

**THE CITY OF OKLAHOMA CITY**  
A Municipal Corporation

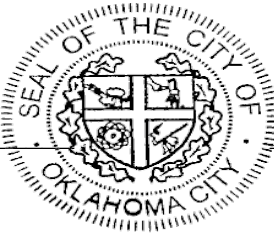
**PRICING AGREEMENT**

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this

26th day of April, 2022.

ATTEST:

Amy K. Simpson  
CITY CLERK



David Holt  
MAYOR

Reviewed for form and legality.

Craig Keith  
ASSISTANT MUNICIPAL COUNSELOR

Supplier: **Veterans Tree and Lawn LLC.**

**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION  
STATEMENT**

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS  
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is  
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID  
OR THE BID WILL BE REJECTED**

**INSTRUCTIONS:** This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between **Veterans Tree and Lawn LLC.** hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment % Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to do so, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

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at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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**The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.**

WITNESS the hands of the parties hereto:

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID**

**Note:** The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

**Matthew Harpe**

Type Name of Authorized Agent

**Owner**

Title of Authorized Agent

**Veterans Tree and Lawn LLC. 329 NW Paint Rd. Cache OK.**

Company Name and Address

**73527**

Zip Code

**580-583-7107**

Telephone Number and Fax Number if any

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED**

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**Supplier: Veterans Tree and Lawn LLC.**

## NON-COLLUSION AFFIDAVIT

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**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

**The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.**

**→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←**

**Matthew Harpe**

Type Name of Authorized Agent/Representative

**Veterans Tree and Lawn LLC.**

Company Name

**329 NW Paint Rd. Cache OK.**

Address

**580-583-7107**

Telephone Number and Fax Number, if any

**Owner**

Title

**73527**

Zip Code

### TO BE COMPLETED BY THE NOTARY:

State of \*

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County of \*

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[\*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before      day of      ,      by  
me on this  
[Day]      [Month]      [Year]      [Print the name of the  
agent/representative who signed  
above.]

My Commission Number:

[Oklahoma]

Type Name of Notary Public

My Commission Expires:

[Date/Year]

[49 Okla. Stat. 2011 §119]

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**(See Electronic Signatures in Global and National Commerce Act for more information.)**

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# Supplier Response Form

## NON-COLLUSION AFFIDAVIT

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Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

Matthew Harpe  
Type Name of Authorized Agent/Representative  
Veterans Tree and Lawn LLC.  
Company Name  
329 NW Paint Rd. Cache OK.  
Address  
580-583-7107  
Telephone Number and Fax Number, if any

Owner  
Title

73527  
Zip Code

### TO BE COMPLETED BY THE NOTARY:

State of \*  
Oklahoma  
County of \*  
Comanche  
[\*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]



Signed and sworn to before me  
on this

26<sup>th</sup> day of Jan, 2022 by Matthew Harpe  
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number:

18009689  
[Oklahoma]

My Commission Expires:

09-25-2022  
[Date/Year]

Meagan Scott  
Type Name of Notary Public

Meagan Scott





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Robert Brown Agency 1038 NW 38th St Lawton, OK 73505	<b>CONTACT NAME:</b> Robert Brown, Agent  <b>PHONE (A/C, NO, EXT):</b> 5806993400 <b>FAX (A/C, NO):</b> 5806993401  <b>E-MAIL ADDRESS:</b> rbrown5@farmersagent.com														
<b>INSURED</b>  Veterans Tree and Lawn, LLC 329 NW Paint Rd Cache, OK 73527	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B: Progressive Commercial</td><td>24260</td></tr><tr><td>INSURER C: Comp Source Mutual Insurance</td><td>26379</td></tr><tr><td>INSURER D: Truck Insurance Exchange</td><td>21687</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: Progressive Commercial	24260	INSURER C: Comp Source Mutual Insurance	26379	INSURER D: Truck Insurance Exchange	21687	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div>			3AA498177	08/12/2021	08/12/2022	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
			PRODUCTS - COMP/OP AGG \$ 2,000,000				
B	<b>AUTOMOBILE LIABILITY</b> <div><input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY</div>	N	N	04231875-0	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
			\$				
			\$				
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		03451913 21 1	11/18/2021	11/18/2022	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				
D	Automobile Liability Scheduled Autos	N	N	616966978	11/01/2021	11/01/2022	Combined Single Limit (Ea accident) 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Tree pruning, tree removal, stump grinding, lawn care, fence erection, tree trimming, edging, weed eating  
1995 INTL 470 VIN 1HTSCACL8SH619237  
2008 FORD F250 1FTSW21R68EA10949  
2012 FORD F250 1FT7X2A65CEB86506 Additional insured(s) on the listed policies are those required in the contract.

<b>CERTIFICATE HOLDER</b> City of Oklahoma City 100 N Walker Avenue, Suite 200 OKC, OK 73102	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>R. Brown, Agent</i>
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**Supplier: Veterans Tree and Lawn LLC.****BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID****SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

**Sales Contact:**Company Name: **Veterans Tree and Lawn LLC.**Address: **329 NW Paint Rd. Cache, OK.**Contact Person: **Wendy Harpe**Email Address: **veteranstreeandlawn@gmail.com**Telephone  
Number: **580-583-7107**

Fax Number:

**Billing Contact:**Company Name: **Veterans Tree and Lawn LLC.**Address: **329 NW Paint Rd. Cache, OK.**

Contact Person:

Email Address: **veteranstreeandlawn@gmail.com**Telephone  
Number: **580-583-7107**

Fax Number:

**Service Contact:**Company Name: **Veterans Tree and Lawn LLC.**Address: **329 NW Paint Rd. Cache, OK.**Contact Person: **Matthew Harpe**Email Address: **veteranstreeandlawn@gmail.com**Telephone Number: **580-583-7107**

Fax Number:

After Hours Emergency Number(s) **405-747-4040**After Hours Emergency Number(s) **405-714-8522**

After Hours Emergency Number(s)

After Hours Emergency Number(s)

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**Veterans Tree and Lawn LLC.**

Bid Contact **matt harpe**  
**veteranstreeandlawn@gmail.com**  
**Ph 580-583-7107**

Address **329 NW Paint RD.**  
**Cache, OK 73527**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23704--01-01	616 Building: 616 Building: 616 Colcord Dr- Area as described in Attachment B Site Location Ma	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Plant bed maintenance	<b>First Offer - \$35.00</b>	1 / each	<b>\$35.00</b> Y

Lot Total **\$35.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23704--02-01	Air Support: Air Support: 5505 S. Portland Ave - Area as described in Attachment B Site Locat	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Mowing	<b>First Offer - \$125.00</b>	1 / acre	<b>\$125.00</b> Y

23704--02-02	Air Support: Air Support: 5505 S. Portland Ave - Area as described in Attachment B Site Locat	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Plant bed maintenance	<b>First Offer - \$100.00</b>	1 / each	<b>\$100.00</b> Y
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Lot Total **\$225.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23704--03-01	Bricktown Briefing Station: Bricktown Briefing Station: 219 E.	<b>Supplier Product Code:</b>	<b>First Offer - \$75.00</b>	1 / acre	<b>\$75.00</b> Y

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Main St - Area as described in  
Attachment B S**Supplier Notes:**  
Mowing

23704--03-02	Bricktown Briefing Station: Bricktown Briefing Station: 219 E. Main St - Area as described in Attachment B S	<b>Supplier</b> <b>Product Code:</b>  <b>Supplier Notes:</b> Plant bed maintenance	<b>First Offer - \$25.00</b>	1 / each	<b>\$25.00</b>	<b>Y</b>
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Lot Total **\$100.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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23704--04-01	Hefner Briefing Station: Hefner Briefing Station: 3924 NW 122nd - Area as described in Attachment B Site	<b>Supplier</b> <b>Product Code:</b>  <b>Supplier Notes:</b> Mowing	<b>First Offer - \$85.00</b>	1 / acre	<b>\$85.00</b>	<b>Y</b>
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23704--04-02	Hefner Briefing Station: Hefner Briefing Station: 3924 NW 122nd - Area as described in Attachment B Site	<b>Supplier</b> <b>Product Code:</b>  <b>Supplier Notes:</b> Plant bed maintenance	<b>First Offer - \$25.00</b>	1 / each	<b>\$25.00</b>	<b>Y</b>
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Lot Total **\$110.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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23704--05-01	K9 Unit: K9 Unit: 1400 S. Portland- Area as described in Attachment B Site Location Matri	<b>Supplier Product</b> <b>Code:</b>  <b>Supplier Notes:</b> Mowing	<b>First Offer - \$75.00</b>	1 / each	<b>\$75.00</b>	<b>Y</b>
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23704--05-02	K9 Unit: K9 Unit: 1400 S. Portland- Area as described in Attachment B Site Location Matri	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Plant bed maintenance	<b>First Offer - \$25.00</b>	1 / acre	<b>\$25.00</b>	<b>Y</b>
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23704--05-03	K9 Unit: K9 Unit: 1400 S. Portland- Area as described in Attachment B Site Location Matri	<b>Supplier Product Code:</b>	<b>First Offer - \$0.00</b>	1 / each	<b>\$0.00</b>	<b>Y</b>
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Lot Total **\$100.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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23704--06-01	Pistol Range: Police/Fire Training Center: 800 N Portland Ave - Area as described in Attachmen	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Bi-weekly Mowing Apr-Oct	<b>First Offer - \$300.00</b>	1 / each	<b>\$300.00</b>	<b>Y</b>
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23704--06-02	Pistol Range: Police/Fire Training Center: 800 N Portland Ave- Area as described in Attachment	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Monthly mowing Nov-Mar	<b>First Offer - \$100.00</b>	1 / acre	<b>\$100.00</b>	<b>Y</b>
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23704--06-03	Pistol Range: Police/Fire Training Center: 800 N Portland Ave- Area as described in Attachment	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Berm mowing x2	<b>First Offer - \$100.00</b>	1 / acre	<b>\$100.00</b>	<b>Y</b>
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Lot Total **\$500.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23704--07-01	Police Headquarters: Police Headquarters: 700 Colcord Dr - Area as described in Attachment B Site Loc	<b>Supplier</b> <b>Product Code:</b> <b>Supplier Notes:</b> plant bed maintenance	<b>First Offer - \$50.00</b>	1 / each	<b>\$50.00</b> Y

23704--07-02	Police Headquarters: Police Headquarters: 700 Colcord Dr - Area as described in Attachment B Site Loc	<b>Supplier</b> <b>Product Code:</b> <b>Supplier Notes:</b> Fall clean up	<b>First Offer - \$50.00</b>	1 / each	<b>\$50.00</b> Y
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Lot Total **\$100.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23704--08-01	Police Training Center: Police/Fire Training Center: 800 N Portland Ave - Area as described in Attachmen	<b>Supplier</b> <b>Product Code:</b> <b>Supplier Notes:</b> Mowing	<b>First Offer - \$100.00</b>	1 / each	<b>\$100.00</b> Y

23704--08-02	Police Training Center: Police/Fire Training Center: 800 N Portland Ave- Area as described in Attachment	<b>Supplier</b> <b>Product Code:</b> <b>Supplier Notes:</b> Plant bed maintenance	<b>First Offer - \$50.00</b>	1 / acre	<b>\$50.00</b> Y
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Lot Total **\$150.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23704--09-01	Santa Fe Briefing Station: Santa Fe Briefing Station: 9000 S Santa Fe Ave - Area as described in Attachment	<b>Supplier</b> <b>Product Code:</b> <b>Supplier Notes:</b> Mowing	<b>First Offer - \$125.00</b>	1 / each	<b>\$125.00</b> Y

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23704--09-02	Santa Fe Briefing Station: Santa Fe Briefing Station: 9000 S Santa Fe Ave - Area as described in Attachment	<b>Supplier</b> <b>Product Code:</b>  <b>Supplier Notes:</b> Plant bed maintenance	<b>First Offer - \$25.00</b>	1 / acre	<b>\$25.00</b>	<b>Y</b>
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23704--09-03	Santa Fe Briefing Station: Santa Fe Briefing Station: 9000 S Santa Fe Ave Area as described in Attachment	<b>Supplier</b> <b>Product Code:</b>  <b>Supplier Notes:</b> Fall clean up	<b>First Offer - \$100.00</b>	1 / each	<b>\$100.00</b>	<b>Y</b>
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Lot Total **\$250.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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23704--10-01	Southwest Briefing Station: Southwest Briefing Station: 5501 S. Portland Ave - Area as described in Attachm	<b>Supplier</b> <b>Product Code:</b>  <b>Supplier</b> <b>Notes:</b> Mowing	<b>First Offer - \$125.00</b>	1 / each	<b>\$125.00</b>	<b>Y</b>
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23704--10-02	Southwest Briefing Station: Southwest Briefing Station: 5501 S. Portland Ave - Area as described in Attachme	<b>Supplier</b> <b>Product Code:</b>  <b>Supplier</b> <b>Notes:</b> Plant bed maintenance	<b>First Offer - \$100.00</b>	1 / acre	<b>\$100.00</b>	<b>Y</b>
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Lot Total **\$225.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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23704--11-01	Springlake Briefing Station: Springlake Briefing Station: 4116 N	<b>Supplier</b> <b>Product Code:</b>	<b>First Offer - \$100.00</b>	1 / each	<b>\$100.00</b>	<b>Y</b>
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Prospect Ave - Area as described in  
Attachm

**Supplier**  
**Notes:** Mowing

23704--11-02 Springlake Briefing Station: **Supplier** **First Offer - \$50.00** 1 / acre **\$50.00** **Y**  
Springlake Briefing Station: 4116 N **Product Code:**  
Prospect Ave - Area as described in  
Attachme **Supplier**  
**Notes:** Plant  
bed  
maintenance

Lot Total **\$150.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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23704--12-01 Will Rogers Briefing Station: Will **Supplier** **First Offer - \$75.00** 1 / each **\$75.00** **Y**  
Rogers Briefing Station: 3112 N. **Product Code:**  
Grand Blvd- Area as described in  
Attachmen **Supplier**  
**Notes:** Mowing

23704--12-02 Will Rogers Briefing Station: Will **Supplier** **First Offer - \$30.00** 1 / acre **\$30.00** **Y**  
Rogers Briefing Station: 3112 N. **Product Code:**  
Grand Blvd- Area as described in  
Attachmen **Supplier**  
**Notes:** Plant  
bed  
maintenance

23704--12-03 Will Rogers Briefing Station: Will **Supplier** **First Offer - \$100.00** 1 / each **\$100.00** **Y**  
Rogers Briefing Station: 3112 N. **Product Code:**  
Grand Blvd- Area as described in  
Attachmen **Supplier**  
**Notes:** Fall  
clean up

Lot Total **\$205.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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23704--13-01	W-9: W-9	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / each	Y	Y
<b>Supplier Notes:</b> W-9, equipment list and insurance is attached.						

Lot Total				<b>\$0.00</b>
Supplier Total				<b>\$2,150.00</b>

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Supplier: **Veterans Tree and Lawn LLC.**

ATTACHMENT A

BID23704 – BID QUESTIONNAIRE

1. Name of Bidder:

**Veterans Tree and Lawn LLC.**

2. Permanent main office address:

**329 NW Paint Rd. Cache, OK.**

3. When was your company organized?

**Aug 2020**

4. If a corporation, where is it incorporated?

5. How many years have you been in business, related to this bid, under your present firm or trade name?

**2**

6. Current Contracts: (List these, showing the amount of each contract and the appropriate anticipated dates of completion):

**city of lawton city abaitments**

7. What is the general description of the work performed by your company as it relates to mowing for government entity and/or commercial properties?

**mowing, landscaping, drainage work, fencing, tree removal, tree trimming, stump grinding.**

8. Have you ever failed to complete any contract work awarded to you? If so, provide an explanation of the situation.

**No**

9. List the major mowing and landscaping equipment available for this contract (an equipment list should also be attached in the line-item area of the electronic bidding system):

**4 zero degree mowers 42"-54" mowers/ 4 weed eaters/ 6 push mowers/ all hand tools needed for landscaping work, 3 F-250's/ 2 16' trailers/ kabota skid steer with brush hog/ dump bed trailer/ F350 with flat bed trailer for kabota.**

10. Number of personnel available to complete services requested:

**6**

Please Note: The equipment list must be either owned/leased and/or rented by the Bidder. Where the equipment is leased and/or rented the Bidder must show supporting documentation that the Bidder will have the necessary equipment on hand when needed. This can be attached in the line-item area of the electronic bidding system.

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Veterans Tree and Lawn LLC. Equipment list

- 3 Kubota zero degree mowers
- 1 John Deere zero degree mower
- 6 Honda push mowers
- 4 weed eaters
- 2 stick edger's
- 4 blowers
- 4 chain saws
- 2 pole saws
- 3 ladders (6'-40')
- Bucket truck (50' boom)
- Chipper
- Stump grinder
- 3 F-250 pickups
- 2 16' trailers
- All hand and power tools needed to complete jobs
- Kubota skid steer with brush hog attachment and bucket.

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## **Solicitation 23704**

### **Mowing And Landscaping For The Police Department**

**Bid Designation: Public**



The City of  
**OKLAHOMA CITY**

**City of Oklahoma City and its Trusts**

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## Bid 23704

### Mowing And Landscaping For The Police Department

Bid Number	23704
Bid Title	Mowing And Landscaping For The Police Department
Expected Expenditure	\$35,000.00 (This price is expected - not guaranteed)
Bid Start Date	Feb 16, 2022 8:18:37 AM CST
Bid End Date	Mar 9, 2022 10:00:00 AM CST
Question & Answer End Date	Mar 4, 2022 12:00:00 PM CST
Bid Contact	Alena Croy Purchasing Specialist alena.croy@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Bid Contact	Jennifer Swann jennifer.swann@okc.gov
Contract Duration	1 year
Contract Renewal	2 annual renewals
Prices Good for	Not Applicable
Pre-Bid Conference	Feb 25, 2022 10:00:00 AM CST Attendance is optional Location: via Microsoft Teams. Please email alena.croy@okc.gov to register for the Teams Meeting and to receive instructions about joining the meeting. Bidders must have a company representative present at the meeting for a bid to be considered.
Standard Disclaimer	This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.
Bid Comments	INTENT: To obtain pricing agreements for the Oklahoma City Police Department for mowing and landscaping including trimming, blowing, trash, litter, and debris removal. Additional landscaping services may be requested. The Expected Expenditure amount of \$35,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the specifications as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.

Item Response Form

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Item	<b>23704--01-01 - 616 Building: 616 Building: 616 Colcord Dr- Area as described in Attachment B Site Location Ma</b>
Lot Description	<b>616 Building</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

Item	<b>23704--02-01 - Air Support: Air Support: 5505 S. Portland Ave - Area as described in Attachment B Site Locat</b>
Lot Description	<b>Air Support</b>
Quantity	<b>1 acre</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (April-October) Bi-weekly

Item	<b>23704--02-02 - Air Support: Air Support: 5505 S. Portland Ave - Area as described in Attachment B Site Locat</b>
Lot Description	<b>Air Support</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

Item	<b>23704--03-01 - Bricktown Briefing Station: Bricktown Briefing Station: 219 E. Main St - Area as described in Attachment B S</b>
Lot Description	<b>Bricktown Briefing Station</b>
Quantity	<b>1 acre</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>

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See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (April-October) Bi-weekly

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Item	<b>23704--03-02 - Bricktown Briefing Station: Bricktown Briefing Station: 219 E. Main St - Area as described in Attachment B S</b>
Lot Description	<b>Bricktown Briefing Station</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

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Item	<b>23704--04-01 - Hefner Briefing Station: Hefner Briefing Station: 3924 NW 122nd - Area as described in Attachment B Site</b>
Lot Description	<b>Hefner Briefing Station</b>
Quantity	<b>1 acre</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (April-October) Bi-weekly

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Item	<b>23704--04-02 - Hefner Briefing Station: Hefner Briefing Station: 3924 NW 122nd - Area as described in Attachment B Site</b>
Lot Description	<b>Hefner Briefing Station</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

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Item	<b>23704--05-01 - K9 Unit: K9 Unit: 1400 S. Portland- Area as described in Attachment B Site Location Matri</b>
Lot Description	<b>K9 Unit</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description-Fall debris removal

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Item	<b>23704--05-02 - K9 Unit: K9 Unit: 1400 S. Portland- Area as described in Attachment B Site Location Matri</b>
Lot Description	<b>K9 Unit</b>
Quantity	<b>1 acre</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (April-October) Bi-weekly

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Item	<b>23704--05-03 - K9 Unit: K9 Unit: 1400 S. Portland- Area as described in Attachment B Site Location Matri</b>
Lot Description	<b>K9 Unit</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

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Item	<b>23704--06-01 - Pistol Range: Police/Fire Training Center: 800 N Portland Ave - Area as described in Attachmen</b>
Lot Description	<b>Pistol Range</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>

N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

Enter unit price for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing berm twice per summer

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Item	<b>23704--06-02 - Pistol Range: Police/Fire Training Center: 800 N Portland Ave- Area as described in Attachment</b>
Lot Description	<b>Pistol Range</b>
Quantity	<b>1 acre</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (April-October) Bi-weekly

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Item	<b>23704--06-03 - Pistol Range: Police/Fire Training Center: 800 N Portland Ave- Area as described in Attachment</b>
Lot Description	<b>Pistol Range</b>
Quantity	<b>1 acre</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (November-March) Monthly

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Item	<b>23704--07-01 - Police Headquarters: Police Headquarters: 700 Colcord Dr - Area as described in Attachment B Site Loc</b>
Lot Description	<b>Police Headquarters</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description-Fall debris removal

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Item	<b>23704--07-02 - Police Headquarters: Police Headquarters: 700 Colcord Dr - Area as described in Attachment B Site Loc</b>
Lot Description	<b>Police Headquarters</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

Item	<b>23704--08-01 - Police Training Center: Police/Fire Training Center: 800 N Portland Ave - Area as described in Attachmen</b>
Lot Description	<b>Police Training Center</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

Item	<b>23704--08-02 - Police Training Center: Police/Fire Training Center: 800 N Portland Ave- Area as described in Attachment</b>
Lot Description	<b>Police Training Center</b>
Quantity	<b>1 acre</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (April-October) Bi-weekly

Item	<b>23704--09-01 - Santa Fe Briefing Station: Santa Fe Briefing Station: 9000 S Santa Fe Ave - Area as described in Attachment</b>
Lot Description	<b>Santa Fe Briefing Station</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>

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Delivery Location **City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description-Fall debris removal

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Item **23704--09-02 - Santa Fe Briefing Station: Santa Fe Briefing Station: 9000 S Santa Fe Ave - Area as described in Attachment**Lot Description **Santa Fe Briefing Station**Quantity **1 acre**Unit Price Delivery Location **City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (April-October) Bi-weekly

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Item **23704--09-03 - Santa Fe Briefing Station: Santa Fe Briefing Station: 9000 S Santa Fe Ave Area as described in Attachment**Lot Description **Santa Fe Briefing Station**Quantity **1 each**Unit Price Delivery Location **City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

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Item **23704--10-01 - Southwest Briefing Station: Southwest Briefing Station: 5501 S. Portland Ave - Area as described in Attachm**Lot Description **Southwest Briefing Station**Quantity **1 each**Unit Price Delivery Location **City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

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Item	<b>23704--10-02 - Southwest Briefing Station: Southwest Briefing Station: 5501 S. Portland Ave - Area as described in Attachme</b>
Lot Description	<b>Southwest Briefing Station</b>
Quantity	<b>1 acre</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (April-October) Bi-weekly

Item	<b>23704--11-01 - Springlake Briefing Station: Springlake Briefing Station: 4116 N Prospect Ave - Area as described in Attachm</b>
Lot Description	<b>Springlake Briefing Station</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

Item	<b>23704--11-02 - Springlake Briefing Station: Springlake Briefing Station: 4116 N Prospect Ave - Area as described in Attachme</b>
Lot Description	<b>Springlake Briefing Station</b>
Quantity	<b>1 acre</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <a href="#">See Bid Packet for Location(s)</a> N/A Oklahoma City OK 73102 <b>Qty 1</b>

**Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (April-October) Bi-weekly

Item	<b>23704--12-01 - Will Rogers Briefing Station: Will Rogers Briefing Station: 3112 N. Grand Blvd- Area as described in Attachmen</b>
Lot Description	<b>Will Rogers Briefing Station</b>
Quantity	<b>1 each</b>

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Unit Price Delivery Location **City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description-Fall debris removal

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**Item** **23704--12-02 - Will Rogers Briefing Station: Will Rogers Briefing Station: 3112 N. Grand Blvd- Area as described in Attachmen****Lot Description** **Will Rogers Briefing Station****Quantity** **1 acre**Unit Price Delivery Location **City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Enter unit price per acre for each time this location is maintained. See Attachment B - Site Location Matrix for description-mowing (April-October) Bi-weekly

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**Item** **23704--12-03 - Will Rogers Briefing Station: Will Rogers Briefing Station: 3112 N. Grand Blvd- Area as described in Attachmen****Lot Description** **Will Rogers Briefing Station****Quantity** **1 each**Unit Price Delivery Location **City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Enter cost for each time this location is maintained. See Attachment B - Site Location Matrix for description -plant bed maintenance

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**Item** **23704--13-01 - W-9: W-9****Lot Description** **W-9****Quantity** **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Attach a W-9 on the most recent IRS form.

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**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION  
STATEMENT**  
**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS  
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is  
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID  
OR THE BID WILL BE REJECTED**

**INSTRUCTIONS:** This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between   
hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment  %  Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's

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risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID**

**Note:** The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED**

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## NON-COLLUSION AFFIDAVIT

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

**(See Electronic Signatures in Global and National Commerce Act for more information.)**

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

**The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.**

**→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←**

<input type="text"/>	<input type="text"/>
Type Name of Authorized Agent/Representative	Title
<input type="text"/>	
Company Name	
<input type="text"/>	<input type="text"/>
Address	Zip Code
<input type="text"/>	
Telephone Number and Fax Number, if any	

### TO BE COMPLETED BY THE NOTARY:

State of *	)
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County of *	)
<input type="text"/>	

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[\*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to  
before me on this  day of ,  by   
[Day] [Month] [Year] [Print the name of the  
agent/representative who signed  
above.]

My Commission  
Number:    
[Oklahoma] Type Name of Notary Public  
My Commission  
Expires:   
[Date/Year]

[49 Okla. Stat. 2011 §119]

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

**(See Electronic Signatures in Global and National Commerce Act for more information.)**

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**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID****SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

**Sales Contact:**

Company Name:   
Address:

Contact Person:  Email Address:   
Telephone Number:  Fax Number:

**Billing Contact:**

Company Name:   
Address:

Contact Person:  Email Address:   
Telephone Number:  Fax Number:

**Service Contact:**

Company Name:   
Address:

Contact Person:  Email Address:   
Telephone Number:  Fax Number:

After Hours Emergency Number(s)   
After Hours Emergency Number(s)   
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After Hours Emergency Number(s)

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(Internal use only)

PeopleSoft Vendor ID: \_\_\_\_\_ Entered by: \_\_\_\_

Helpdesk Ticket #: \_\_\_\_\_ Date: \_\_\_\_\_

**The Bidder's Name that is entered on the Bid/Pricing Agreement/Contract Form & Non-Discrimination Form should match the Business Name on the Vendor Registration Form**

## VENDOR REGISTRATION FORM

**If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).**

Select One:

- ☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
- ☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.
- ☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

**SDBE Program: Please select all applicable vendor characteristics:**

- ☐ Disadvantaged Business Enterprise DUNS Number (if any) \_\_\_\_\_
- ☐ Small Business - as defined by the U.S. Small Business Administration
- ☐ Women-Owned Business - % Women-Owned / Controlled \_\_\_\_\_ %
- ☐ Minority-Owned Business - % Minority-Owned / Controlled \_\_\_\_\_ % Ethnicity(ies) \_\_\_\_\_

If you checked any of the above boxes, please provide a brief description of your business:

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? ☐

**Mailing Addresses:**

### PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

### PAYMENT REMITTANCE

BUSINESS NAME

ADDRESS 1

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts. See 11 O.S. §8-113.

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

**BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO SUBMITTING  
INTO THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal  
and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

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(Published in *The Journal Record* on February 16<sup>th</sup>, 2022)**NOTICE TO BIDDERS**

Notice is hereby given that The City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the 9 day of March 2022, for the following:

BID23704 – Mowing And Landscaping For The Police Department

**NON-MANDATORY PRE-BID MEETING:** A non-mandatory pre-bid meeting will be held on Friday, February 25, 2022 at 10:00:00 a.m. CST via Microsoft Teams. Please email [alena.croy@okc.gov](mailto:alena.croy@okc.gov) to register for the Teams Meeting and to receive instructions about joining the meeting. Bidders must have a company representative present at the meeting for a bid to be considered.

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the goods and/or services specified in the electronic bid packet. The Contracting Entity does not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic bid. The Contracting Entity recommends potential Bidders register and become familiar with the Periscope electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to the Contracting Entity through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

Bids shall be made in accordance with this Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Agreement & Non-Discrimination Statement, the Non-Collusion Affidavit, and any other documents which are included in the complete electronic bid packet. The Agreement must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the above stated date and time. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours before an Agreement shall be made and entered.

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**The City of  
OKLAHOMA CITY**  
and its Trusts

**ELECTRONIC BID PACKET  
MOWING AND LANDSCAPING FOR THE POLICE DEPARTMENT  
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**GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS**

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions, and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed, and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
  - (a) The notary's signature (electronic signature);
  - (b) Jurisdiction where notarization took place (i.e., State of \_\_, County of \_\_);
  - (c) Date of notarization;
  - (d) The notary's commission expiration date;
  - (e) The notary's commission number (Oklahoma);
  - (f) The notarial seal (the notary seal is not required for electronic notarization); and
  - (g) Comply with all other applicable laws. The Non-Collusion Affidavit must be submitted electronically with the electronic bid packet.
3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins, and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.
6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the Periscope system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase one or more bid item at any given time throughout the term of the Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.
8. **PAYMENTS AND DISCOUNTS:**

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a Bidder may incur.
- (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (See 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
- (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
- (b) Any such termination will be affected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
15. **COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state, or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, - et seq.
16. **SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
17. **RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers, and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.
18. **REFERENCES:** The Contracting Entity has the right to request references from bidders.
19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a Bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities, or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

**OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION**

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential". DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential".
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential", you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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# **BID SPECIFICATIONS**

## **MOWING AND LANDSCAPING FOR THE POLICE DEPARTMENT**

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**BID SPECIFICATIONS**  
**MOWING AND LANDSCAPING FOR THE POLICE DEPARTMENT**  
**Instructions to Bidders**

**INTENT:** To obtain pricing agreements for the Oklahoma City Police Department for mowing and landscaping including trimming, blowing, trash, litter, and debris removal. Additional landscaping services may be requested.

**SCOPE OF PRICING AGREEMENT/CONTRACT:** The Bidder shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the Periscope system.

**SUBSTITUTE OFFERS:** If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for Bidders in Periscope when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

**CONTRACTING ENTITY:** The term "Contracting Entity" as used throughout this Pricing Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods or services from the resultant Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Pricing Agreement(s)/Contract(s), the Bidder(s) will honor the terms and conditions, including price, of the Pricing Agreement(s)/Contract(s).

**BIDDER:** Upon award of this Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

**PRICING AGREEMENT/CONTRACT PERIOD:** The Pricing Agreement/Contract shall be for one year with the option to renew for two additional one-year periods. The Pricing Agreement/Contract shall be in effect commencing on the date of award as approved by the Contracting Entity.

**PRICING AGREEMENT/CONTRACT RENEWAL OPTION:**

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)
2. Upon receipt of the Contracting Entity's preliminary notice, the Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an

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additional one-year period.

3. Should the Contracting Entity exercise this option for renewal, the Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Pricing Agreement/Contract, including any renewals, shall not exceed three years without approval of the Contracting Entity.
4. In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

**DELIVERY:** Bidders shall specify their proposed delivery times for the requested goods and services in the Line-Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

**INSPECTION AND ACCEPTANCE AT DESTINATION:**

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

**F.O.B. DESTINATION:**

1. The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.
2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

**COMMERCIAL PACKAGING:** Preservation, packaging, packing, and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

**ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):**

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.

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3. The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:
  - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
  - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
  - c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
  - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
  - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
5. There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
6. The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Pricing Agreements/Contracts are awarded.

**ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of this Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes and exceptions by Bidder.

**PAYMENT METHODS:** The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

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## PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to [accountspayable@okc.gov](mailto:accountspayable@okc.gov). If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

**FOR ORDERS PLACED BY PURCHASING CARD:** Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. City and/or Trust employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a Bidder may incur.

3. Invoices must contain the following information:
  - a. Bidder's name and address
  - b. Ship to address (department name)
  - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
  - d. Itemization of each item purchased to include:
    - (1) description/stock number
    - (2) unit price
    - (3) quantity
    - (4) unit of issue (each, box, dozen, pound, etc.)
    - (5) total price
  - e. Total amount of invoice
  - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

## WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.

2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
  - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense; or
  - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

**GENERAL PROVISIONS:** The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

**SAFETY DATA SHEETS:** Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to Agreement/Contract award
- c. Submitted with the product invoice
- d. Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state, and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found online at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division  
420 W. Main Street, Suite 630  
Oklahoma City, Oklahoma 73102  
(405) 297-3891

## **BID SPECIFICATIONS**

### **Other Provisions**

**ADDENDA:** It is the Bidder's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder's bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

**INDEMNITY REQUIREMENTS:** The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

**INSURANCE REQUIREMENTS:** The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

**GENERAL LIABILITY INSURANCE:** The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subcontractor, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have, at a minimum, the following coverage amounts:

**Property Damage Liability** - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

**All Other Liability** - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

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**General Aggregate Limit-** In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence, or accident.

**AUTOMOBILE LIABILITY INSURANCE** – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

**POLICE DEPARTMENT AND MUNICIPAL COURTS BACKGROUND CHECKS:** This Pricing Agreement/Contract may be used by the Oklahoma City Police Department and Municipal Courts. Federal CJIS Security Policy (Criminal Justice Information Systems) and OLETS Policy (Oklahoma Law Enforcement Telecommunications System) requires the Oklahoma City Police Department, the Oklahoma City Municipal Court and Municipal Counselor’s Office to have their Bidder employees and agents fingerprint and background checks to be conducted by the Oklahoma City Police Department through the AFIS Unit and to be run through the Police Department’s Crime Information Unit for warrants and verification. Based on the results of the background check a decision will be made on whether the Bidder employees can perform contract work for

these Law Enforcement/Criminal Justice Departments by the OLETS LASO (Local Agency Security Officer) of the Oklahoma City Police Department or their designee. Once the Bidder has been approved, they will be required to successfully complete the online CJIS Security Test. This process will be completed every five (5) years for each Bidder employee. Bidders not willing to comply with this requirement should note this as an exception to the bid. This may be cause for rejection of a proposal depending upon the commodity. Bidder employees will be automatic disqualified for any felonies, documented instances of domestic violence, drug offenses, violent crimes, theft, not completing, or passing any part of the vetting process. The prospective Bidder will have two opportunities to submit employees for a background check. The maximum number of employees for each opportunity will be five. Bidders that employ work release employee will not qualify for the pistol range and K9 locations.

**UNDUE INFLUENCE:** Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e., Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

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**ESCALATION/DE-ESCALATION:** Bidder may request a price increase or decrease if the Bidder shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Bidder's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Pricing Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Bidder may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City  
Procurement Services Division  
Attn: Alena Coy, Purchasing Specialist  
100 North Walker, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102  
[kadja.washington@okc.gov](mailto:kadja.washington@okc.gov)

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## **BID SPECIFICATIONS**

### **Technical Provisions**

**INTENT:** To obtain pricing agreements for the Oklahoma City Police Department for mowing and landscaping including trimming, blowing, trash, litter, and debris removal. Additional landscaping services may be requested.

The Contracting Entity intends to award individual Pricing Agreement/Contract for each location. Therefore, it is not necessary to bid on every location. Bidders should only submit bids that reflect their capacity and ability to perform under the requirements of these specifications.

**NON-MANDATORY PRE-BID MEETING:** A mandatory pre-bid meeting will be held on Friday, February 25<sup>th</sup> at 2:00:00 p.m. CST via Microsoft Teams. Please email [alena.croy@okc.gov](mailto:alena.croy@okc.gov) to register for the Teams Meeting and to receive instructions about joining the meeting. Bidders must have a company representative present at the meeting for a bid to be considered.

**GENERAL:** The services to be provided under these specifications shall be accomplished in a prompt and timely manner. All ordinances, rules and regulations of Contracting Entity shall be strictly followed.

The Bidder shall, at all times, observe and comply with all Federal and State laws and all City ordinances, rules, and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the Pricing Agreement/Contract.

**SUBCONTRACTORS:** The Bidder shall not employ any subcontractor on the work, or any portion of the work without the consent of the Contracting Entity in writing. Bidders are always responsible for the work performed under a Pricing Agreement/Contract even if consent to employ subcontractors is approved. Subcontractors will be required to provide insurance meeting Contracting Entity requirements prior to beginning work.

**RESPONSIBILITIES OF BIDDER:** Except as otherwise specifically stated in the Pricing Agreement/Contract documents and specifications, the Bidder shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence of temporary construction of every nature, charges, levies, fees, taxes legally collectable because of the work, or other expenses incurred and all other services and facilities of every nature whatsoever necessary for their performance of the Pricing Agreement/Contract within the specified time.

**WORK SHEET:** The Bidder shall complete a work sheet prior to the execution of work and related activities contained in these Pricing Agreement/Contract documents. The Contracting Entity's staff will initial work sheet to signify acknowledgement.

**INCREASED OR DECREASED QUANTITIES OF WORK:** The Contracting Entity reserves the right to alter the quantity of work, and the Bidder agrees to accept increased or decreased quantities of work at the appropriate unit price.

**PROTECTION:** Adequate protection of persons and property shall be provided at all times. The work shall be executed in such a manner as to avoid hazards to persons and property, interference with the use of adjacent buildings and interruption of free passage to and from such buildings.

**MOWING TERMS AND CONDITIONS:**

1. After Pricing Agreement/Contract approval, the awarded Bidder(s) will meet with the Contracting Entity's staff before beginning work to ensure all work assignments are clearly understood.
2. Mowers and other equipment shall be maintained to provide a smooth, even cut without tearing. The blade adjustment shall provide a uniform, level cut without edges or depressions. The mower blades shall be kept sharp. Equipment shall not be allowed to leave ruts in turf. Additional care shall be taken to avoid mower and line trimmer damage to tree trunks, shrubs, and poles.
3. Blowing off clippings and leaves from hard surfaces or mowed areas shall be done in a manner to not go into storm drains, roadways, parking areas or flower beds.
4. Any damage caused to a property (irrigation, ruts in turf, etc.) by the Bidders shall be reported to the Contracting Entity and repaired immediately at the Bidder's expense.
5. The Bidder may cut, mow, and/or clear trash, litter, rubble, and debris during the hours of 8:00 a.m. to 4:00 p.m. Some locations may be completed outside of these hours with approval from the Contracting Entity if the said work does not disturb or interfere with the peace and tranquility of the neighborhood. In the event such disturbance or interference does occur, the Bidder agrees to discontinue and complete such work as ordered by the Contracting Entity.
6. Working Days shall mean Monday through Friday, exclusive of legal holidays, and days on which inclement weather and ground conditions prevent work. However, all weather delays must be approved and documented by the Contracting Entity. Requests to work on Saturday and Sunday will be considered by the Contracting Entity with the understanding that no premium or additional compensation is being requested.
7. Invoices for payment must be submitted two times each month. Invoices for the 1st day of the month through the 15th day of the month must be submitted within five business days of the 15th. Invoices for the 16th day of the month through the last day of the month must be submitted within five business days of the last day of the month. The Contracting Entity will field verify the work and process payment to the Bidder within thirty days of proper invoice submittal. Payment will not be made for any work submitted by the Bidder unless the necessary verified invoices are attached.

**BASIS OF PAYMENT:** Satisfactory performance of the mowing and litter service by the Bidder shall include the following for each property:

1. Cutting and/or mowing of grass and weeds to a height of no more than two inches including, if necessary, hand mowing and/or trimming of all areas not accessible to the primary mowing machine (e.g., fence rows, corners, structures, trees, shrubs, etc.); and the removal of all cuttings from streets, sidewalks, and adjacent properties.
2. Every visit to every mowing site shall include "pre-mowing" removal of trash, litter, and debris such as to avoid shredding and dispersal of debris on the site. This should be accomplished through some combination of walking the site in advance of mowing and while mowing is in progress. "Trash": Shall mean any refuse, litter, debris, paper,

combustible materials, rubbish, offal or waste, or matter of any kind or form, which is uncared for, discarded or abandoned which is larger than a pack of cigarettes. "Trash" shall also include any material deemed to be hazardous by the Contracting Entity including but not limited to tires and refrigeration equipment requiring freon disposal or removal.

3. Dispose all trash, litter, rubble, and debris at an approved disposal site.
4. Bidder shall not be required to remove dead tree trunks which cannot be removed by hand.
5. The Bidder shall be entitled to the compensation as set forth in the Bidder's bid.
6. Upon the order of the Contracting Entity, the Bidder shall remove and dispose of trash, litter and /or rubble and debris upon any property. Disposal must be made at an approved disposal site and must be verified by trip sheets which must be attached to the invoice for payment. Hazardous material shall be disposed of and verified in the same manner.

**STREET CLEAN UP:** In the Bidder's operation of hauling salvage or waste material, either inside or outside of the project area, they shall avoid the loss or dropping of material from trucks or hauling vehicles. In the event spilling or dropping of loose material from the hauling vehicle does occur due to his/her operation, it is the responsibility of the Bidder to pick up, maintain and otherwise clean all waste material from the adjacent properties, streets, and sidewalks or right of-way on the haul route. The Bidder shall defend, indemnify, and save harmless the Contracting Entity from any and all liability for any accidents occurring because of hauling operations.

**BID QUESTIONNAIRE:** Bidders are required to fill out the Bid Questionnaire associated with this bid in the electronic bidding system. The questionnaire must be completed in its entirety and will be used by staff to assist in evaluating the bids.

**LOCATIONS:** The Contracting Entity currently has a need for services at the locations included in Attachment A. Additional locations or services may be requested and added to the Pricing Agreement/Contract.

**SITE PICTURES:** Pictures of areas to be mowed are included in Attachment B. It is the Bidder's responsibility to inspect physical locations before submitting a bid to ensure an accurate bid price is submitted. Any questions concerning the areas may be addressed at the Pre-Bid Conference or addressed through Periscope by the question deadline.

**BID ATTACHMENTS:** The following items are included as attachments in the electronic bidding system.

- Attachment A - Mowing Sites and Service Schedule / Detail
- Attachment B - Site Pictures

**Technical questions are to be addressed through the electronic bidding system and the Buyer will respond electronically and issue addenda, if necessary.**

Pricing must be submitted through the Line-Item area of the electronic bidding system.

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## LETTER OF AUTHORIZATION

**THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT  
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE  
CORPORATION**

**THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT  
TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID**

City of Oklahoma City or related Public Trust:

This letter authorizes \_\_\_\_\_ to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and  
all forms related to on behalf of \_\_\_\_\_.  
Company Name

Sincerely,

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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

Title: (must be checked)

- ☐ Owner
- ☐ Chief Executive Officer [CEO]
- ☐ Chairman or Chairwoman of the Board
- ☐ President
- ☐ Vice-President

- ☐ Treasurer
- ☐ Corporate Secretary
- ☐ Assistant Secretary
- ☐ Secretary-Treasurer

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS  
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE  
ELECTRONIC BID SYSTEM**

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## Attachment A

### Mowing Sites and Service Schedule / Detail

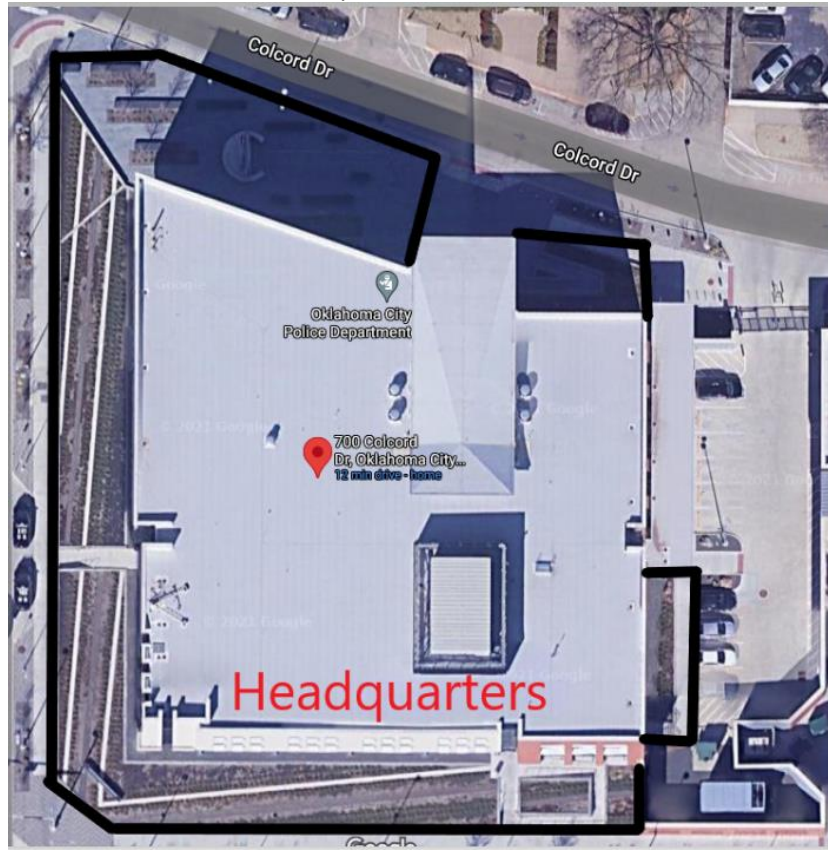
Location	Address -Area	~Acreage	Description and Frequency*
Police Headquarters	700 Colcord Dr	Less than 0.10	<ul style="list-style-type: none"> <li>• Plant/Flower Bed Maintenance</li> <li>• Annual Fall Debris Removal</li> </ul>
Will Rogers Briefing Station	3112 N. Grand Blvd	1.12	<ul style="list-style-type: none"> <li>• Mowing</li> <li>• Plant Bed Maintenance</li> <li>• Annual Fall Debris Removal</li> </ul>
K9 Unit	1400 S. Portland Ave	1.33	<ul style="list-style-type: none"> <li>• Mowing</li> <li>• Plant Bed Maintenance</li> </ul>
Santa Fe Briefing Station	9000 S. Santa Fe Ave	5.2	<ul style="list-style-type: none"> <li>• Mowing</li> <li>• Plant Bed Maintenance</li> <li>• Annual Fall Debris Removal</li> </ul>
Air Support	5505 S. Portland Ave	5	<ul style="list-style-type: none"> <li>• Mowing</li> <li>• Plant Bed Maintenance</li> </ul>
Southwest Briefing Station	5501 S. Portland Ave	5	<ul style="list-style-type: none"> <li>• Mowing</li> <li>• Plant Bed Maintenance</li> </ul>
Springlake Briefing Station	4116 N. Prospect Ave	1.14	<ul style="list-style-type: none"> <li>• Mowing</li> <li>• Plant Bed Maintenance</li> </ul>
Bricktown Briefing Station	219 E. Main St	0.56	<ul style="list-style-type: none"> <li>• Mowing</li> <li>• Plant Bed Maintenance</li> </ul>
Hefner Briefing Station	3924 NW 122nd St	1.03	<ul style="list-style-type: none"> <li>• Mowing</li> <li>• Plant Bed Maintenance</li> </ul>
Police Training Center	800 N. Portland Ave	2.31	<ul style="list-style-type: none"> <li>• Mowing</li> <li>• Plant Bed Maintenance</li> </ul>
616 Building	616 Colcord Ave	Less than 0.10	<ul style="list-style-type: none"> <li>• Plant Bed Maintenance</li> </ul>
Pistol Range	8500 S. Air Depot Rd	11.5	<ul style="list-style-type: none"> <li>• Mowing <ul style="list-style-type: none"> <li>○ Bi-Weekly Service April through October</li> <li>○ Monthly Service November through March</li> <li>○ Mow the Berms Twice Per Summer**</li> </ul> </li> </ul>

\*All mowing is Bi-Weekly Service April-October unless otherwise specified, all services will be requested as needed.

\*\*Currently A Tractor with A Boom Is Being Used

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Police Headquarters-700 Colcord Drive



Will Rogers Division-3112 N Grand Blvd



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K9 Unit-1400 S Portland Ave

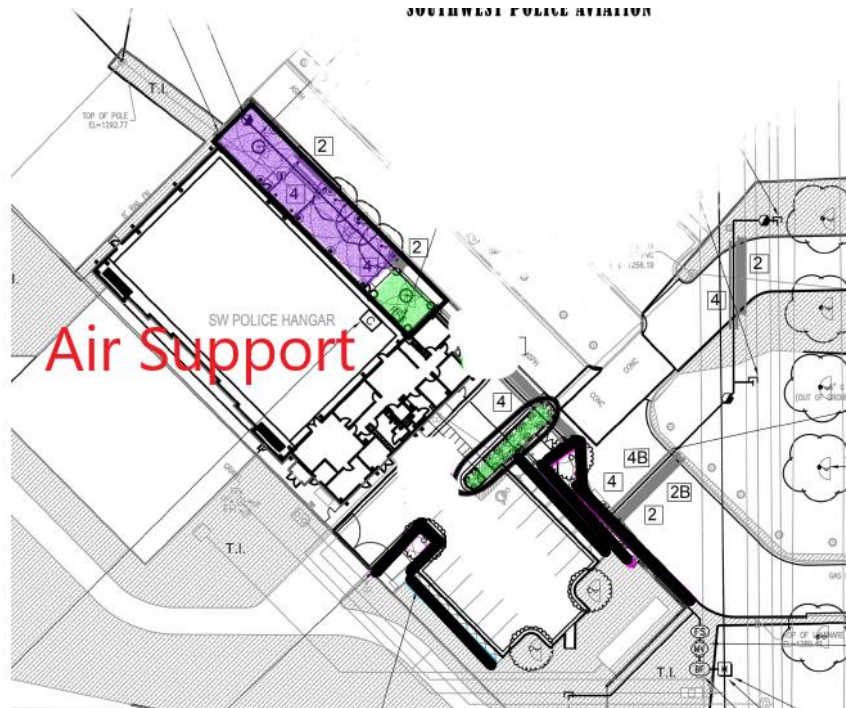


Santa Fe Briefing Station-9000 S Santa Fe Ave



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Air Support Unit-5505 S Portland Ave



Southwest Briefing Station-5501 S Portland Ave



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Springlake Briefing Station-4116 N Prospect Ave

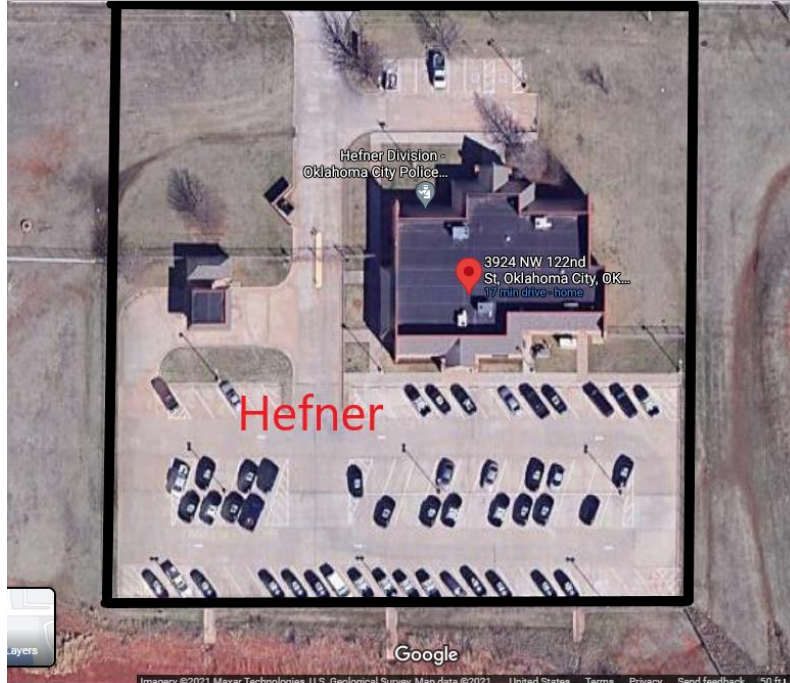


Bricktown Station-219 E Main St

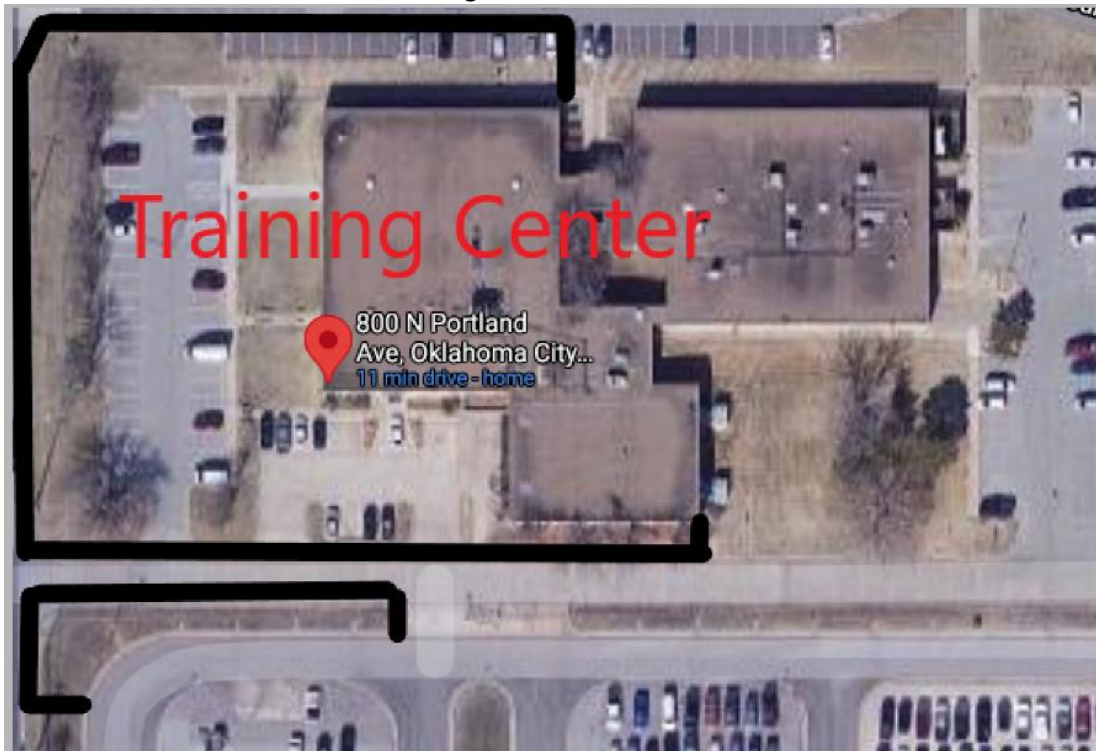


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Hefner Briefing Station-3924 NW 122<sup>nd</sup> St



Police Training Center-800 N Portland Ave



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616 Building-616 Colcord Drive



Pistol Range-8500 S Air Depot Blvd



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ATTACHMENT A  
BID23704 – BID QUESTIONNAIRE

1. Name of Bidder:

2. Permanent main office address:

3. When was your company organized?

4. If a corporation, where is it incorporated?

5. How many years have you been in business, related to this bid, under your present firm or trade name?

6. Current Contracts: (List these, showing the amount of each contract and the appropriate anticipated dates of completion):

7. What is the general description of the work performed by your company as it relates to mowing for government entity and/or commercial properties?

8. Have you ever failed to complete any contract work awarded to you? If so, provide an explanation of the situation.

9. List the major mowing and landscaping equipment available for this contract (an equipment list should also be attached in the line-item area of the electronic bidding system):

10. Number of personnel available to complete services requested:

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Please Note: The equipment list must be either owned/leased and/or rented by the Bidder. Where the equipment is leased and/or rented the Bidder must show supporting documentation that the Bidder will have the necessary equipment on hand when needed. This can be attached in the line-item area of the electronic bidding system.

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## Question and Answers for Bid #23704 - Mowing And Landscaping For The Police Department

### Overall Bid Questions

#### Question 1

Would you happen to have a previous contract price? (Submitted: Feb 17, 2022 9:30:16 AM CST)

#### Answer

- These locations have not been maintained under a formal, competitively bid agreement previously. (Answered: Feb 17, 2022 9:51:44 AM CST)

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