE CONTRACTED WILL DEPEND UPON THE NEED AND THE FUNDS AVAILABLE AND THERE IS NO GUARANTEED LEVEL OF WORK.

PRICES SHALL BE FIRM FOR THE LENGTH OF THE ONE (1) YEAR CONTRACT.

**EXAMINATION OF WORK SITES:**

EACH BIDDER SHALL EXAMINE THE LOCATIONS CALLED OUT IN THIS BID. SUBMISSION OF THEIR BID PROPOSAL SHALL BE TAKEN AS EVIDENCE THAT THEY HAVE MADE ALL INVESTIGATIONS ESSENTIAL TO A FULL UNDERSTANDING OF THE DIFFICULTIES, WHICH MAY BE ENCOUNTERED AND HAS SPECIAL QUALIFICATIONS FOR DOING THE WORK COVERED BY THIS BID IN ACCORDANCE WITH THE REQUIREMENTS, TERMS AND CONDITIONS HEREIN. THE FOREGOING INFORMATION MAY BE USED, AT THE DISCRETION OF THE SURFACE DRAINAGE/VEGETATION SECTION, IN DETERMINING BIDDERS ABILITY TO PERFORM ACCORDING TO THE SPECIFICATIONS. THE SURFACE DRAINAGE/VEGETATION MANAGEMENT SECTION ALSO RESERVES THE RIGHT TO DEFER RECOMMENDATION OF AWARD OF THE CONTRACT UNTIL AFTER AN INTERVIEW WITH THE APPARENT LOW BIDDER. THE SAID INTERVIEW MAY BE CONDUCTED BY DESIGNATED REPRESENTATIVES OF THE SURFACE DRAINAGE/VEGETATION MANAGEMENT SECTION.

**SECONDARY OR BACK-UP SOURCE:**

THE CITY RESERVES THE RIGHT TO PURCHASE FROM A SECONDARY OR BACK-UP SOURCE TO BE USED IN THE EVENT OF FAILURE OF THE PRIMARY SOURCE(S) ABILITY TO SUPPLY THE FULL NEEDS OF THE CITY.

THE BIDDER WILL MAKE A CONCERTED EFFORT TO MEET THE CITY'S NEEDS ON A DAILY BASIS. THE BIDDER WILL GIVE THE CITY AS MUCH ADVANCE NOTICE AS POSSIBLE WHENEVER THEY ARE UNABLE TO SUPPLY THE MATERIALS REQUIRED.

**PAYMENT PROCEDURE:**

THE CITY SHALL MAKE PAYMENT TO THE CONTRACTOR ON ALL INVOICES SUBMITTED TO THE FINANCE/ACCOUNTS PAYABLE DIVISION. THE CONTRACTOR SHALL SUBMIT TO THE PLANT REPRESENTATIVE A COMPLETED WORK REPORT TO VERIFY WORK COMPLETED AT EACH SITE. THE PLANT REPRESENTATIVE SHALL SIGN AND RETAIN THE WORK LIST FOR VERIFICATION OF SUBMITTED INVOICES. INVOICES WILL NOT BE APPROVED FOR PAYMENT WITHOUT THIS VERIFICATION. THE CONTRACTOR SHALL SUBMIT COPIES OF ALL INVOICES



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TO THE DEPARTMENT REPRESENTATIVE.

**MAINTENANCE AREA:**

DEPARTMENT REPRESENTATIVE(S) WILL BE ABLE TO CLARIFY ANY QUESTIONS ABOUT THE MAINTENANCE AREAS.

**GENERAL:**

THE CONTRACTOR SHALL FURNISH ALL OF THE MATERIALS AND PERFORM ALL OF THE WORK TO BE UNDERTAKEN AS THE CONTRACTOR'S MUST PROVIDE A VALID PHONE NUMBER AND ADDRESS AT ALL TIMES TO AUTHORIZED REPRESENTATIVE.

ALL MATERIALS, TOOLS AND EQUIPMENT USED IN PERFORMING THE CONDITIONS OUTLINED WILL BE FURNISHED BY THE CONTRACTOR AND MUST BE REMOVED FROM THE SITE AT THE END OF EACH WORKING DAY OR UPON THE REQUEST OF THE SURFACE DRAINAGE/VEGETATION MANAGEMENT SECTION OR ITS AUTHORIZED REPRESENTATIVE AT ANY TIME. NO CHEMICALS, HERBICIDES (WEED KILLERS), INSECTICIDES, FUNGICIDES OR FERTILIZERS ARE TO BE USED WITHOUT WRITTEN APPROVAL FROM THE SECTION REPRESENTATIVE. ALL CHEMICAL TANKS WILL BE SUBJECT TO RANDOM TESTING BY SURFACE DRAINAGE SECTION OR OKLAHOMA DEPARTMENT OF AGRICULTURE.

THE SUCCESSFUL BIDDER SHALL NOT SELL, SUBLET, OR ASSIGN THE AGREEMENT OR ANY PORTION THEREOF TO ANY PERSON OR PERSONS, EXCEPT UPON WRITTEN APPROVAL OF THE SURFACE DRAINAGE/VEGETATION MANAGEMENT SECTION.

THE SUCCESSFUL BIDDER SHALL NOTIFY THE AUTHORIZED REPRESENTATIVE OF THE SURFACE DRAINAGE/VEGETATION MANAGEMENT SECTION AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO CONDUCTING MAINTENANCE OPERATIONS.

THE SURFACE DRAINAGE/VEGETATION MANAGEMENT SECTION REPRESENTATIVE WILL BE AVAILABLE FOR CONSULTATION AND SUPERVISION FROM THE INITIAL START OF THE CONTRACT UNTIL COMPLETION. IF AT ANY TIME IT IS DETERMINED BY THE SURFACE DRAINAGE/VEGETATION MANAGEMENT SECTION REPRESENTATIVE CAN STOP THE WORK UNTIL THE CORRECTION IS INITIATED. FAILURE TO CORRECT CONTRACT VIOLATIONS (TOUCH UP WORK COMPLETED WITHIN 5 WORKING DAYS) SHALL GIVE THE CITY OF TULSA THE RIGHT TO TERMINATE THE CONTRACT.

**TECHNICAL SPECIFICATIONS:**

In accordance with these specifications and/or as directed by the Surface Drainage/Vegetation Management Department's representative, the contractor shall be responsible for:

- A. **Initial Property Clean-Up:** The property will be initially cleaned of litter, debris, dead limbs, etc. prior to the first mowing and trimming.
- B. **Grounds Mowing:** All turf must be mowed every fourteen (14) days OR twenty-one (21) days during the months of April through October at a height of three inches, with a fine cut mowing blade. Mowing height may be adjusted only by written directive by section supervisor.
- C. **Weeds/Grass Trimming:** Remove or spray grass and weeds growing around trees, poles, sidewalks, trails, culverts, or bridges at least once every fourteen (14) days OR twenty-one (21) days. Edging must be performed along curb lines, concrete structures, pads and sidewalks every four (4) OR six (6) weeks unless needed more often. Turf clippings that are heavy or smothering after mowing are to be removed.



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- D. **Litter:** All litter must be removed from the site before each mowing and at least once every fourteen (14) days OR twenty-one (21) days. Litter receptacles are to be provided and emptied by the contractor as needed. All grass and leaf clippings shall be swept and removed from sidewalks, street and maintenance trails after mowing as needed. Some sites may be excused from the litter receptacle requirement by the section supervisor.
- E. **Hazard Removal/Hazard Notification:** Pick up and remove all broken glass from sidewalks and other hard surfaces and turf areas as needed, but at least once every fourteen (14) days OR twenty-one (21) days prior to mowing. Contractor must notify the Surface Drainage and Vegetation Management section representative of all hazards found within the mowing area. Hazards, which may affect the safety of the public and need to be corrected by the City of Tulsa, should be brought to the attention of the Surface Drainage and Vegetation Management section representative immediately.
- F. **Damaged Property:** The City of Tulsa representative shall be notified of damaged plant materials resulting from mechanical injury or storm damage. Any hazardous conditions shall be reported to the City of Tulsa immediately. The successful bidder will be responsible for repairs on all plant materials damaged by his employees or equipment during maintenance performance and be responsible for replacement of all trees, shrubs and groundcovers destroyed by contractor's employees and equipment during performance of maintenance work. The City of Tulsa representative will determine the degree of damage. Contractor will confer with the Surface Drainage/Vegetation Management representative before replacement of any dead or damaged materials to be planted. Turf damage will be corrected including reseeding of the damaged areas at the contractor's expense. The contractor will be responsible for repairs to all damage to irrigation systems, which occurs due to mowing operations.

**OZONE DAYS: No mowing will be allowed on Ozone Days.**

## **AWARD OF BID**

Award of this bid will be awarded to a single vendor based on the total extended cost for all areas for both the 14-day cycle and the 21 day cycle.

## **Response Format**

**RETURN THIS ENTIRE IFB PACKET WITH ANY SUPPORTING DOCUMENTS**



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Certificate Date _____	<b>THE CITY OF TULSA, OKLAHOMA</b>	Property or Contract No. _____
<b>CERTIFICATE OF INSURANCE</b>		

Producer (name, address & phone number):  Insured (name and address):	NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW, EXCEPT AS SHOWN BELOW  <b>COMPANIES AFFORDING COVERAGE</b>  COMPANY A COMPANY B COMPANY C COMPANY D
---	--

COVERAGE: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED(S) NAMED ABOVE FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN ON THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE CITY OF TULSA, OKLAHOMA, FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>General Liability</b>  _____ COMMERCIAL GENERAL LIAB. _____ Claims Made _____ Occurrence  _____ OCP _____				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
						\$
	<b>Automobile Liability</b>  _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Each Accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
						\$
	<b>Excess Liability</b>  _____ OCCURRENCE _____ CLAIMS MADE  _____ DEDUCTIBLE RETENTION _____ \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>Workers Compensation and Employers' Liability</b>				_____ WC Statutory Limits _____ Other	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	<b>Other</b> (as required by Contract)					

**DESCRIPTION OF OPERATIONS/VEHICLE/SPECIAL PROVISIONS**

The City of Tulsa, Oklahoma, is an additional insured with respect to liability arising out of the work performed and/or services and materials provided pursuant to Contract No. \_\_\_\_\_, TAC No. \_\_\_\_\_.



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<b>CERTIFICATE HOLDER(S)</b>  The City of Tulsa , Oklahoma _____ Department 200 Civic Center, Room _____ Tulsa, Oklahoma 74103	<b>CANCELLATION</b> IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED, EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGE AND 10 DAYS WRITTEN NOTICE OF NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER.  <b>AUTHORIZED REPRESENTATIVE SIGNATURE</b>  TELEPHONE NUMBER (    ) _____
---	---

**18498**  
**(PLEASE READ CAREFULLY)**

**EXPLANATION OF THE CITY OF TULSA'S CERTIFICATE OF INSURANCE FORM**

The City of Tulsa, Oklahoma, requires the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City relies on this Certificate as proof of compliance with the insurance requirements that the vendor/contractor has agreed to provide. The City must be advised of any cancellation or nonrenewal of the required insurance coverage or any reduction in the coverage provided in compliance with the contract as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation or reduction in coverage (other than an aggregate limit provision reduction) and ten (10) days written notice of nonrenewal for nonpayment of premium must be provided to the City so the City can take appropriate action.

Many certificates of insurance are received by the City which contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is, "Should any of the above policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail (number of days) days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City has the right of notice of cancellation, nonrenewal and reduction of coverage as a requirement in the contract. The City relies upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The City must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract.

No activity will begin on the contract until the executed Insurance Certificate is received. Your cooperation in providing the City with acceptable evidence of insurance compliance will prevent confusion and delay.