

NOTICE OF INVITATION TO BID

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

**BID #** \_\_\_\_\_

**DESCRIPTION: Landscaping and property maintenance services on TDA owned real property at various locations throughout the City of Tulsa.**

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 **3:00 p.m. (CST) on May 24, 2019 at the TULSA DEVELOPMENT AUTHORITY'S OFFICE, 1216 N. LANSING AVENUE, SUITE D, TULSA, OKLAHOMA 74106**. 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 the 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 completed Bid Packet.

- \_\_\_\_\_ Summary Sheet
- \_\_\_\_\_ Form #1: Bidder/Contractor Information Sheet. Must be completed.
- \_\_\_\_\_ Form #2: Bid/Purchase Agreement. Must be signed **or your bid will be rejected.**
- \_\_\_\_\_ Form #3: Affidavit of Claimant. Must signed and notarized.
- \_\_\_\_\_ 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 TDA Office at 918- 592-4944 or visit the TDA website: [www.tulsadevelopmentauthority.org](http://www.tulsadevelopmentauthority.org)

SUMMARY SHEET

Sealed Offer due by 3:00 p.m. (CST) on Friday:

**May 24, 2019**

Mail or deliver sealed Bids to:

Tulsa Development Authority  
1216 N. Lansing Avenue - Suite D  
Tulsa, OK 74106

Invitation To Bid documents are available at:	1. Website: <a href="http://www.tulsadevelopmentauthority.org">www.tulsadevelopmentauthority.org</a> 2. Office: Tulsa Development Authority 1216 N. Lansing Avenue - Suite D Tulsa, OK 74106 (918) 592-4944
---	---

Responses to this Invitation To Bid (ITB) 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- Office Copy and 1 additional copy. Each copy must be labeled on the front sheet with 1" letters indicating which copy it is.

TDA Contact Information	Bidder's Notice of Intent to Submit a Bid and Questions Regarding Bids:	Issuing of Addendums or Amendments:
Tulsa Development Authority <a href="http://www.tulsadevelopmentauthority.org">www.tulsadevelopmentauthority.org</a> Phone: 918-592-4944 Fax: 918-592-4948	Submit your intention to bid via the TDA website. Indicate the ITB 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 ITB.	Bidders who notify the TDA of their intent to bid will be sent notice of any addendum or amendments to the ITB, which will be made available in the same manner as the Invitation For Bid.

PREBID CONFERENCE	YES	If yes, date, time and location will be shown here:	
		Date: May 20, 2019	
		Time: 10:00 a.m.	
		Location: Lansing Centre 1216 N. Lansing Ave, Ste. D	
<b>Pre- Bid Conference is mandatory. You must attend.</b>			

**BID OPENING** – All bid responses will be publicly opened as follows:

May 24, 2019 at 3:00 p.m.  
Tulsa Development Authority  
1216 N. Lansing Avenue- Suite D  
Tulsa, OK 74106



## FORM #2: 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 TDA 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 TULSA DEVELOPMENT AUTHORITY,  
1216 N. Lansing Avenue, Suite D, Tulsa, OK 74106 ("TDA") and:

---

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

**WITNESSETH:** \_\_\_\_\_

**WHEREAS**, TDA has approved certain specifications and formal advertising as prepared by TDA for General, Technical and Special Conditions/Considerations for mowing/landscaping services as set forth on Exhibit A - TDA Property Mowing List.

**WHEREAS**, Seller desires to provide such Services to TDA and this document constitutes Seller's offer to provide the Services specified below, and if executed by the Tulsa Development Authority (aka TDA) will become the Purchase Agreement for such 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 TDA the Goods and/or Services set forth in Seller's Delivery and Pricing Form submitted with Seller's response to TDA's Invitation for Bid and incorporated herein ("Seller's Offer"). TDA 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 TDA, TDA's acceptance thereof, and upon Seller's submission and TDA's approval of a verified claim for the amount due. TDA 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 TDA executes this Agreement accepting Seller's Offer. No TDA officer, employee or agent except the Chairman with TDA Board approval has the authority to award contracts or legally obligate TDA to any contract. Any Goods and/or Services Seller provides to TDA before this Agreement is executed by TDA shall be at Seller's risk, and TDA shall have no obligation to pay for any such Goods and/or Services provided before this Agreement is executed by TDA.
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, (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 on the date of execution by TDA and continuing to June, 2024. TDA, in its sole discretion, may offer Seller an opportunity to renew this Agreement for an additional two (2) 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 TDA of the Goods and/or Services set forth in this Agreement is subject to TDA's needs and to TDA's annual appropriation of sufficient funds in TDA's fiscal year (July 1st to June 30<sup>th</sup> in which such Goods and/or Services are purchased. In the event TDA does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by TDA.
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 TDA, 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.** TDA 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 TDA to be defective or non-conforming within the first thirty (30) days after the date of acceptance by TDA, then TDA, 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 TDA.
8. **No Indemnification by TDA.** Seller understands and acknowledges that TDA is a public body corporate that is funded by City of Tulsa taxpayers and other sources to operate for the benefit of citizens of the City of Tulsa. Accordingly, and pursuant to Oklahoma law, TDA 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 TDA for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. TDA 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 TDA 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 TDA.** If TDA is leasing Goods herein, TDA shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. TDA 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 TDA is subject to the Oklahoma Open Records Act (51 O.S. §24.1A 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

TDA'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 TDA accepts Seller's Offer and awards a contract herein, TDA 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, including, but not limited to, immigration laws.
14. **Termination.** TDA, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of TDA. If this Agreement is so terminated, TDA 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 TDA 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 TDA 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 TDA 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. TDA 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 TDA's prior written consent. Seller shall not be entitled to any claim for



**TULSA DEVELOPMENT AUTHORITY**

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

Roy Peters, Chairman

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

**APPROVED:**

Jot Hartley, General Counsel



FORM # 3: Affidavit of Claim

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

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

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the Tulsa Development Authority will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. 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 the Tulsa Development Authority 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. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

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

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

Company: \_\_\_\_\_

TIN: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Phone:** \_\_\_\_\_

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

\_\_\_\_\_

Notary Public

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

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

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

**DELIVERY AND PRICING**

**1. Delivery.** You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in TDA 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.** You agree to sell TDA 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 TDA is exempt.

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

**NOTE: ALL FIGURES MUST BE TYPED**

Item	Description	Estimated # of Cuts per Year	COST PER ACRE	COST PER CYCLE	COST PER YEAR
1	West of North Martin Luther King Jr., Blvd., south of Independence Street, north of the ODOT right-of-way for HWY I-244, and approximately 145 ft. west of north Main Street (to alley), and approximately 100 ft. west of north Boulder, less and except the Salvation Army property (approximately 31.7 acres).	16			
2	East of North Greenwood Avenue, north of the ODOT right-of-way for HWY I-244, west of the railroad right-of-way, south of the OSU parking lot, less and except the Vernon A.M.E. Church property (approximately 6.3 acres).	16			
<b>Additional Services:</b>				<b>TOTAL COST</b>	
3	Additional service per "A" mowing specifications <b>ONE- HALF ACRE</b>				
4	Additional service per "A" mowing specifications <b>ONE FULL ACRE,</b>				
5	Additional service per "A" mowing specification <b>OVER ONE ACRE</b>				

6	Miscellaneous Litter Pickup	\$_____ per man hour	
---	-----------------------------	----------------------	--

**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 **will be considered** if the following conditions are met:

You must limit any increase to a fixed percentage you specify\_\_\_\_\_%

a) You must notify TDA, in writing, no later than 90 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price choice in your bid. **Failure to so notify TDA will result in TDA denying any price increases.** In no event can the proposed price change exceed that possible under the choice in your bid. Your notice can be sent by certified mail, fax or email.

b) You must certify at renewal that the prices you are requesting from the TDA, including any increase requested, are as favorable as the prices you are charging your other customers which purchase similar quantities, and types, of goods and services.\*\* Any increase requested at renewal will be considered in TDA’s decision whether to renew, or re-bid, the contract.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

## 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. **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.
2. **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 TDA (as evidenced by TDA'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:
    - Tulsa Development Authority
    - 1216 N. Lansing Avenue
    - Suite D
    - Tulsa, Oklahoma 74106
  - C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for City holidays. TDA is not responsible for the failure of bids to be received at the TDA office prior to the due date and time.
  - D. Late bids will be **rejected**. The TDA Executive Director, in his sole discretion, may make exceptions only for the following reasons:
    1. TDA office is closed for business for part or all of the day on the date the response was due.
    2. If TDA 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. **TDA will not accept faxed bids.**
  - F. TDA 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 Bidder's Name, Title and contact information 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 an original, and two (2) copies.
  - J. 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.

- 3. 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.

**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.

- 4. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** TDA 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. TDA will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from TDA, 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. TDA may reject any Bid that fails to acknowledge any addenda or amendments.

- 5. 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 TDA Office indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the Pre-Bid Meeting. TDA 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 TDA. At TDA's discretion, any information or clarification made to you may be communicated to other Bidders that notified TDA 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 TDA 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 TDA refunded any payments made.

- 6. 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 TDA Office.

**7. BID REJECTION OR WITHDRAWAL.**

- A. TDA 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 TDA.
- C. A bid may be rejected if you are currently in default to TDA or the City of Tulsa on any other contract or have an outstanding indebtedness of any kind to TDA or the City.
- D. TDA 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 TDA Office by an authorized agent. Otherwise, bids are irrevocable offers and may not be withdrawn until 90 days after the Bid Opening Date.

**8. BID RESULTS.** A tabulation of bids received will be made available on the TDA website and by fax-on-demand generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Board of Commissioners, a copy of the bid summary will be available in the TDA Office. Bid results are not provided in response to telephone or email inquiries.

**9. CONTRACT AWARD.** If a contract is awarded, it will be to the Bidder that TDA 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 TDA, 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, TDA 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 TDA's best interest.

**10. TAXES.** TDA is exempt from federal excise and state sales taxes, and such taxes shall not be included in the bid prices.

**11. PAYMENTS.** Invoices should be mailed to:

Tulsa Development Authority  
  
1216 N. Lansing Avenue  
  
Suite D  
  
Tulsa, Oklahoma 74106

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

**12. NOTICE TO PROCEED.** If TDA accepts your Offer and executes the Agreement, you shall not commence work until authorized to do so by the Executive Director or his representative.

**13. 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 TDA'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 TDA'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 TDA 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 TDA will accept bids for an Invitation For Bid.

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

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

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

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

**"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.

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

**"Services"** shall mean those designated duties or labor TDA solicited to purchase in its Invitation For Bid and the Bidder/Seller offered and agreed to provide TDA 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 TDA selected and awarded a contract.

**"Website"** shall mean the Tulsa Development Authority website [www.tulsadevelopmentauthority.org](http://www.tulsadevelopmentauthority.org)



## 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 **365 days** after the Bid Opening Date.
2. **General Liability.** You shall hold TDA 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), seller agrees that it shall not permit a lien of any kind to exist against any property of TDA. You agree to indemnify and hold TDA 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:** \_\_\_\_\_

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 and all certificates of insurance must state that the insurer cannot change or cancel coverage without the insurer first giving 30 days written notice to TDA of such change, cancellation or termination. You will have 10 days after notification that your Bid was selected for contract award by TDA to provide proof of such coverage on **TDA'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 TDA Office 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:  Yes: \_\_\_\_\_

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

No: \_\_\_\_\_ Yes: \_\_\_\_\_

6. **References for similar type/scope of work.** If checked "Yes", References are required:

No: \_\_\_\_\_ Yes: \_\_\_\_\_

**GENERAL SPECIFICATIONS**

**GENERAL:**

The Tulsa development authority (TDA) is soliciting bids with the intent to enter into a contract for the mowing/ landscape maintenance of inter-state outparcels, medians, curbed and uncurbed arterials and miscellaneous sites within the City of Tulsa. The amount to be contracted will depend upon the need and the funds available. ***There is no guaranteed level of work.***

**SCOPE:**

The successful bidder will be a contractor who has broad experience with this type of work and has the necessary skill, equipment and personnel to perform the work within the specified time frame. The contractor will be responsible for all labor, equipment and material required. The successful bidder shall be an independent contractor; and in no way be classified as a City of Tulsa or TDA employee, nor shall City or TDA employees be allowed to work for the contractor.

**BIDDER:**

The successful bidder will be a contractor familiar with this type of work and who has the necessary equipment and personnel to perform the work within the times specified. The successful bidder will be responsible for all labor, equipment and material required.

The successful bidder will be an independent contractor and in no way classified as a City of Tulsa or TDA employee. City of Tulsa/TDA employees will not be permitted to bid on this contract or work for the awarded contractor on this contract.

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 TDA executive director or his designee.

Any sub-contractor permitted must have the same insurance, licensing and performance bond, and all other requirements of these specifications as the contract holder.

All bidders are required to provide with their bid submission references of past work, lists of equipment and personnel, and their written formal safety program. ***The contractor will be responsible for compliance with all federal, state and municipal laws, regulations and ordinances applicable to this work, including but not limited to immigration laws.***

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 be cause to consider termination of the contract.

**AWARD OF BID:**

The bid will be awarded on the lowest and best secured base bid per area. **The lowest bid will be the lowest total cost for each separate item for the sites listed on attachment "A".**

**DELETION OF SITES:**

If TDA determines that any site listed on attachment "a" does not need service either temporarily or on a permanent basis, the vendor is to delete that site from their route and will not invoice TDA for that site.

**EXAMINATION OF WORK SITES:**

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 sites and work required.*** Any acreage amounts listed are estimates for informational purposes only and may not reflect actual area measurements.

***BIDDER'S INITIALS:*** \_\_\_\_\_

**ADDITIONAL SERVICES:**

This work will consist of tree removal, trimming, tree/brush, chipping and disposal and miscellaneous litter pick up. This work will be paid for on the rate specified in the additional services section on the pricing and delivery page. This rate will include, without limitation, weed trimmers, chain saws, axes, shovels and other related tools as required.

**(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)**

**TECHNICAL SPECIFICATIONS**

**PROCEDURE:**

The following procedure shall be followed after the contract has been executed by the chairman and TDA board of commissioners:

- A. TDA and the contractor will agree upon an official start date and an email of authorization reflecting that date will be sent to the contractor. The contractor will be required to begin work within 24 hours (excepting rain and ozone days) of the start date and to complete all work within the next fourteen (14) calendar days, excluding ozone, inclement weather days and days that are "too wet to mow."
- B. The contractor will perform the authorized work and apprise TDA staff each morning **by fax or e-mail**, including weekends.
- C. TDA will progressively inspect the work and notify the contractor within 24 hours, excluding weekends and holidays, of any deficiencies. **Any site rejected twice for the same original deficiency will be deleted from the invoice. Deficiencies must be corrected within 72 hours.**

**BIDDER'S INITIALS:** \_\_\_\_\_

- D. The contractor will invoice TDA when all work on that authorization has been completed, inspected and approved.

**BIDDER'S INITIALS:** \_\_\_\_\_

- E. TDA will process payment upon receipt of invoice and inspectors report.

**BIDDER'S INITIALS:** \_\_\_\_\_

- F. TDA will deduct \$500.00 a day from the contractor's invoice for each day the contractor goes over the allotted number of days.

**BIDDER'S INITIALS:** \_\_\_\_\_

- G. If a site is reported mowed on an invoice and it is more than four (4) days after the mowing; it will be deleted from the contractor's invoice.

**BIDDER'S INITIALS:** \_\_\_\_\_

**WORK HOURS AND TRAFFIC CONTROL:**

Work hours shall be at the discretion of the contractor provided the operation 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 traffic control signs for all work on or affecting the street right-of-way and traffic controls shall conform with the most recent version of **the manual of uniform traffic control devices**. All associated costs shall be included in the bid price.

**ALL CONTRACTOR EMPLOYEES MUST WEAR SAFETY VESTS WHILE IN THE STREET RIGHT-OF-WAY.**

**BIDDER'S INITIALS:** \_\_\_\_\_

**CLASS "A" MOWING SPECIFICATIONS:**

The sites to be mowed are identified in appendix (a) to this document. ***There is no guaranteed number of mowing.*** Depending upon conditions, only part of the list or individual sites may be authorized at any given time. Mowing shall be done only under proper weather conditions. Rutting or other damage to sites must be reported as soon as possible and corrected within 72 hours. Work shall be in accordance with the following:

1. Litter, sticks, rock, concrete, limbs and all other forms of debris shall be picked up prior to and after mowing as needed and disposed of according to law. (large amounts of illegally dumped material will be removed by City or TDA forces). Any aforementioned debris which have been mowed over must be removed.

**BIDDER'S INITIALS:** \_\_\_\_\_

2. All vegetation shall be cut as closely to 2" as possible. No turf will be scalped, or tall stalks left standing. Finished mowing must have a neat, uniform professionally landscaped appearance. Right of ways abutting parcels are included.

**BIDDER'S INITIALS:** \_\_\_\_\_

3. Areas around guardrails, overpasses, underpasses (including railroads) signs, fences, trees, paved surfaces, drainage structures or other improvements shall be hand trimmed. Herbicides will be permitted if authorized in writing in advance by the TDA executive director, or his designee.

**BIDDER'S INITIALS:** \_\_\_\_\_

4. Grass shall be edged to the back of all curbs and paved structures. "gutter grass" growing at the base of any curb must be removed.

**BIDDER'S INITIALS:** \_\_\_\_\_

5. Grass or debris generated by mowing will be removed from trails, streets and other paved structures.

**BIDDER'S INITIALS:** \_\_\_\_\_

6. Any damage to turf, curbs, permanent trees, public signs or other items must be reported immediately and repaired and/or restored within 72 hours.

**BIDDER'S INITIALS:** \_\_\_\_\_

7. Unless otherwise directed, the contractor will mow in the same sequence each cycle.

**BIDDER'S INITIALS:** \_\_\_\_\_

8. Vegetation adjacent to drainageways must be trimmed to within one foot of the flowline. All "cattails" must be trimmed to a height of not more than six inches.

**BIDDER'S INITIALS:** \_\_\_\_\_

9. Singular, individual "nuisance" trees and brush two inches in diameter or less must be removed to the ground line.

**BIDDER'S INITIALS:** \_\_\_\_\_

10. "Un-curbed arterials" include all portions of drainage ditches in rights-of- way back to the property fence, if one exists. If no fence exists, mowing shall be to the back side of the farthest utility structure, i.e., gas meter, power pole, manhole, drainage structure, etc.

**BIDDER'S INITIALS:** \_\_\_\_\_

11. "Any weeds, crack grass, or other undesirable vegetation must be removed from any paved portion of all medians, planter sites including raised and planted medians". Mulched areas must be re- mulched twice a year in the spring and fall.

**BIDDER'S INITIALS:** \_\_\_\_\_

## SPECIAL CONSIDERATIONS

### **TREE PLANTINGS:**

Bidders are advised and, by submission of a bid, acknowledge that trees or other improvements may be placed upon one or more sites and that these improvements will require additional work upon said sites. Bidders agree to maintain those sites to these specifications at no additional compensation.

**BIDDER'S INITIALS:** \_\_\_\_\_

### **PREVIOUSLY UNMAINTAINED SITES:**

Some of these sites are overgrown and unmaintained. The cost of the initial cleanup must be included in the unit price bid.

**BIDDER'S INITIALS:** \_\_\_\_\_

### **SITES ALREADY MOWED:**

If all or any part of a site is mowed upon contractor's arrival, only the necessary mowing is to be done. If a site needs no attention, it must be deleted from your itemized invoice and the inspector notified as soon as possible. Submittal of payment request for work not performed may result in felony criminal prosecution.

**BIDDER'S INITIALS:** \_\_\_\_\_

**The following legend is provided for Attachment "A":**

*SS - south side*

*NS - north side*

*WS - west side*

*ES - east side*

*SEC - southeast corner*

*NEC - northeast corner*

*SWC - southwest corner*

*NWC - northwest corner*

*OP - out parcel (a site just outside an expressway fence)*

*A-ROW - arterial street right of way*

*RR- ROW - railroad right of way*

*UWT - Up With Trees Site*