

## INVITATION FOR SEALED BID

**TAC 383**

**Description: Landscape Maintenance**

**Department: PUBLIC WORKS**

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

**Total pages including this page is 20**

**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: May 16, 2002**

**BID NUMBER: TAC 383**

**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: May 8, 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.**

# TAC 383

## Landscape Maintenance

### Public Works Department

Area 1: The Administration building site is bordered on the North by Elwood Avenue; on South by the north end of the bridge at Mooser Creek; on West by the access road; on East by the fence line (including 15 foot buffer) at the Administration building. (See site plan.)

(a) Mow entire site to finish

\$ \_\_\_\_\_ x 25 times = \$ \_\_\_\_\_

(b) Trim around all building, structures fences, valves, poles, tree, shrubs, and other appurtenances. Remove litter and debris. Sweep sidewalks.

\$ \_\_\_\_\_ x 25 times = \$ \_\_\_\_\_

(c) Herbicides application to protective dike and all decorative rock.

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

(d) Fertilizer/herbicide application to control weeds and promote lush grass growth; entire site.

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

(e) Pesticide application to protect trees and shrubs, entire site.

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

Area 2: The Plant site is bordered on the North by the north end of the bridge at Mooser Creek; on south and West by fence; on East by Arkansas river. (See site plan.)

(a) Mow entire site to finish

\$ \_\_\_\_\_ x 20 times = \$ \_\_\_\_\_

(b) Trim around all building, structures fences, valves, poles, tree, shrubs, and other appurtenances. Remove litter and debris. Sweep sidewalks.

\$ \_\_\_\_\_ x 20 times = \$ \_\_\_\_\_

(c) Herbicides application to protective dike and all decorative rock.

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

(d) Fertilizer/herbicide application to control weeds and promote lush grass growth; entire site.

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

(e) Pesticide application to protect trees and shrubs, entire site.

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

Area 3: The Plant site is bordered on the North by the north end of the bridge at Mooser Creek; on south and West by fence; on East by Arkansas river. (See site plan.)

**A. Area South of 71<sup>st</sup> Street & West of Railroad**

(1) Mow entire site to non-turf condition.

\$ \_\_\_\_\_ x 10 times = \$ \_\_\_\_\_

(2) Trim around all buildings, structures, fences, valves, poles, trees, shrubs and other appurtenances. Remove litter and debris. Sweep sidewalks.

\$ \_\_\_\_\_ x 10 times = \$ \_\_\_\_\_

(3) Herbicide application to protective dike along Arkansas River (rock portion only) and all decorative rock.

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

Area 4: Cherry Creek Lift Station – 4899 South Elwood Avenue. The site is boarded on the North by Cherry Creek and South by fence; on the East by the Arkansas River; and the West by Elwood Avenue. (See site plan.)

(A) Area enclosed by fence.

(1) Mow entire area to finish cut.

\$ \_\_\_\_\_ x 25 times = \$ \_\_\_\_\_

(2) Trim around all buildings, structures, fences, valves, poles, trees, shrubs and other appurtenances. Remove litter and debris. Sweep sidewalks.

\$ \_\_\_\_\_ x 25 times = \$ \_\_\_\_\_

(3) Pesticide application to protect trees and shrubs; entire area.

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

(4) Fertilizer/herbicide application to control weeds and promote lush grass growth; entire area.

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

(B) Area outside fence

(1) Mow entire area to finish cut.

\$ \_\_\_\_\_ x 25 times = \$ \_\_\_\_\_

(2) Trim around buildings, structures, fences, valves, poles, trees, shrubs and other appurtenances. Remove litter and debris. Sweep jogging trail and parking lot.

\$ \_\_\_\_\_ x 25 times = \$ \_\_\_\_\_

(3) Pesticide application to protect trees and shrubs; entire area.

\$ \_\_\_\_\_ x \_\_\_\_\_ times = \$ \_\_\_\_\_

(4) Fertilizer/herbicide application to control weeds and promote lush grass growth; entire site.

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

(5) Herbicide application to protective dike (rock portion only).

\$ \_\_\_\_\_ x 2 times = \$ \_\_\_\_\_

Area 5: Southeast Basin Lift Station – 12236 South Sheridan Avenue. This site is enclosed by fence. (See site plan.)

(a) Mow entire site non-turf condition.

\$ \_\_\_\_\_ x 10 times = \$ \_\_\_\_\_

(b) Trim around all structures, fences, buildings, valves, poles, trees, shrubs and other appurtenances. Remove litter and debris. Sweep sidewalks.

\$ \_\_\_\_\_ x 10 times = \$ \_\_\_\_\_

**TOTAL ANNUAL COST:** \_\_\_\_\_

**EXTRA SERVICES:**

The following services may be requested by the department for the amount bid.

(a) Removal of debris and litter.

\$ \_\_\_\_\_/labor hour x \_\_\_\_\_ times = \$ \_\_\_\_\_

(b) Shrub, weed and tree trimming including removal and disposal.

\$ \_\_\_\_\_/labor hour x \_\_\_\_\_ times = \$ \_\_\_\_\_

(c) Tree removal and disposal.

\$ \_\_\_\_\_/labor hour x \_\_\_\_\_ times = \$ \_\_\_\_\_

(d) Plant bulbs/flowers including tulips, mums and periwinkles.

\$ \_\_\_\_\_/labor hour x \_\_\_\_\_ times = \$ \_\_\_\_\_

(e) Fertilization: Price shall be based on 43,000 square feet.

Pre-emergent (Spring):	\$ _____/43,000 sq. ft.
Pre-emergent (Fall):	\$ _____/43,000 sq. ft.
General Fertilization (Spring):	\$ _____/43,000 sq. ft.
General Fertilization (Summer):	\$ _____/43,000 sq. ft.
General Fertilization (Fall):	\$ _____/43,000 sq. ft.

CHANGES:

The City, or its authorized representative, reserves the right to make additions to, or deletions from, the services of the specified locations by giving the contractor a ten (10) day written notice of intent.

Bidders are therefore asked to provide a per hour charge for the services herein specified for locations that may be added at a later date.

Since information as to the number of additional locations to be serviced is not presently known, the hourly charge for added locations will not be used as a factor in determining award of the contract.

Per Non-turf Mowing Conditions	\$ _____/hour
Per Turf-type Mowing Conditions	\$ _____/hour
Per Grass/Weed Trimming	\$ _____/hour

**TAC #383  
LANDSCAPE MAINTENANCE  
PUBLIC WORKS/SSWWTP**

**GENERAL:**

The City of Tulsa Department of Public Works Southside Wastewater Treatment Plant will enter into a contract for the mowing of weeds and grasses. The amount to be contracted will depend upon the need and the funds available.

A pre-bid conference will NOT be held. However, it is understood that by submitting a bid, the vendor is aware of the maintenance areas and types of services required. Guided tours will be conducted on Tuesday, May 7, 2002 at 9:00 a.m. and on Thursday, May 9, 2002 at 9:00 a.m., at 5300 S. Elwood Avenue, Tulsa, OK, by Alan Mitchell, 918-591-4450. You may ask any questions at that time.

**SCOPE:**

The successful bidder will be a contractor who is familiar with this type of work and has the necessary equipment and personnel to perform the work within the times specified. The contractor will be responsible for all labor, equipment and material required, and will be an independent contractor and not a City of Tulsa employee.

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

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

The contractor will be responsible for compliance with all Federal, State and Municipal laws and ordinances applicable to this work.

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.

**A copy of all licenses required by the State of Oklahoma to perform the work herein described is to be submitted with original bid document. A list of equipment which you will utilize to perform the scope of service under this bid is required with bid submission.**

**TERM OF CONTRACT:**

The term of this contract shall be for a period of one (1) year beginning with the date of execution of the contract. The contract shall be renewable annually for four (4) succeeding years if mutually agreed by both the City and the contractor. The decision to renew or cancel the contract will be made 90 days before expiration of the current contract. Price adjustments limited to the change in the Consumer Price Index for all Cities, as published by the U.S. Department of Labor Statistics for the prior twelve (12) months will be considered at contract renewal time. **This contract can be terminated unilaterally the city if the contractor fails to meet the specifications, or fails to met any provisions of the contract.**

The contract will be awarded on the basis of the lowest total base bid.

**BONDING:**

The successful bidder will be required within ten (10) days after award of bid to post a \$2,000.00 Performance Bond to guarantee timely performance of the work.

**INSURANCE:**

The Vendor(s), and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the contract in the desired amounts set forth below and workmen’s compensation in the amount required by law, and employer’s liability insurance in the amount of five hundred thousand dollars (\$500,000).

<b>Personal Injury, each person</b>	<b>\$175,000</b>
<b>Property Damage, each person</b>	<b>\$25,000</b>
<b>Personal Injury &amp; Property Damage aggregate, each occurrence</b>	<b>\$1,000,000</b>

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the City thirty (30) days written notice of cancellation. The successful Vendor(s) and all subcontractors shall furnish the City a certificate of insurance showing such coverage prior to execution of a contract with the City.

The City shall have no responsibility of liability for 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.

### **EXAMINATION OF WORK SITE:**

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

### **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 bid.

### **AWARD OF BID:**

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

#### **406E. AWARD OF CONTRACT**

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;

- c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. the quality of performance of previous contracts or services;
- e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

Area 1 - Southside WWTP  
 5300 S. Elwood Av  
 Administration Building

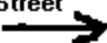
Maintain to 15 ft outside of fence line at Admin. Building  
 Maintain along service road from bridge at Mooser Creek to stop sign

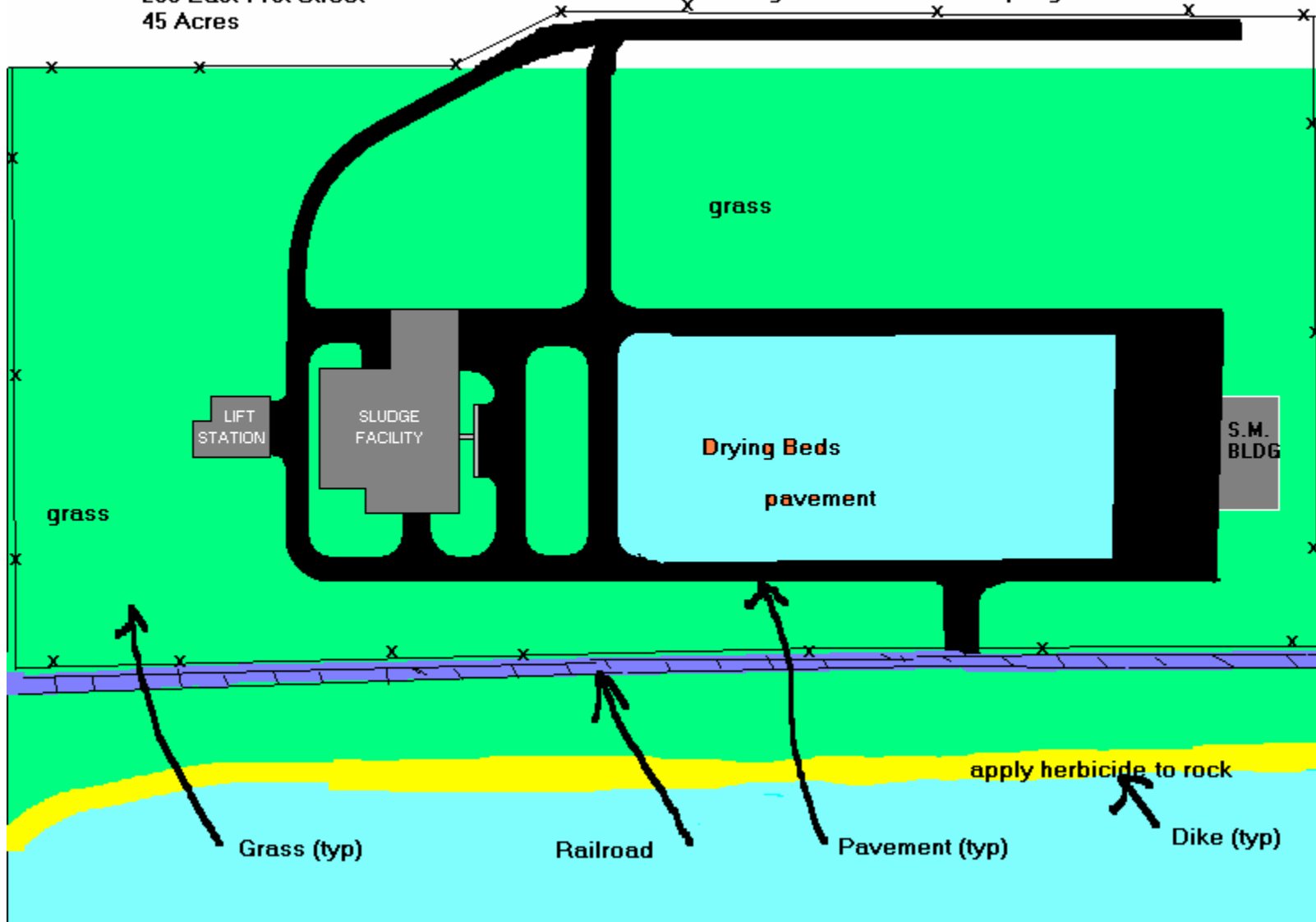


Area 2 - Southside WWTP  
 5300 S. Elwood Av  
 Plant Complex - 13 acres

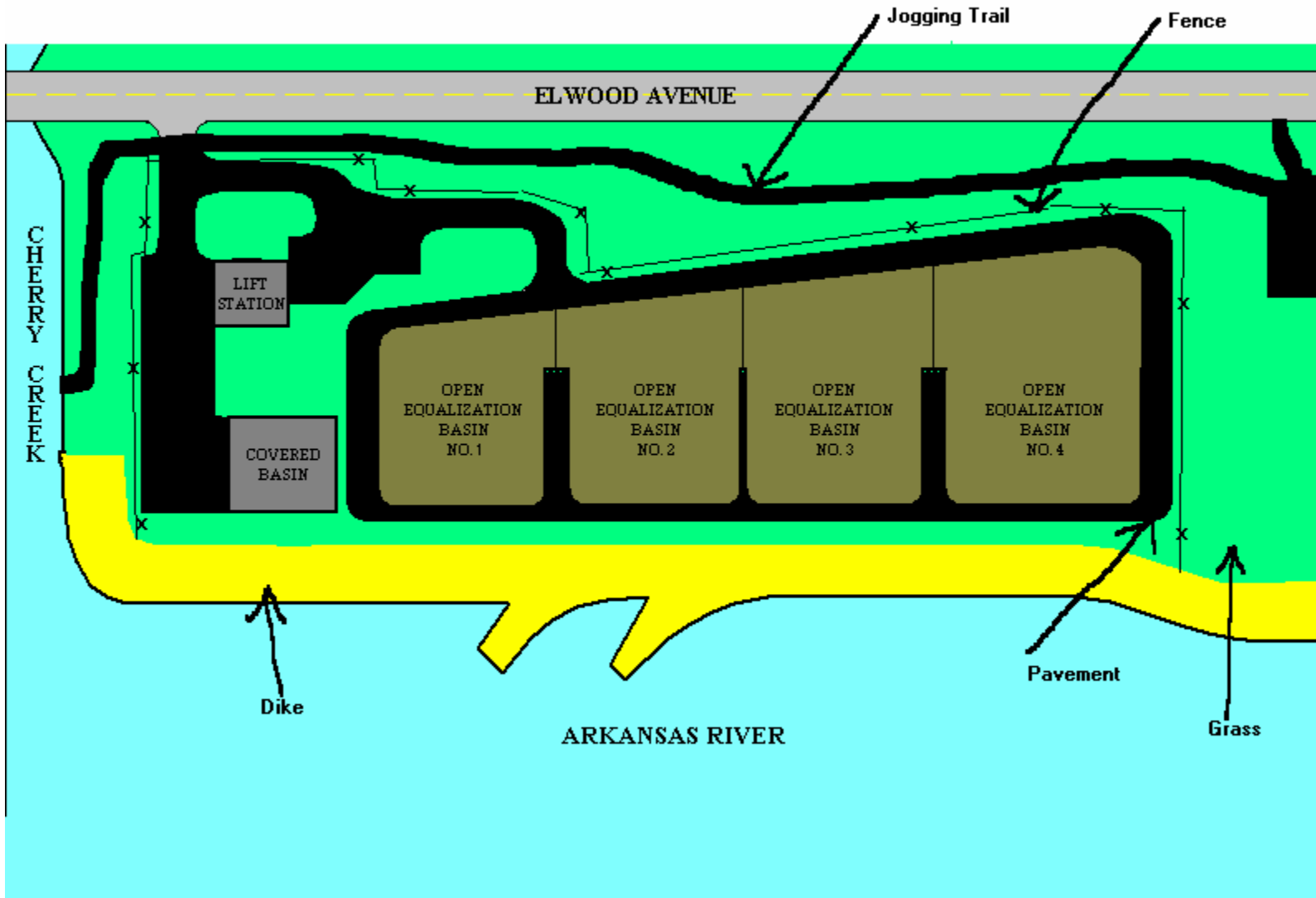
Maintain inside plant perimeter fence from bridge at Mooser Creek to south fence line.

**Area 3** Sludge Dewatering Facility  
236 East 71st Street  
45 Acres

Maintain Area inside of fence plus dike. To 71st Street  
Maintain along service road to stop sign. 



**Area 4** Cherry Creek Lift Station  
4899 S. Elwood Ave.  
22.5 Acres



**Area 5** Southeast Basin Lift Station  
12236 S. Sheridan Ave.  
1 Acre

Maintain area inside fence.  
Maintain area between fence and Sheridan Ave.  
When weather permits mow storage area.

