

Invitation for Bid (IFB)

TAC 295E

Supplies or Services Requested: Bermuda Release Applications To Detention Ponds, Creeks, and Flood Acquisition Areas

Department: Streets and Stormwater

NIGP Commodity Code(s): 988-89; 988-36

Solicitation Schedule

EVENT	DATE
IFB Issue Date	2/27/2023
Pre-Bid Conference or Webinar OTC 175 E. 2nd St., Tulsa 10th Floor Room 10 North	03/22/2023 at 1:30pm
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	3/27/2023 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	04/05/2023

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org
All questions should be emailed with IFB **TAC 295E** on the subject line.

Submit Bids (sealed) to:

City of Tulsa – City Clerk’s Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

*Bids (2 total: 1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



CITY OF
Tulsa
A New Kind of Energy.

I. STATEMENT OF PURPOSE:

1. Overview and Goals

It is the intent of this IFB to secure a source to apply Bermuda release aquatic herbicides to specific areas throughout the City of Tulsa for weed and vegetation control.

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#).

The entire Invitation for Bid (IFB), including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent**.” An Authorized Agent means an agent who is legally authorized to bind the Seller under the law of the state in which the Seller is legally organized. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a 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 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.

Entities organized in states other than Oklahoma must follow the law of the state in which they are organized.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City is requesting Bids for the Bermuda Release Applications To Detention Ponds, Creeks, and Flood Acquisition Areas for the City's Streets and Stormwater Department.

Seller Qualifications

The Seller is required to provide references of past work, equipment and personnel lists with Bid submission. The City of Tulsa will inspect the equipment to ensure the required chemical application can be completed to the City of Tulsa's standards.

The Seller will be responsible for compliance with all applicable Federal, State and Municipal laws and ordinances.

The Seller shall be responsible for the character and actions of its employees at all times while working on this Agreement. Any disrespectful or discourteous actions toward the public will not be tolerated.

The Seller shall be familiar with this type of work and have the necessary equipment and personnel to perform the work within the time specified.

The Seller shall be an independent entity and in no way classified as a City of Tulsa employee.

Any employee of the Seller who is stationed at the site of the work, and is quarrelsome, dishonest, incompetent, or inexperienced, shall, upon written notice from the Stormwater Maintenance Inspector, be removed from the job site by the Seller and replaced by an employee with proper qualifications.

LICENSE REQUIREMENTS:

The Seller must provide the Oklahoma License Number for chemical applicator(s) licenses along with Bid. Licenses must be current and valid. Failure to provide a Chemical Applicator License(s) shall result in rejection of bid. Each crew must consist of one Certified Applicator and one Service Technician. A Certified Applicator must be on site when chemical application is being performed.

Delivery Requirements

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

2. Specifications

The Bid **must** meet or exceed the following Specifications.

The Seller will be responsible for all labor, equipment, and material required to apply Bermuda release aquatic herbicides specified to selected areas for the control of broadleaf weeds and winter annual grasses.

All applications will be made to dormant Bermuda turf during the period from January 1 to March 21. One application of pre-emergent on all Acquisition lots from April 1 - April 15 and one application from June 1st – June 15th to control crabgrass and Dallisgrass (*Paspalum dilatatum*).

DAMAGES:

Seller shall report any damage caused by Seller, its employees, or its equipment in the process of chemical application to the Stormwater Maintenance Representative for inspection as soon as possible. The Seller 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.

SUBCONTRACTORS:

Should the Seller desire to use a Subcontractor at any time, Seller shall obtain prior written approval from Stormwater Maintenance. Stormwater Maintenance reserves the right to reject any or all Subcontractors proposed by the Seller.

MATERIAL:

The use of Herbicides containing Arsenate Compounds is strictly prohibited. The use of Phenoxy Herbicides is strictly prohibited.

All chemicals used for Bermuda release shall be water-soluble. Liquid formulation is isopropyl amine salt of glyphosate containing forty-one (41%) active and fifty-nine (59%) inert ingredients and shall contain four (4) pounds of active ingredient (Isopropyl amine Salt N-{Phosphonomethyl} Glycine) per US gallon. Examples of acceptable chemicals are Monsanto's Aqua neat or Roundup Custom. Any surfactant used in conjunction with Aqua Master must have a streambank label and be comparable to Ortho X-77.

RATE OF CHEMICAL APPLICATION:

The rate of herbicide to apply shall be 1% per acre basis and shall not exceed the manufacturer's recommendation as established in the Environmental Protection Agency label for Bermuda release.

Seller shall apply all herbicides at 1% accordingly, at label rates per manufacturer's recommendations.

All areas will be added or deleted at the per acre rate listed in Exhibit A by Stormwater Maintenance.

Any deviation from the recommended program must be approved in writing by the City of Tulsa representative before any application is made.

WORK HOURS AND TRAFFIC CONTROL:

Work hours shall be at the discretion of the Seller, provided the operations do not interfere with normal traffic. Chemical application shall be made during daylight hours only. Interference with the public shall be kept to a minimum. The Seller is required to provide signage for all work on the street right-of-way and it shall conform to 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.

PROCEDURES:

The following procedure shall be followed after award of the Agreement:

- a) The City will issue a letter of authorization to the Seller to perform the work. The timing of the work will be stated in the letter.
- b) The Seller will perform the authorized work keeping the City apprised of where and when Seller will be working so that progressive inspections can be made.
- c) The City will progressively inspect the work.
- d) The Seller will invoice the City when all work on that authorization has been completed and inspected.
- e) Once an invoice and the inspectors report have been received, the City will process payment upon City's approval of the work.

SPECIFICATIONS FOR CHEMICAL CONTROL OF VEGETATION:

All chemicals proposed for vegetation control must be approved by the Environmental Protection Agency and the State of Oklahoma for the specified use. Safety Data Sheets (SDS) shall be available and supplied with the Bid for all chemicals specified by this IFB. Low pressure nozzles are required as are drift control agents. Seller shall add a dye to all mixtures to show the treated areas. The City reserves the right to take a sample of the tank mix at any time to confirm the correct type and quantity of chemicals. Failure of the sample to meet specified standards will require Seller to re-apply chemicals at the City's chosen time. More than one sample failing to meet specifications will result in cancellation of the Agreement without compensation. Seller will pay testing fees on any sample which fails to meet specifications.

The Seller shall be responsible for all the appropriate reports, forms or Pesticide Application records to the Oklahoma Department of Agriculture. In addition, **the Seller must submit to the City the following:**

- a) Date, time, and location of Applications
- b) Applicator's name and license number
- c) Herbicide used and application rate
- d) Weather conditions including wind speed, direction, and temperature

The Stormwater Maintenance section will provide a form to report this information on. Due to construction work, the actual area sprayed may be substantially less. A map of any area will be available to Seller upon request.

SPRAY EQUIPMENT:

Seller will not operate spray equipment when wind velocity exceeds ten (10) mph and will use every precaution to prevent spray drift onto private property or other areas adjacent to control sites.

SELLER'S LICENSED APPLICATOR:

Seller's licensed applicator will make daily contact with the Stormwater Maintenance representative prior to beginning any work.

Seller's licensed applicator will complete a daily work report, on specified form, and submit weekly to the Stormwater Maintenance representative.

MAN MADE DEBRIS:

It is not the Seller's responsibility to deal with any debris other than that of vegetative substance. It is the Seller's responsibility to notify Stormwater Maintenance, if abandoned cars, dumpsters, large chunks of concrete or any other man-made debris which could impede the flow of water in any area maintained by this Agreement is observed.

ADDITIONAL AREAS:

The Stormwater Maintenance section reserves the right to make additions to or deletions from the specified locations at the per acre rate listed in Exhibit A, by giving the Seller a ten (10) day written notice of intent.

Sellers are to guarantee a minimum of "95%" Brown Out encompassing all areas originally listed in or added to Exhibit A and control on the undesirable species.

Failure to meet the requirements of this Additional Areas section will be cause for the termination of this Agreement or the assessment of penalties in accordance with Penalties section below.

COMPENSATION:

Seller will be paid a lump sum for the completion of individual items, based upon invoice, accompanying documents and inspection approval.

PENALTIES:

A penalty will be assessed for:

- a. Any day that an item is not in compliance with the application specifications or the compensation section above, or
- b. Any day in excess of the fifteenth (15th) day after the initial notification to proceed has been issued that an item remains untreated.

The amount of the penalty will be based on the following formula: $P=LS \times (T/CP) \times 2$ (applications)

Where:

- P = Penalty Amount
- LS = Lump Sum Amount for an Item
- T = The period of non-compliance in days
- CP = Agreement period in days

Penalties will be assessed by subtracting the amount from the invoice(s) received for the work in question.

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If You have any questions, email Jina Djahedian at purchasing@cityoftulsa.org or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time & location.

Attendance Requirement

Attendance at the Pre-Bid Conference is required to submit a Bid.

Attendance is not required to submit a Bid.

3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder's legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **Bid Opening:** All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

IV. BID EVALUATION AND AWARD

1. **Bid Evaluation:** The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
2. **Bid Rejection or Withdrawal:** The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
 - A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Bidder holds outstanding debt to the City;
 - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive minor deficiencies of specifications, technicalities or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

- 3. Bid Award Recommendation and Appeal:** Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.

V. BID PROCESSING

1. **Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

2. **Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Seller.

3. **Insurance:**

Yes: No:

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

4. **Bonding:**

Yes: No:

5. **Federal Funding:** If the box is checked "Yes," federal funding is involved with this purchase:

Yes: No:

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

Yes: No: If yes, number of references required: 2

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the supplies or services provided.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Supplies/Services Provided:	_____

EXHIBIT A – DELIVERY AND PRICING

Bidder’s Legal Name: _____

(Must be Bidder’s company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

Delivery: If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: _____

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

Pricing:

ID	Location	Size Acres
1	Red Fork Acquisition - 4500 South Yukon	1.60
2	Lot 1 Blk 1 Mountain Manor 2nd 2929 W 53rd ST	0.25
3	Mooser Creek Bridge at Union - 5300 S Union	1.34
4	Garden City Acquisition - 3700 South Galveston	5.10
5	Cherry Creek - 4700 South Elwood - from Arkansas River I-244	34.50
6	Red Fork Creek - 4300 South Union to US 75 South	0.70
7	Parkview Lined Channel - 120 S 41st W Ave to Arkansas River	21.00
8	Vern Rayburn - 4900 West 8th Street	6.00
9	Vern Rayburn channel - 4900 W 8th st	4.00
10	Mayfair Detention - 5100 West 1st Street	7.50
11	Harlow Creek Acquisition - 4500 West Easton	1.66
12	Osage Detention Pond - 1101 West Pine	35.00
13	Dirty Butter Acquisition - 1520 North Denver Ave	0.45
14	Dirty Butter Acquisition - Boston Ave and Tecumseh	0.46
15	Greenwood Detention Pond - 701 E Marshall	9.50
16	Greenwood Detention Pond - 620 E Latimer	9.50
17	BS Roberts Park - 1000 N Greenwood	9.44
18	Dirty Butter Trail Acquisition - 675 E Tecumseh	6.61
19	Dirty Butter Lined Channel - 607 East Woodrow	2.80
20	Dirty Butter Lots - 2171 N Hartford	1.70
21	Dirty Butter Acquisition - 2200 N Lansing Ave	2.50
22	Dirty Butter Lined Channel - 900 East Apache	7.00
23	Dirty Butter Creek - Peoria and Mohawk	11.40
24	Osage Extension - 2900 N Cincinnati	8.50
25	Osage Extension - 3000 N Cincinnati	2.10
26	Flatrock Tributary - 3300 North Hartford Ave	1.19
27	Flatrock Creek - 4100 N Cincinnati Ave to 1500' East of Peoria	20.00
28	Valley View Earthen Channel - 48 Pl N and Iroquois - South to Flatrock Confluence	6.00
29	Flatrock Tributary Lined Channel	1.25
30	6100 N Osage Dr	0.50

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ID	Location	Size Acres
31	Valley View Lot - 410 E 58th St N	0.25
32	Flatrock Tributary - 5000 N Cincinnati Ave	1.00
33	Valley View Lot 531 E 51 Pl N	0.25
34	Flatrock Acquisition - 2735 East 49th Street North	1.50
35	Flatrock Acquisition - 4100 North Lewis	7.20
36	1726 East 31 Place North	1.00
37	Xyler Detention Lot - 2301 North Atlanta Court	1.00
38	3241 N Birmingham (Hwy 11 Wetlands)	2.50
39	Springdale Acquisition - 1650 N Wheeling Ave	26.00
40	Elm Creek Acquisition - 1404 E Admiral Pl	0.20
41	Lt 18 Blk 6 Midway Addition 1623 E 4 St	0.25
42	Lots 11 and 12 Hackathorn Addition 423 S Trenton Ave	0.32
43	1536 E 8th St	0.25
44	1007 E 5th St	0.25
45	Crow Triad - Various Lots	2.50
46	Lewiston Gardens Acquisition 2415 E 18th St and 2412 E 17th Pl	0.34
47	Lewiston Gardens Acquisition 2431 E 17 Pl	0.25
48	House Lot - 2625 East 22 Place	0.50
49	Coal Creek - 4200 East Pine	9.00
50	Coal Creek Drainage 5350 E Tecumseh	10.00
51	Coal Creek Acquisition - Canton and Woodrow	3.17
52	Darlington Acquisition 2100 N Darlington Ave	4.15
53	Coal Creek Acquisition - 1041 N Oswego	0.25
54	Coal Creek Acquisition 5525 E Ute Pl	0.50
55	Kingston Sump - Kingston Place and Reading Ave	2.00
56	Mingo Pump Station - 1800 North Mingo Road	1.20
57	Lower Mingo Creek - 10500 East 36 Street North	21.00
58	Lower Mingo Creek - 10200 East I-244 North to RR Bridge	35.19
59	Lower Mingo Tributary Channels - 1250 North Mingo	5.00
60	Voluntary Flood Acquisition 9550 E Latimer Street	0.34
61	Airport Industrial Center - 14300 East King Street	2.65
62	Airport Industrial Center - 14300 East Marshall Street	1.10
63	RB-5C 1003 N 129 E Ave (Cooley C)	10.00
64	Cooley Lake - 12326 East Archer	23.00
65	Cooley Lake B 11391 E Archer St	4.70
66	Holiday Park - 10759 East Admiral	26.00
67	Cooley Channel Phase II 10200 Admiral	7.70
68	Mingo Mainstem I-244 to Admiral	4.00
69	Boeing Park 200 S 94 E Ave	10.00
70	130 South 91 East Ave	1.00
71	Mingo Acquisition - 500 South 94 East Ave	50.00
72	Tupelo Creek - 600 South Highway 169 - West side of Highway	7.00
73	MS-6 600 S Mingo	4.50
74	Mingo Acquisition 11th to 17th	18.00

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ID	Location	Size Acres
75	Porkchop Detention Facility - 1200 South Mingo Road	41.87
76	Redford Detention Facility - 2100 South 101 East Ave	19.00
77	Mill Creek Channel 1100 S Memorial	7.00
78	Mill Creek Lots - 5950 East 11 Street	2.00
79	LB 7 U 2 - 1350 S Joplin	12.18
80	Jones Creek Lined Channel 1712 S 71 E Ave	3.25
81	John Paul Jones Detention Facility - 1500 South 75 East Ave	14.60
82	Cloverdale Detention Pond 1572 S 79 E Ave	0.25
83	Lewis and Clark 1000 S Garnett	11.50
84	Lewis and Clark Outfall - 1020 S Garnett	0.75
85	Lot 9 Block 3 Meadowbrook Heights - 405 S 129 E Ave	0.50
86	Bridge 251 1100 S 138 E Ave	1.50
87	Lot 6 Block 1 Lynn Lane Estates - 17212 E 11th St	7.30
88	Acquisition Lot 1225 S 141 E Ave	0.75
89	Tupelo Detention Facility - 1400 South 119 East Ave	33.00
90	Tupelo Lined Channel 1250 S 120 E Ave	2.33
91	Cherokee Pool Lot - 1632 South 119 East Ave	1.60
92	Two House Lots at 1746 S 110 E Ave and 1804 S 110 E Ave	0.50
93	Magic Circle 1722 S 106 E Ave	0.25
94	Magic Circle Detention Pond - 11102 E 17th Pl	0.75
95	Lot 29 Block 15 Magic Circle 1820 S 106 E Ave	0.25
96	Smittle Acquisition (future detention) 13300 E 21st Pl	4.66
97	Eastpark Acquisition 13311 E 27th St	0.25
98	Proposed Detention Site - 2100 South 119 East Ave	5.00
99	Eastland -2150 S 120 E Ave	1.50
100	2127 S 125 E Ave	2.37
101	Lined Channel and Three Lots - 2100 South 108 East Ave	0.75
102	2400 S Garnett	16.00
103	Longview Detention Pond - 2626 South 96 East Ave	15.50
104	Nelson Detention Pond - 2700 South 94 East Ave	28.00
105	Audubon Acquisition - 3000 South 86 East Ave	11.30
106	Ditchline - 8800 East 31 Street North to Audubon	0.45
107	7787 East 28 Court	1.25
108	Upper Audubon - 6600 E 31st St	5.00
109	Lot 9 Block 1 Walter Foster 4154 E 33rd St	0.30
110	4415 E 38th St	0.25
111	Arrowwood Acquisition - 4508 E 39th ST	0.17
112	Kirkmore Acquisition 2550-2552 S Jamestown	0.50
113	Mingo Mainstem- 2800 S Mingo	5.00
114	Brookhollow - 3000 S Mingo	3.00
115	Brookhollow creek 3100 S 108 E Ave	3.30
116	Mingo Tributary - (Shoney's area) 10600 East 31 Street	8.30
117	Brookhollow Detention Pond - 31 and 118 East Ave	37.00
118	Whispering Meadows Detention Facility - East 28 Place at 123 E Ave	13.22

TAC 295E | Bermuda Release Applications To Detention Ponds, Creeks, and Flood Acquisition Areas |
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ID	Location	Size Acres
119	Brookhollow Channel Improvements - 2800 S 137 E Ave	5.25
120	East Park Drainage Area - East 29 Place at South 129 E Ave	8.80
121	Summerfield Detention Pond - 3600 South 137 East Ave	1.83
122	Summerfield Detention Pond - 14100 East 33 Place	1.03
123	Summerfield Detention Pond - 13700 East 33 Place	0.88
124	Park Plaza East III - 3700 South 130 East Ave	11.25
125	Southern Tributary Acquisition - 4100 South 118 East Ave	19.00
126	Park Terrace South II - 3900 South 117 East Ave	0.76
127	Sugar Creek - 3800 South Highway 169 to Garnett	3.84
128	Bishop Tract Detention Complex - 3600 S 103 E Ave	32.75
129	Mingo Creek Mainstem - 3443 South Mingo	18.80
130	Bell Creek - 3900 S 89 E Ave	10.00
131	Bell Creek (Mingo Creek to BA Expressway) - 3300 S 93 E Ave	10.00
132	Mingo Mainstem - 4100 South 103 E Ave to 51 Street	4.50
133	Alexander Trust - 4500 South 91 E Ave	12.50
134	Regency Park Channel - 4600 South 89 East Ave	2.75
135	Town Center II Detention Pond - 4500 South Garnett	8.19
136	Ford Creek 5150 S 122 E Ave	0.56
137	Sanditen Detention & Ford Creek - 5100 South Garnett	27.20
138	Alsuma Detention Pond - 4800 S 101 East Ave	8.50
139	Alsuma Creek Lined Channel - 5400 South Mingo to 9400 E 55 Pl	1.74
140	Mingo Creek Tributary - 5400 South 108 East Ave	6.98
141	Mingo Mainstem - 5800 South Mingo	7.87
142	5800 S Mingo Rd - West side of Mingo	0.75
143	Wedgewood VIII Detention Pond - 6100 South 110 East Ave	3.40
144	RB-12 Golden Valley - 10700 E 56 St	50.00
145	Wedgewood VI Detention Pond - 10900 East 63 Street	2.68
146	Glen Eagles Channel - 6500 South 90 E Ave to 61 Street	5.00
147	Woodland View Park South - 6100 South 87 East Ave	1.24
148	Burning Tree East Detention Pond - 6400 South 89 East Ave	1.00
149	Burning Tree South Detention Pond - 6400 S 89 East Ave	1.00
150	Woodland Hills Mall - 6600 South 90 East Ave	11.80
151	Woodland Hills Mall Extension - 6600 South Memorial	2.12
152	Upper Mingo Lots - 6519 South 78 East Ave	1.00
153	South Hampton - 7400 South Garnett Road (including channel to the west)	15.00
154	Woodland Hills South - 7400 South 87 East Ave	6.20
155	Woodland Hills South - 7400 South 88 East Ave	7.20
156	Woodland Hills South - 7400 South 89 East Ave	10.40
157	Woodland Meadows Detention Pond - 8800 East 77 Place	1.72
158	Woodland Meadows Detention Pond - 8600 East 80 Place	1.83
159	Oak Leaf Outfall - 9100 South 89 East Ave	1.00
160	Oak Leaf B-Detention Pond - 8800 East 91 Place	2.75
161	Oak Leaf B-Detention Pond - 9100 South 85 East Ave	2.86
162	Bridle Trails Detention Pond - 9900 S 74 East Ave	22.90

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ID	Location	Size Acres
163	Bridle Trails Estates Acquisition I 10524 S 77 E Ave and 10385 S 76 E Ave	2.10
164	Sheridan Park Detention Pond - 10400 South 67 East Ave	3.00
165	Bridle Trails Estates Acquisition II 10209 and 10221 S 76 E Ave	2.10
166	Walmart Pond 10938 S Memorial	4.63
167	Camelot Detention Facility - 10300 South Granite	9.00
168	Highfield Detention Facility - 10900 South Quebec Ave	1.47
169	Fieldstone Detention Facility - 11500 South Fulton Ave	1.83
170	Kingsbury II Reserve A and B - 9200 S 71 E Ave	3.00
171	Heather Ridge Wetlands - 9300 South 71 East Ave Outside fence and slopes only	6.50
172	Chimney Hills C-Detention Pond - 9100 South 72 East Ave	2.27
173	Chimney Hills South Extension - 9100 South 69 East Ave	3.00
174	Chimney Hills B-Detention Pond - 8700 South 72 East Ave	0.74
175	Chimney Hills South Drainage Channel - 7700 East 88 Place	3.00
176	Chimney Hills D-Detention Pond - 8700 South Memorial	5.00
177	Sweetbriar East Extended - 8100 South 78 East Ave	4.00
178	Little Haikey Creek - 7700 South 69th E Place to 7808 South 72 E Ave	3.50
179	Sweetbriar East Extension - 7300 East 77 Street	0.75
180	Sweetbriar East Extension - 7528 East 77 Street	1.20
181	Lyons Acquisition - 8300 S 76 E Ave	0.30
182	Little Haikey Channel - 7100 South 70 East Ave	2.40
183	Shadow Mountain D-Detention Pond - 6614 East 65 Place	0.30
184	Shadow Mountain A-Detention Pond - 6900 S 78 E AVE	0.35
185	Shadow Mountain (South of Reservoir) - 6600 East 65 Place	1.43
186	Shadow Mountain - 7300 East 61 Place (2 ponds)	0.81
187	Minshall Park II Detention Pond - 7600 South Sheridan	7.50
188	Pleasant Valley East Detention Pond - 8100 South Joplin	2.41
189	Brookwood II Detention Facility - 8300 South Urbana	4.88
190	Brookwood - 8100 S Yale	13.60
191	Silver Oaks III Detention Pond - 7800 South Urbana	0.68
192	Vensel Creek Lined Channel - 8137 South Jamestown	0.60
193	Lot 2 Block 7 Walnut Creek III - 3027 E 82nd St	2.25
194	Walnut Creek V Detention Pond - 3200 East 85 Place	1.15
195	Vienna Woods Drainage Acquisition 6929 S Knoxville Pl	0.25
196	Shorewood Detention Pond 7100 S Birmingham Ave	0.77
197	Fred Creek 7400 S Harvard	2.90
198	Guier Woods Detention Facility - 7400 South Florence	1.80
199	Fred Creek 8100 S Evanston	3.19
200	Winsor Park South - 7100 South Oswego	2.75
201	Fred Creek East Tributary 3758 E 71 St	1.10
202	Lot 2 Block 1 Southridge Estates 3rd 7255 S Pittsburg	0.50
203	Yale Widening Pond 7211 S Urbana	2.40
204	Lot 14 Block 4 Town and Country 3829 E 72nd St	0.70
205	Livingston Park Concrete Holding Area - 6400 South Quebec	0.25
206	Livingston Park - 6300 South Richmond (2 ponds)	1.55

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ID	Location	Size Acres
207	Hammond Acquisition - 3812 E 58th St	0.65
208	Castles Acquisition 3815 E 58th St	0.81
209	Lot 24 Block 1 Rustic Hills 5817 S New Haven and 3916 E 59 St	0.50
210	Joe Creek Tributary - 6100 South Hudson - NE corner	0.15
211	East Tributary of Joe Creek - 5400 S Sheridan - West to Hudson	4.04
212	Sungate Lots 6898 E 56th St	0.75
213	Sun Meadow III Detention Pond - 9700 South Yale	2.00
214	Vensel Creek - 9100 S Florence to Arkansas River to S end of channel improvement	9.00
215	Joe Creek - 5500 South Yale to Arkansas River	22.00
216	South Fork Joe Creek - 5500 South Harvard	4.00
217	Perryman Ditch - 4800 South Wheeling	1.95
218	4739 S Wheeling	0.75
219	Lot 7 Block 7 Forest Ridge 3948 S Troost	0.40
220	Crow Creek Acquisition - 3202 S Peoria	1.15
221	Crow Acquisition - 3200 South Detroit	0.54
222	Volunteer Flood Buyout - 1712 South Detroit	0.50
223	Detention Pond 1500 S Cincinnati	1.00
224	Hager Creek Flood Buyout - 8502 South Elwood	11.00
225	Hager Acquisition - 240 West 81 Street	4.50
226	Hager Acquisition - 8901 S 33rd W Ave	4.80
227	Mooser Creek - 5300 South 33 West Ave	5.57
228	AL 1103- 2920 S Delaware	0.25
229	AL 1104- Pete Rose Acquisition - 522 S 90th E Ave	0.25
230	AL 1105 - TDA Lot 1201 E 5th St	0.14
231	AL 1106 - TDA Lot 1020 E 5th St	0.16
232	AL 1107 - TDA Lot 1115 E 5th Pl	0.16
233	AL 1108 - TDA Lot 507 S Norfolk Ave	0.30
234	AL 1109 - TDA Lot 1645 N Greenwood Pl	0.57
235	AL 1110 - TDA Lot 1643 N Greenwood Ave	0.32
236	AL 1111 - TDA Lot 2143 N Lansing Ave	0.31
237	AL 1112 - TDA Lot 630 E Seminole Pl	0.91
238	AL 1113 - TDA Lot 557 E Seminole Pl	0.21
239	AL 1114 - TDA Lot 240 E Ute Pl	0.41
240	AL 1115 - TDA Lot 232 E Ute Pl	0.41
241	AL 1116 - TDA Lot 2129 N Garrison Pl	0.34
242	AL 1117 - TDA Lot 2148 N Garrison Pl	0.20
243	AL 1118 - TDA Lot 5808 N Frankfort Ave	0.18
244	6540 S Lewis	0.65
245	Brook Hollow Channel - 3000 S Garnett	4.82
246	703 S Rockford	0.23
247	10112 S 77 E Ave	0.89
248	10115 S 76 E Ave	0.82
249	702 S St Louis	0.25
250	9700 S Sheridan Rd	0.58

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ID	Location	Size Acres
251	316 E Virgin St N	0.27
252	3025 North Erie Ave	10.45
253	3500 N Columbia Ave	4.94
254	8526 E 12TH ST	0.41
255	3200 N Harvard	1.00
256	3714 S 131 E Ave	0.87
257	5700 S Garnett	2.80
258	1148 S 133 E Ave	0.83
259	2142 S Delaware Ct	1.75
260	3714 E 72nd St S	0.57
261	3832 E 72nd St S	0.44
262	11501 E Pine ST	2.52
263	1701 W Union Gilcrease Pond North East	15.09
264	1700 W Union Gilcrease Pond South East	4.23
265	2501 Gilcrease Expressway - North West	13.56
266	2500 Gilcrease Expressway - South West	10.86
267	2424 E 4th St S #1132	0.83
268	7463 E 101st St S	1.50
269	4700 S Jamestown	1.05
270	201 W 81st ST	2.46
271	7100 S Union	6.00
272	2624 E 22nd ST	0.41
273	6 S Quannah Ave	0.25
274	245 W 81st ST	2.35
275	260 W 81st ST	2.10
276	12506 E 35th St S	1.53
277	1900 N Union Ave	8.03
278	7400 S Pittsburg Ave	0.25
279	8203 S Gary Ave	0.29
280	708 S Trenton Ave	0.18
281	710 S Trenton Ave	0.18
282	1031 E 33rd PL S	0.32
283	Southridge Estates - 4320 E 74th Pl	0.36
284	Southridge Estates - 4322 E 74th Pl	0.36
285	18 S Quannah	0.25

Item	Description	Total Acres	Cost Per Acre	Total Extended Cost
1	Spraying Location as per Exhibit A	1,510.21	\$	\$
TOTAL COST NOT TO EXCEED: (All costs must be included or your Bid will be disqualified)			\$	

How did you learn about this business opportunity with the City of Tulsa?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: _____

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PURCHASE AGREEMENT

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INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply DBA and address) (the "Seller").

WITNESSETH:

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

IFB/TAC # 295E – Bermuda Release Applications to Detention Ponds, Creeks & Flood Acquisition Areas

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Definitions.

- 1.1. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- 1.3. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"Bid Submission Date"** means the date the Bid is due from Bidder to the City.
- 1.7. **"City"** means the City of Tulsa, Oklahoma.
- 1.8. **"Days"** means calendar days unless otherwise specified.
- 1.9. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-V, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the Primary Seller is unable to provide all the Supplies and/or Services.
- 1.13. **"Seller"** means the Bidder whose Bid City Accepts.
- 1.14. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
- 1.15. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulspurchasing.org

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.

PURCHASE AGREEMENT (Page 2 of 5)

4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any 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.

PURCHASE AGREEMENT

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14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
16. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
18. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
19. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

20. **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. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
21. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after 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.
22. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Seller:

To CITY:

Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.
City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103

23. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and

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salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party,

or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

24. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
27. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
28. **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.
29. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
30. **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.
31. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
32. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
33. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
34. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 34.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 34.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 34.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

PURCHASE AGREEMENT
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- 34.4. The word “including” means “including, without limitation” and does not limit the preceding words or terms; and
- 34.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
- 35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- 36. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

IMPORTANT NOTE: This document must be signed by Authorized Agent. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

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

ATTEST:

By: _____
Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk’s Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted**.

Bidder’s Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 7-10	
Specifications	3-6	
Additional Requirements; Equipment List, Personnel List, Chemical Applicator License	3	
Safety Data Sheets (SDS) Requirements	5	
Insurance Requirements	10	
References (if applicable)	11	
EXHIBIT A: Delivery and Pricing	12-20	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	21	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	22-26	

PACKING LABEL

TOP LEFT CORNER OF LABEL

FROM: [Name]
[Bidder's legal name]
[Street Address]
[City, State, Zip Code]

FROM:

City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 295E

BID DESCRIPTION: Bermuda Release Applications to Detention Ponds,
Creeks & Flood Acquisition Areas

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.