

Addendum #1

TAC 616

LANDSCAPE MAINTENANCE PARK & RECREATION DEPARTMENT

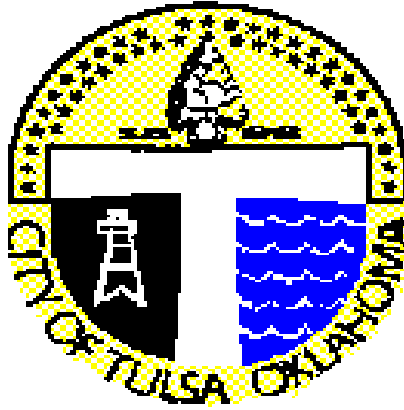
THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.

Page 15, **AWARD OF BID** paragraph clarification:

Award will be based on the lowest secure bidder **per route**. The bid shall be awarded to the firm(s) whose proposal is most advantageous to the City of Tulsa.....

Signature of Authorized Agent

Date



INVITATION FOR SEALED BID

TAC 616

Description: Landscape Maintenance

Department: Park Department

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

Total pages including this page is 17

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 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 616

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 616 Landscape Maintenance Public Works Department

Route 1			
Park	Address	Acres	Price
Helmerich	7301 S. Riverside Drive	8.02	
Ziegler	3902 W. 4th St	14.76	
Fred Johnson	6002 S. Riverside Drive	19.83	
Terwilliger	5902 W. 10th St.	7.23	
Cecille Bales	5801 S. Unon Ave.	12.37	
West Highlands	2626 W. 61st St.	8.6	
Schlegel	3825 W. 53rd Pl.	1.95	
Carbondale	2802 W. 48th St	1.36	
Challenger 7	3909 W. 41st St.	6.69	
Howard	2510 S. Southwest Blvd.	5.68	
West Tulsa	1002 W. 21st St.	10.87	
Philpott	1114 W. 37th Pl.	6.89	
Peneny	531 S. 49th West Ave	1.18	
Lubell	2909 W. 56th St.	0.25	
Henthorne	4825 S. Quaker	4.75	
Heller	5328 S. Wheeling Ave.	19.96	
Graham	6410 S. Yorktown Ave.	18.48	
	Total:	148.87	

Route 2			
Park	Address	Acres	Price
Hunter	5804 E. 91st St.	40.41	
Whiteside	4009 S. Pittsburgh Ave.	14.7	
Langenheim	4701 S. Harvard Ave.	6.67	
Stunkard	10521 S. Delaware Ave.	0.88	
Riggs	9207 E. 101st St.	12.1	
Willow Creek	4200 E. 71st St.	2.3	
Boots Adams	6441 S. 76th E Ave.	8.03	
Leake	7714 E. 71st St	13.16	
Quick Trip Tract	Near E 61st St & highway 169	8	
Explorer	7807 E. 58th St.	8.07	
Woodlandview I	8445 E 58th St	4.67	
Woodlandview II	E. 58th St. and S 86th E. Pl.	4.65	
Manion	3003 E. 56th St.	19.05	
Holiday Hills	4111 E. 54th St.	2.36	
		Total:	145.05

Route 3			
Park	Address	Acres	Price
Carl Smith	17120 E. 21st St.	46.96	
Savage	17800 E. 21st St	26.54	
Plaza	1404 S. 145th E. Ave	2.88	
East Park	2909 S. 132nd E. Ave	12	
Summerglen	3607 S. 139th E. Ave	2.16	
Hansell Johnson	1714 S. 123rd E. Ave	3.63	
Cowan	10901 E. 19th St.	3.61	
McCollough	11534 E 25th St	7.94	
Norberg	3235 S. Garnett Rd.	12.56	
Shannon I	10902 E. 39th Place	5.57	
Shannon II	3801 S 106th E. Ave	2.53	
Aaronson	4807 S 87th E Ave.	13.19	
		Total:	139.57

Route 4			
Park	Address	Acres	Price
Vining	6502 N. Cincinnati	5.62	
Chamberlain	4940 N. Frankfort	12.96	
Berry	5002 N. Wheeling Ave	12.35	
Lakeview	3829 N. Columbia Ave.	9.24	
Hall	3340 N. Delaware Ave.	4.47	
Lloyd	2121 E. 29th St. North	4.08	
Franklin	1818 E. Virgin Ave.	8.27	
Wheeling	2209 N. Wheeling Ave.	1.98	
Hawthorne	955 E. 33rd St North	5.23	
Williams	2906 N. Boulder	16.43	

TAC 616

GROUNDS MAINTENANCE

PARK DEPARTMENT

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source(s) of supply for furnishing **all labor, materials and equipment for Grounds Maintenance** for the City of Tulsa Park and Recreation Department. There is no guaranteed amount of work to be performed, this will be dependent on need and funds available.

BIDDER'S AFFIDAVIT:

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

BIDDER:

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

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

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

The contractor will be responsible for compliance with all applicable Federal, State and Municipal laws and ordinances. Proof of necessary current licenses is required with 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.

PRE-BID CONFERENCE:

A mandatory pre-bid conference will be held on Thursday, May 9, 2002 at Centennial Park, 1028 E. 6th Street, Tulsa, OK at 1:30 p.m., for the purpose of answering any questions pertaining to the scope of work and these specifications. Please be aware that failure to attend the mandatory pre-bid conference will result in rejection of your bid. Site visit may be scheduled at that time.

BID PRICE ESCALATION:

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

LIABILITY:

The bidder shall assume all liability for damages and shall hold the City free and harmless from all claims of damages to persons and/or property that may arise out of, or by reason of, the performance of work. The contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property.

LIENS:

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

PREMIUMS:

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

INSURANCE:

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

<u>Type of Coverage</u>	<u>Limits of Liability (Min.)</u>
Workmen's Compensation:	Statutory
Comprehensive General Liability:	
Bodily Injury:	\$175,000 Each person per occurrence
Personal Injury & Property Damage Aggregate	\$1,000,000 Each occurrence
Property Damage:	\$25,000 Each claimant

The City shall have no responsibility of liability or 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.

ASSIGNMENT:

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

SUBCONTRACTORS:

Should the Contractor desire to use a Subcontractor at any time, prior written approval shall be obtained from the Park and Recreation Department.

SECONDARY OR BACK-UP SOURCE:

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

If the City implements the contract with the secondary source because of the reasons stated above, the secondary source shall, after notification by the City, notify the City of its intentions to perform or terminate the contract within five (5) calendar days. The secondary source is not obligated to perform the contract until after notification by the Contractor of their intentions

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

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

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

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

ADDENDA AND INTERPRETATIONS:

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

ALTERING BIDS:

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

COST OF RESPONSE TO INVITATION FOR SEALED BID:

Bidders agree the City will not be liable for any costs associated with the preparation, transmittal or presentation of any bid in response to this "Invitation for Sealed Bid". Further, the City will not be liable for any cost associated with the preparation of materials for, nor the conduct of any benchmark testing which may be required, except for the costs associated with the transportation, lodging and subsistence for City personnel.

RIGHT TO REJECT:

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

AMERICANS WITH DISABILITIES ACT:

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

CITY CONTACT:

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

Any questions should be directed to:

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

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

VENDOR CONTACT:

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

AWARD OF BID:

Award will be based on the lowest secure bidder per route.

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

identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;
 - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
 - j. the number and scope of conditions attached to the bid.
 - k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

WORK HOURS & TRAFFIC CONTROL:

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

the bid price. **NOTE: NO MECHANIZED WORK WILL BE ALLOWED ON “OZONE ALERT” DAYS. THIS DOES NOT EXCLUDE THE USE OF TRUCKS.**

EQUIPMENT:

The successful bidder must have the necessary equipment to perform the work. ***Bidders must submit a list of their equipment with their bid.***

Routes are generally mowed on a consistent 14-day cycle. However, some flexibility by the vendor will be required for special event scheduling.

BASIC SERVICE:

Mow Turf:

Mow all turf areas two times per month during the growing season thru contact with Park and Recreation Department representative (Don Cash). No more than fourteen (14) calendar days shall elapse between mowings. Trash and debris will be removed from turf areas before mowing, and shall be removed from the site upon completion of work. Mowing height shall be no greater than 2” and no less than 1”. Mowing operations may be monitored by Park Department representatives for quality of cut.

Monofilament Trim:

Trim grass around all signs, fence lines, building lines, trees and steps. This service is to be provided with every mowing. No more than five (5) calendar days shall elapse between mowing and trimming.

Mechanical Edge:

Edge all sidewalks, curbs and concrete pads. This service is to be provided at the time trimming is performed.

Mowing Clean-Up:

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

Equipment:

Flail or rotary mowers may be used. No brush-hogs.

Reporting:

The contractor shall notify the designated Parks Department representative by fax or e-mail each day that work is performed. Reports shall include names of sites serviced, and what work was completed.