State of Oklahoma
Department of Central Services
Procurement Division

Solicitation

Solicitation #: 5800000535 **Solicitation Issue Date: October 1, 2009**

Brief Description of Requirement:

GROUNDS MAINTENANCE FOR THE TULSA COMPLEX:

440 SOUTH HOUSTON

TULSA, OK 74127

SITE INSPECTION: FRIDAY OCTOBER 16, 2009 AT 10:00AM - CONTACT JOE LOONEY TO SCHEDULE - SEE SECTION 3.1 OF CONTRACT.

QUESTIONS REGARDING CONTRACT DUE NO LATER THAN TUESDAY OCTOBER 20, 2009 AT 3:00PM TO KEITH HICKS.

Response Due Date[1]: October 22, 2009 **Time**: 4.00 PM CST/CDT

Issued By and RETURN SEALED BID TO[2]:

Dept. of Central Services - Procurement Division

- Location: 2401 N. Lincoln Blvd. Ste. 212, Oklahoma City, OK 73105
- Mailing Address: PO Box 53218, Oklahoma City, OK 73152-3218

Solicitation Type (check one below)**:**

☒ Invitation to Bid

☐ Request for Proposal

☐ Request for Quote

1. **Requesting Agency**: DCS - Facilities Division

2. **Contracting Officer**:

   Name: Keith Hicks

   Phone: 405-522-3790

   Email: keith_hicks@dcs.state.ok.us

[1] Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")
[2] Use "Location" for courier or personal deliveries, and "Mailing Address" for USPS

State of Oklahoma
Department of Central Services
Procurement Division

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) ***MUST*** *be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 5800000535

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: ____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)[2]

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/documents/WorkersComp.pdf

State of Oklahoma
Department of Central Services
Procurement Division

Certification for Competitive Bid and/or Contract
(Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: 5800000535

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
   a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
   b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

GENERAL PROVISIONS

1. DEFINITIONS

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

1.1. "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;

1.2. "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;

1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;

1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

1.5. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

2. BID SUBMISSION

2.1. Submitted bids shall be in strict conformity with the instructions to bidders, and shall be submitted with any other forms completed as required by the solicitation.

2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

2.4. All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.

2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

3. SOLICITATION AMENDMENTS

3.1. If an amendment is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.

3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to acquire any amendment documents required to complete a solicitation.

4. BID CHANGE

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation:

5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

6. BID OPENING

Sealed bids shall be opened by the Department of Central Services - Procurement Division located at 2401 N. Lincoln Blvd. Ste. 212, Oklahoma City, OK 73105 at the time and date specified in the solicitation as the Response Due Date and Time.

7. BIDS SUBJECT TO PUBLIC DISCLOSURE

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

8. LATE BIDS

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

9. LEGAL CONTRACT

9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

10. PRICING

10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

10.2. Bidders guarantee unit prices to be correct.

10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

12. CLARIFICATION OF SOLICITATION

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

13. REJECTION OF BID

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

14. AWARD OF CONTRACT

14.1. The procuring agency may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the procuring agency to be in the best interest of the State of Oklahoma.

14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

14.3. In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

15. CONTRACT MODIFICATION

15.1. The Contract is issued under the authority of the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.

15.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

16. DELIVERY, INSPECTION AND ACCEPTANCE

16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

17. INVOICING AND PAYMENT

17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

18. TAX EXEMPTION

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The procuring agency shall furnish tax exemption certificates upon written request.

19. AUDIT AND RECORDS CLAUSE

19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

20. NON-APPROPRIATION CLAUSE

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

21. CHOICE OF LAW

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

22. CHOICE OF VENUE

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

23. TERMINATION FOR CAUSE

23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the procuring agency determines that an administrative error occurred prior to Contract performance.

23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

24. TERMINATION FOR CONVENIENCE

24.1. The State may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the State's best interest. The procuring agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the procuring agency.

24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

25. INSURANCE

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

26. EMPLOYMENT RELATIONSHIP

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

27. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

28. SPECIAL PROVISIONS

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

SOLICITATION REQUEST

☐ Request for Quote ☐ Request for Proposal ☐ Request for Bid **Dispatch via Print**

Request Quote ID.	Date	Buyer	Page
5800000535	09/03/2009	Keith Hicks	1
Payment Terms	**DateTime Quote Open**	**Closing**	
0 Days	10/01/2009 08:59 AM	10/22/2009 04:00 PM	

Requisition Number Reference: From Req ID - 5800001464

Department of Central Services

DEPARTMENT OF CENTRAL SERVICES
2401 N LINCOLN, WILL ROGERS BLDG
OKLAHOMA CITY OK 73105

Ship To: DEPARTMENT OF CENTRAL SERVICES
ROBERT S KERR BLDG
440 S HOUSTON, ROOM 6
TULSA OK 74127

Vendor: NAME
Address:_____
Address:_____
City:_____ST:____ ZIP:_____

Bill To: DEPARTMENT OF CENTRAL SERVICES
FACILITIES SERVICES
PO BOX 53187
OKLAHOMA CITY OK 731523187

Line	Item # - Descr	Qty.	UOM	Supplier Responses Unit Cost	Supplier Responses Ext. Cost
1	098836 TULSA (5400) Grounds maintenance: mowing, edging, plant (not tree) trimming, etc.	9	MOR	_____	_____

GROUNDS MAINTENANCE FOR THE TULSA COMPLEX, AS PER THE ATTACHED SPECIFICATIONS.

MAIN LOCATION:
440 S. HOUSTON
TULSA, OK 74127

Freight Terms: FOB DEST **Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:
SEE SPECIFICATIONS FOR TERMS AND CONDITIONS.

This is NOT AN ORDER
All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

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(Tulsa Complex Landscape Maintenance)

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1.0 Statement of Needs

1.1 The purpose of this acquisition is to establish an annual full service year-round professional landscape maintenance contract for The Department of Central Services (DCS), Office of Facilities Management (OFM) Tulsa Complex. The Complex shall be maintained at a level that reflects the State of Oklahoma's pride and diversity.

2.0 Definitions

2.1 Agency: The entity for which the contract has been issued.

2.2 Contract: This contract, any addendum to this contract and the Contractor's proposal submitted in response to this contract, and the DCS Notice of Award.

2.3 Contract Administrator: The Tulsa Complex Building Superintendent or the DCS employee designated by the agency to act as the Liaison between the Contractor or the Contractor's managers and the Agency.

2.4 State: State of Oklahoma

2.5 DCS: Department of Central Services

2.6 OFM: Office of Facilities Management, division of DCS utilizing contract.

2.7 Emergency: Any condition(s) which is a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by DCS.

2.8 Management: Contractor's managers who are responsible for operations.

2.9 Shall: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement shall result in a vendor complaint being filed and shall be a factor in future contracting award decisions.

2.10 Small tree: A tree measured vertically from the base of the trunk to the upper branch tips that measures twenty-five (25) feet or less in height.

2.11 Medium Tree: A tree measured vertically from the base of the trunk to the upper branch tips that measures more than twenty-five (25) feet but less than forty-five (45) feet in height.

2.12 Large Tree: A tree measured vertically from the base of the trunk to the upper branch tips that measures more than forty-five (45) feet in height.

2.13 Small Shrub: Any multi- or single trunk woody plant or ornamental grass that is less than 36 inches in height.

2.14 Medium Shrub: Any multi- or single trunk woody plant or ornamental grass with less than 30% of the overall vegetative growth above six (6) feet from ground level and more than 36 inches in height.

2.15 Large Shrub: Any multi- or single trunk woody plant or ornamental grass with more than 30% of the overall vegetative growth above six (6) feet from ground level.

2.16 Regular Stump: The portion of a felled tree that is left in the ground and is twenty-four (24) inches or smaller in diameter.

2.17 Large Stump: The portion of a felled tree that is left in the ground and is larger than twenty-four (24) inches in diameter.

2.18 Trash or Trash Removal: Removal of any refuse, litter, debris, rock, wood, or plant debris (including but not limited to bark, limbs, branches, leaves, twigs, fruit or seed), small dead animals (including but not limited to birds or rodents), animal waste, ash, paper, tobacco litter, plastic, rubber, metal, cloth, lumber, appliances, vehicle parts, combustible material,

rubbish, offal, waste, junk, or any matter of any kind, form, or size, which is uncared for, discarded, dumped, lost, dropped, thrown, abandoned, or accumulated.

2.19 Tulsa Complex: The grounds within the boundaries of Attachment A in this contract.

3.0 Contractor's Requirements

3.1 SITE INSPECTION: A site inspection shall take place on Friday, October 16, 2009 at 10:00 a.m. This is to allow Contractors to thoroughly familiarize themselves with the Tulsa Complex. Contact Joe Looney at (918) 581-2391 to schedule site inspection attendance.

3.2 Questions regarding contract and site inspection are to be submitted no later than Tuesday, October 20, 2009 at 3:00 p.m. to Keith_Hicks@dcs.state.ok.us.

3.3 GENERAL: The Contractor shall follow the requirements of the contract bidding documents issued by DCS.

3.3.1 The Contractor shall have at a minimum one responsible person on the grounds that can be reached via pager, cell phone or two-way radio system furnished at the Contractor's expense during normal business hours while work is being performed to communicate with the Contract Administrator. Before starting work, the Contractor shall supply telephone numbers for the Contractor's main office and on-site supervisors in charge of daily operations.

3.3.2 Contractor shall furnish and provide all tools, equipment, materials and labor required to fulfill this contract.

3.3.3 Keys shall be provided to the Contractor for access to fenced-in areas or authorized personnel will unlock secured gates for the Contractor where necessary. Security for the areas must be maintained during the work process and gates shall be locked after work is completed.

3.3.4 Assigned parking areas shall be provided for Contractor's use. Contractor shall not drive or park on sidewalks or lawn areas unless approved by the Contract Administrator.

3.3.5 Prior to application of any chemicals or materials, a copy of the Material Safety Data Sheets (MSDS) and a copy of a current label must be submitted to Contract Administrator.

3.3.6 On an as needed basis, request may be made for additional service by OFM.

3.3.7 OFM reserves the right to postpone or reduce frequency of services for any reason.

3.3.8 OFM shall not be responsible for any loss to the Contractor due to temporary suspension of operations, regardless of cause. Such suspension(s) may result from, but are not limited to, mechanical failure of equipment, power failure or extraordinary weather conditions.

3.3.9 The Contractor shall have as part of their submitted inventory (Attachment C) a minimum of 10% environmentally-friendly powered equipment (i.e. propane fueled mowers, four (4) cycle vs. two (2) cycle edgers/weedeaters, etc.).

3.3.10 The Contractor shall increase their powered equipment inventory utilized in the Complex by no less than 5% for each renewal.

3.4 LAWN MAINTENANCE: The Contractor shall provide quality lawn mowing, edging of lawns, trimming around and in objects in the landscape, and clean up within the boundaries shown on Attachment A. The Contractor shall mow lawns neatly and evenly. Every effort shall be made to provide a lawn that is uniformly mowed and attractive with turf color indicative of excellent mowing practice.

3.4.1 Bagging or raking of clippings is not required, however, the Contractor shall rake or bag clippings that have clumped due to moisture or when clippings are excessively visible on high profile lawns.

3.4.2 The Contractor shall work with the Contract Administrator to determine mowing height and frequency. The goal is to mow lawns approximately 28 times annually; more frequent or less frequent mowing may occur depending on many factors.

3.4.3 Prior to mowing, the Contractor shall remove litter, loose objects, and debris from the area to prevent the inadvertent launching of objects with cutting blades or cutting into small unsightly pieces.

3.4.4 The Contractor shall maintain a straight and clean-cut line between turf and edges. The dirt and debris caused by edging shall be cleaned off surfaces upon completion of the edging.

3.4.5 With each mowing the Contractor shall provide even trimming of vegetation in and around all objects in the landscape with a power string trimmer except for trees and shrubs.

3.4.6 Grass at the base of trees and shrubs shall be removed by methods that do not damage the bark or cambium or any other part of the tree or shrub. Bark mulch and herbicide applications may be used at the base of trees and shrubs to control grass and weeds. No herbicide shall come in contact with the tree or shrub. Dead grass or weeds from herbicide use shall be removed.

3.4.7 With each mowing, edging, and trimming, the Contractor shall provide clean up of clippings and debris with a power blower or vacuum on all surfaces. All adjacent areas, objects and site fixtures shall be left in clean condition with the grass clippings and debris removed as needed to prevent visible accumulations.

3.4.8 The Contractor shall remove weeds from ornamental beds.

3.4.9 The Contractor shall keep equipment in the best of condition to promote excellence in mowing quality.

3.4.10 Petroleum fluids kill turf and plants in the landscape. When any leak of petroleum product is found during operation, the operator shall stop immediately and remove the piece of equipment from the landscape, take action to contain and clean up the fluid from the landscape or hardscape to minimize damage or unsightly spill.

3.4.11 The Contractor shall have available and use lighter equipment when conditions may cause tire rutting or compaction.

3.4.12 The Contractor shall be responsible for relieving visible wheel marks and compaction caused by habitual mowing patterns.

3.4.13 The Contractor shall fill and level holes and tire ruts with topsoil in turf as needed.

3.4.14 The Contractor shall observe Department of Environmental Quality (DEQ) guidelines for publicly declared Clean Air Alert Days. Following the observance of the Clean Air Alert or Ozone Alert Day, the Contractor shall be given reasonable time to recover the work.

3.4.15 The Contractor shall provide lawn maintenance service until the vegetation is dormant and shall resume when the vegetation emerges from dormancy.

3.5 **<u>OVERSEED LAWNS:</u>** Lawn areas shall be over-seeded as needed.

3.5.1 The lawn shall be scalped and clippings removed in preparation of over-seeding.

3.6 **<u>LANDSCAPING SERVICES:</u>** Annually the Contractor shall provide and install the following landscape plants (to include soil amendments, tree stakes, and tree trunk wraps) when requested by the Contract Administrator:

Two (2) Deciduous trees two (2) inch in caliper,

Two (2) Evergreen trees six to eight feet (6-8)' tall,
Five (5) Shrubs in five (5) gallon containers,
Five (5) Shrubs, ornamental grasses, or groundcovers in one (1) gallon containers,
Twelve (12) flats of annual plants in four (4) inch pots X eighteen (18) plants per flat.

3.6.1 The Contract Administrator shall specify location of planting and shall work with the Contractor to specify color, arrangement, and species to be planted.

3.6.2 Two flower changes shall be made annually for summer and fall at the right time for optimum seasonal plant growth. Summer flowers: four inch (4") potted plants shall be planted in spring after danger of frost has past. Fall flowers: Pansies or Violas in four inch (4") pots shall be planted in fall. Contractor shall prepare a plan that details species, color and arrangement of annual flowers in the planting beds. Final plan shall be submitted for approval to the Contract Administrator at least ninety (90) days prior to planting.

3.7 **LANDSCAPE PLANT MAINTENANCE:** The Contractor shall prune or remove trees and shrubs to improve structural strength, access, appearance, visibility and light penetration under, through, and around and upon request to improve public safety or to remove hazards in accordance with standard practices of Arboriculture and Horticulture. There are approximately one hundred seventy-seven (177) trees and two hundred six (206) shrubs that are subject to service under the terms of this contract.

3.7.1 All tree pruning is to be conducted with the direct supervision of a Certified Arborist.

3.7.2 Following removal of any tree, the Contractor shall grind tree stumps with a tree stump grinder. Stump grinding shall include sweeping chips and leveling ground at the stump site.

3.7.3 Any shrub that is sheared to a hedge shall be kept neatly sheared to form by the Contractor.

3.7.4 The Contractor shall prune dormant plant parts from annual and perennial ornamental plant materials.

3.7.5 The Contractor shall deadhead flowers (remove dead flower heads) or cut back plant material to stimulate flowering, improve appearance and vigor.

3.7.6 Mulch shall be provided at a depth of two (2) inches, a one and a half (1.5) feet radius layer under newly transplanted trees, and a two (2) feet radius layer of mulch under newly transplanted shrubs through the establishment period to regulate soil temperature, moisture, control weeds and grass unless specified otherwise by the Contract Administrator.

3.7.7 The Contractor shall provide mulch in other areas such as ornamental beds. Mulch material shall match the existing material in the area mulched unless specified otherwise by the Contract Administrator. Mulch shall be maintained throughout the growing season.

3.7.8 When the President declares Tulsa County a disaster due to a weather related phenomenon, tree and shrub services by the Contractor under the terms of this contract shall not include removal of trees, shrubs, limbs, and debris downed by the weather disaster. However, the contractor shall be responsible for removal of trees and limbs under the terms of this contract due to a weather related phenomenon that is not declared a disaster by the President.

3.8 **FERTILIZATION**: The Contractor shall provide a complete fertilizer program to include turf, trees, shrubs, perennial plants, and flower beds with 100% recovered organic materials.

3.8.1 Turf shall be fertilized at regular intervals to promote excellent green color and optimum turf health.

3.8.2 Trees, shrubs, ground cover, annual and perennial flowers shall be fertilized to promote optimum plant health, growth and flowering with a balanced, slow release fertilizer at regular intervals.

3.8.3 Any fertilizer applied will be based on soil test results and other factors. Soil test results shall be performed if it is determined by Contract Administrator that turf or plant health has deteriorated.

3.9 **PESTICIDE APPLICATION:** The Contractor shall provide an Integrated Pest Management Program for the complex that includes routine applications to prevent or control noticeable infestations, regular inspection, and recommendations for treatment to keep plants and turf beautified and free of harmful pests. Treatment shall include chemical applications or other methods of pest control.

3.9.1 Turf shall be maintained free of weeds and pests. Turf shall be treated with applications of pre-emergent herbicide at the appropriate window of opportunity. Turf shall be treated with applications of post-emergent herbicide when inspections reveal grassy or broadleaf weeds in turf. At least four (4) pre-emergent applications and up to four (4) post-emergent applications shall be applied annually. Spot treatments shall be applied to control weeds locally in turf; spot treatments shall be completed with post-emergent herbicide in a three (3) gallon back pack sprayer or equivalent.

3.9.2 Ornamental beds shall be treated with pre-emergent herbicide at the appropriate window of opportunity four (4) times per year and spot treatments of post emergent herbicides when weeds are visible as needed to control broadleaf and grassy weeds.

3.9.3 Mulched areas or rock gardens shall be treated with non-selective herbicides as needed to eradicate all vegetative growth.

3.9.4 Grassy and broadleaf weeds shall not be allowed to grow in or between sidewalk, curb, street or parking lot cracks and crevices. Such areas are to be treated with non-selective herbicides as needed when weeds are visible.

3.9.5 Trees and shrubs shall be maintained free of pests.

3.9.6 All pesticide applications shall be performed in such a way as to inhibit drift from target material. No over spray may drift from the target to the vicinity of a person, people, or personal property.

3.10 **IRRIGATION:** The Contractor shall repair or replace irrigation components as needed to make existing irrigation system functional or provide alternative irrigation services. Service may be required on all types of irrigation components including but not limited to steel, copper, or plastic irrigation components and electronic or manual irrigation controls.

3.10.1 The Contract Administrator shall notify Contractor of any repairs needed following spring start up of irrigation system.

3.10.2 All work shall be done by the Contractor with the exception of tapping into municipal water supply lines or tapping into the electrical supply to install controllers.

3.11 **TRASH REMOVAL:** The Contractor shall be responsible for removing and disposing of all trash and debris within the boundaries in Attachment A (including curbs, walks and gutters) on a daily basis.

3.11.1 In the fall, clean up of leaves, limbs, and other tree debris shall be performed as needed to maintain a clean environment.

3.11.2 All trash and debris shall be disposed of at a legally permitted dumpsite or disposal facility.

3.12 **SNOW AND ICE SERVICE:** The Contractor shall remove accumulated snow, ice and de-icing agents to adjacent areas as directed by the Contract Administrator from parking lots, parking entrances and exits, parking ramps, sidewalks, building entrances, and loading and unloading areas. It is estimated that service may be needed approximately six (6) occasions annually but will vary from season to season. It is the responsibility of the Contractor to provide service each time surfaces are slick from snow or ice accumulation.

3.12.1 The Contractor shall be responsible for monitoring weather conditions and snow and ice accumulations. The Contractor shall be on standby pending weather conducive of snow and ice. Contractor shall provide follow-up removal and de-icing agent applications as needed to prevent re-accumulations of snow and ice.

3.12.2 The Contractor shall use products specifically labeled for de-icing and that are approved by the Environmental Protection Agency; no rock salt or sand allowed.

3.12.3 The Contractor shall not use excessive amounts of de-icing agents in the vicinity of plants.

3.13 **PROPERTY DAMAGE & SAFETY:** The Contractor shall perform all work so that no damage to the building or grounds occurs. The Contractor shall repair any damage to buildings or grounds caused by gross negligence or any other means to the satisfaction of the Contract Administrator at no cost to the State.

3.13.1 The work shall be performed with attention to safety in public areas. Work in areas that may pose any risk to public safety shall be performed during non-business hours. It may be necessary to erect a perimeter barrier around the worksite.

3.13.2 Construction may take place on the grounds during the term of the contract. Work shall be done as close as possible to the construction site without endangering the safety of the Contractor’s crew or of the construction work in progress. In the event that there are some areas in conflict, notify the Contract Administrator.

3.13.3 The Contractor shall maintain in proper working condition all safety devices on equipment and keep such devices properly engaged at all times.

3.14 **HOUSEKEEPING:** All materials, tools, equipment, etc. shall be removed or safely stored by the Contractor. OFM is not responsible for theft or damage to the Contractor's property. All safety hazards to workers or the public shall be corrected immediately and the site shall be left in a safe condition at the end of each day.

3.14.1 The Contractor shall be responsible for restoring the building or grounds where work has been performed back to the former or an improved state prior to final acceptance.

3.14.2 The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor shall dispose of all surplus material, rubbish, and debris.

3.15 **PARTS:** Any part(s) removed during service/repair is the property of the State of Oklahoma and shall not be removed from the premises without authorization from the Contract Administrator.

3.16 **LICENSURE:** All Applicators, fertilizer or pesticide, shall be certified and licensed by the Department of Agriculture for the State of Oklahoma.

3.16.1 If there is a change in staff by Contractor, a copy of applicator’s license shall be submitted to Contract Administrator prior to work being performed by new employee.

3.16.2 OFM reserves the right to check the Contractor’s employee licenses at any time during the term of the contract.

3.17 **CODE COMPLIANCES:** Plant materials shall meet the standards required of the ANSI American Standards for Nursery Stock (2004 or most recent edition) and shall be installed in accordance with standard horticultural practices.

3.17.1 All work shall be in compliance with all applicable codes and to the complete satisfaction of Contract Administrator.

3.17.2 Methods of application shall comply with the State of Oklahoma, Department of Agriculture's Combined Pesticide Laws and Rules.

3.17.3 The Contractor is responsible for the disposal of used fluids and materials from state property in accordance with all applicable laws, guidelines, regulations and codes.

3.18 **SCHEDULING/AVAILABILITY:** Services shall be requested and authorized by Contract Administrator only.

3.18.1 The Contractor shall have sufficient resources to be able to respond to multiple jobs at the same time.

3.18.2 All work shall be scheduled so as not to interfere with the State's conduct of business.

3.18.3 Normal response time for standard jobs will be within ten (10) workdays after notification by Contract Administrator.

3.18.4 The Contractor shall be notified of all scheduled events and their location so that maintenance can be accomplished without interference.

3.19 **EMERGENCIES:** Response time on an emergency call shall be within four (4) hours.

3.19.1 The Contractor shall act at the Contractor's discretion to prevent threatened damage, injury, or loss in an emergency affecting safety of persons or property.

3.20 **CONDUCT:** The Contractor shall be fully responsible for the actions of their employees while they are at the job site. Contractor employees shall be fully qualified to perform skillfully all the work as required for this contract and shall conduct themselves in a courteous, professional manner at all times while on state property.

3.20.1 All Contractors shall conform to Senate Joint Resolution (SJR) 21 passed during the 2003 Legislative session which defines "Smoking in Public Buildings".

3.20.2 The Contractor's employees assigned to work under this contract are subject to the approval of OFM. OFM reserves the right to execute a background investigation of any employee of the Contractor.

3.20.3 The Contractor shall not employ or permit any employee considered unfit to remain on the worksite. Employees shall not be allowed to loiter on the premises either before or after their working hours.

3.20.4 OFM reserves the right to have any employee of the Contractor removed from the job site and replaced if they are not compliant with contractual requirements of Section 3.0.

3.21 **DRESS CODE:** The Contractor shall assure that all workers assigned to perform service and repairs on state property shall be dressed in an appropriate company uniform with the company name, and a photo ID in their possession.

3.22 **SUBCONTRACTORS:** No portion of the work shall be subcontracted without prior written (including e-mail) approval by Contract Administrator. In the event the Contractor desires to subcontract any part of the work specified herein, the Contractor shall furnish Contract Administrator, in a timely manner, the names, qualifications and experience of their proposed Subcontractor(s). The Contractor shall remain fully liable and responsible for the work performed by their Subcontractor(s) and shall assure compliance with all requirements of the contract. The Contractor shall be responsible for completely supervising and directing

the work under this contract and all Subcontractor(s) that they utilize, using their best skill and attention. Subcontractor(s) who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that they are fully responsible for the acts and omissions of their Subcontractor(s) and of persons employed by them as they are for the acts and omissions of their own employees.

3.23 **WARRANTY:** The Contractor shall guarantee all workmanship and materials for a period of one (1) year from the date of final acceptance. The Contractor shall correct defects at their expense within seventy-two (72) hours of notification. Final acceptance does not relieve the Contractor from responsibility for latent deficiencies.

3.23.1 At no additional cost to the State, the Contractor shall correct within seventy-two (72) hours work failing to conform to the requirements of the contract, whether observed before or after completion.

4.0 Inspection/Quality/Reporting Requirements

4.1 Contract Administrator shall be responsible for monitoring of the program to ensure for contract compliance.

4.2 The Contract Administrator and the Contractor shall perform a monthly joint inspection of the grounds to ensure work completion.

4.3 Contract Administrator shall accept all work as complete prior to payment being issued.

4.4 The Contractor shall be responsible for providing a monthly recapitulation report that shall include but not be limited to: daily operation, recommendations, approval of work, incidents, hazards, irrigation repairs, etc.

4.5 A new Attachment C shall be provided ninety (90) days prior to end of current contract period.

5.0 Terms & Conditions

5.1 The Contract period shall be from Date of Award through June 30, 2010 with option to renew annually for three (3) additional one (1) year periods.

5.3 INDEFINITE QUANTITY CONTRACT: This contract is for an indefinite quantity and the State may, or may not buy the quantity mentioned in this contract. Vendor must clear all shipments with agency prior to shipping any portion of this contract.

5.4 AVAILABILITY OF FUNDS: The State's obligation to pay the Contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the State for payment of any money shall arise unless funds are made available each fiscal year to DCS by the Legislature.

5.5 RELATIONSHIP OF PARTIES: It is clearly understood that the Contractor shall perform its duties hereunder as an independent Contractor and not as an employee of DCS. Neither the Contractor nor any agents or employees of the Contractor shall be or shall be deemed to be an agent or employee of the State.

5.6 ORAL AGREEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or contract. All modifications to the contract must be made in writing by Contracting & Acquisitions Administrator.

5.7 ESCALATION CLAUSE: Contract pricing may be escalated annually, for the next renewal period, by a percentage not to exceed the previously reported Consumer Price Index (CPI) increase published by the U.S. Department of Labor, Bureau of Labor Statistics, www.bls.gov
Navigation: Highlight "Inflation Prices"-Click "Consumer Price Index"-Scroll down to "Regional Resources" Map-Highlight and click "South Urban area"-Click "More Formatting Options"-Deselect "Original Data Value"-Select "12 Months Percent Change"-Click "Retrieve Data".
Print page from this search. This print out is to be included with Contractors escalation increase letter. Use the previous calendar year's annual percent change. Contractor must submit request for increase in writing on letterhead to OFM ninety (90) days prior to the end of the existing contract period.

5.8 In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transaction period extend more than ninety (90) days beyond the expiration date of the contract, or extension thereof.

5.9 REMEDIES FOR NON-PERFORMANCE: The Contracting & Acquisitions Administrator may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed to the State by the Contractor.

5.9.1 In the event the Contractor is unable to respond to the needs of DCS for any reason or fails to comply with any material contract requirements, the Contracting & Acquisitions Administrator may take steps to terminate the contract.

5.10 CANCELLATION: Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause.

5.11 This contract shall be in force until expiration date or until 30 days after notice has been given by the State of Oklahoma of its desire to terminate the contract. After the first 6 months, vendor may cancel with 30 days written notice.

5.12 AUDIT AND RECORDS CLAUSE: (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

5.13 VENUE: All Contracts with the State of Oklahoma are governed by the laws of Oklahoma. Venue for any action or claim shall be Oklahoma County, Oklahoma.

5.14 INSURANCE: Contractor is required to submit proof of general liability not less than $100,000/$300,000; property damage insurance of not less than $50,000/$100,000; automobile insurance and Worker's Compensation insurance.

5.15 BASIS OF AWARD: Contract will be awarded based on Base services (monthly rate), Equipment inventory (see 3.3.9) and ability to meet further sustainability requirements (see 3.3.10, 3.8 and 3.9), proof of all Applicator's (see 3.16) licenses, and proof of insurance (see 5.14).

6.0 Invoicing

6.1 Original invoices shall be submitted for services delivered and completed.
6.2 Invoices shall be addressed as follows:
Department of Central Services
Office of Facilities Management
P.O. Box 53187
Oklahoma City, OK 73152
6.3 All invoices shall include the following:
6.3.1 Purchase Order Number,
6.3.2 Complete remittance address,
6.3.3 Building where work was performed.
6.3.4 Date(s) work was performed.
6.4 Invoicing is due no later than 15 days from when the service was actually completed.
6.5 Labor for service shall be billed as time/hourly rate as bid, when applicable.
6.6 All items billed by the Contractor shall be subject to audit.
6.7 Payment terms shall be Net-30 days. DCS shall pay the Contractor within 30 days after receipt of a correct invoice for reasonable work attributable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later.

7.0 Project Location(s) & Contact(s)

7.1 The Tulsa Complex features two multilevel buildings; the J. Howard Edmondson Building and the Robert S. Kerr Building. The Complex is adjacent to the Tulsa Civic Center. Other area buildings include the U.S. Post Office and the Oklahoma Osteopathic Hospital. The Complex is located on ten acres within an urban redevelopment area. The site boundaries are shown on Attachment A and are at Third Street to the North, Houston Avenue to the East, Seventh Street on the South and Lawton Avenue on the West.
7.2 Additional DCS properties may be added throughout the contract period as per the prices listed on Attachment D.

8.0 Unit Prices

8.1 In addition to the lump sum base contract, a unit price list (Attachment D) shall be included that will allow OFM to purchase grounds maintenance and storm clean-up services at other properties for which OFM would be responsible for in the City of Tulsa or additional services not in the base contract at the Tulsa Complex delineated on Attachment A. The unit-priced work on Attachment D will only be purchased as needed and is separate from the base contract.

9.0 Supplemental Information

9.1 Attachment A - Site Boundaries

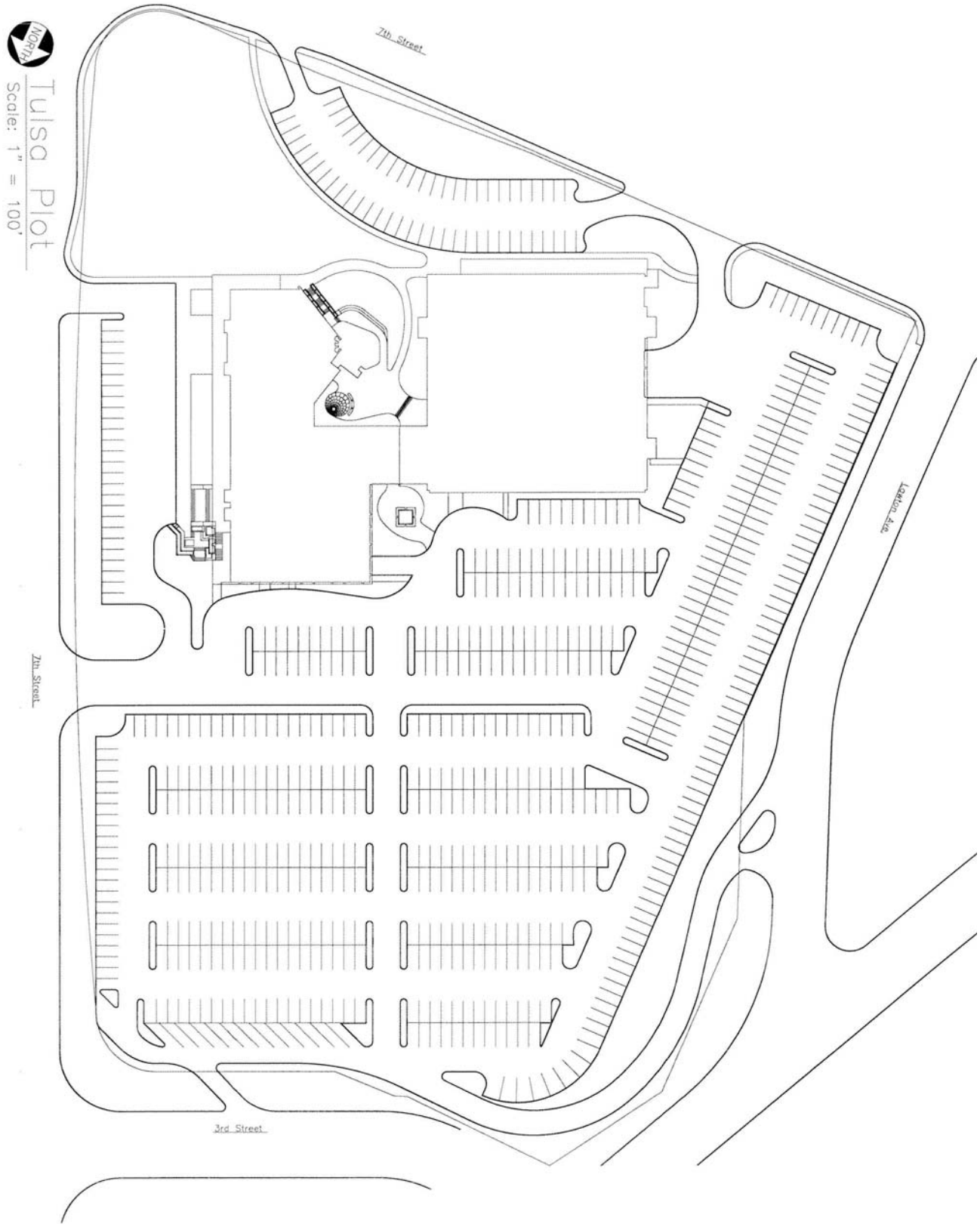
9.2 Attachment B - References: The Contractor shall supply a minimum of four (4) references of previous and current contracts with a minimum of one current contract on Attachment B. Failure to supply the required references shall result in bid being considered non-responsive.

9.3 Attachment C - Equipment Inventory

9.4 Attachment D - Unit Price List

9.5 A current copy of Proof of Insurance and Applicator's License through Department of Agriculture shall be included with Contractor's bid packet.

ATTACHMENT A - TULSA COMPLEX



ATTACHMENT B - REFERENCES

COMPANY NAME _____

ADDRESS_____

CONTACT PERSON_____TELEPHONE_____

COMMENTS_____

_____

_____

COMPANY NAME _____

ADDRESS_____

CONTACT PERSON_____TELEPHONE_____

COMMENTS_____

_____

_____

COMPANY NAME _____

ADDRESS_____

CONTACT PERSON_____TELEPHONE_____

COMMENTS_____

_____

_____

COMPANY NAME _____

ADDRESS_____

CONTACT PERSON_____TELEPHONE_____

COMMENTS_____

_____

_____

ATTACHMENT C - EQUIPMENT INVENTORY

The following is a list of powered equipment that will be utilized by the contractor to service this contract. A new Attachment C shall be provided ninety (90) days prior to end of current contract period.

Description	Location	Estimated Value

ATTACHMENT D - UNIT PRICE LIST

Please provide a price for each service in the appropriate space provided below.

SERVICE	ITEM 1	ITEM 2	ITEM 3
LAWN MAINTENANCE Section 3.4	Price per mowing 1000 sq. ft.: $_____	Price per mowing per acre: $_____	~
LAWN OVERSEEDING Section 3.5	Price per 1000 sq. ft.: $_____	Price per acre: $_____	~
TREE & SHRUB INSTALLATION Section 3.6	Price per 2" caliper deciduous tree: $_____	Price per 6' evergreen tree: $_____	Price per 5 gal. shrub, ornamental grass, or ground cover: $_____
OTHER PLANT INSTALLATION Section 3.6	Price per flat of Annuals in 4"X 18 count flat: $_____	Price per 100 bulbs or tubers: $_____	~
TREE ACCESSORIES Section 3.6	Tree Trunk Wrap Price per tree $_____	Tree Stakes Price per tree $_____	~
PRUNING TREES Section 3.7	Price per Small Tree: $_____	Price per Medium Tree: $_____	Price per Large Tree: $_____
PRUNING SHRUBS Section 3.7	Price per Small Shrub: $_____	Price per Medium Shrub: $_____	Price per Large Shrub: $_____
TREE REMOVALS Section 3.7	Price per Small Tree: $_____	Price per Medium Tree: $_____	Price per Large Tree: $_____
SHRUB REMOVALS Section 3.7	Price per Small Shrub: $_____	Price per Medium Shrub: $_____	Price per Large Shrub: $_____
TREE STUMP GRINDING Section 3.7.1	Price per Regular Stump: $_____	Price per Large Stump: $_____	~
ORNAMENTAL BEDS MAINTENANCE	Weed Beds (Section 3.4.8) Price per 500 sq. ft.: $_____	Hedge Shearing (Section 3.7.2) Price per 100 linear ft.: $_____	Deadhead Flowers (Section 3.7.4) Price per 500 sq. ft.: $_____
MULCHING Section 3.7.5 & 3.7.6	Price per mulched tree: $_____	Price per mulched shrub: $_____	Bulk Mulch per 100 sq. ft.: Rock $_____ Other $_____
FERTILIZER Section 3.8	Turf (Section 3.8.1) per 1000 sq. ft.: $_____	Trees, Shrubs, and other Plants (Section 3.8.2) per lb.: $_____	~

PESTICIDE APPLICATIONS Section 3.9	Turf (Section 3.9.1) per 1000 sq. ft.: $_____	Beds (Section 3.9.2) per 1000 sq. ft.: $_____	Rock and Mulch Beds (Section 3.9.3) per 1000 sq. ft.: $_____
	Hardscape (Section 3.9.4) per 1000 sq. ft.: $_____	Trees (Section 3.9.5) per Tree: $_____	Shrubs (Section 3.9.5) per Shrub: $_____
IRRIGATION REPAIR Section 3.10	Hourly rate for Technician: $_____	Hourly rate for Helper: $_____	Mark-up on parts: $_____
TRASH REMOVAL Section 3.11	Price per clean-up per 1000 sq. ft.: $_____	Price per clean-up per acre: $_____	Haul, empty, & dump Price per 30 gallon trash receptacle: $_____
SNOW/ICE REMOVAL SERVICES Section 3.12	De-icing Agent Parking Lot per 1000 sq. ft.: $_____	De-icing Agent Sidewalks per 1000 lin. ft.: $_____	De-icing Agent Building Entrances per 1000 sq. ft.: $_____
	Parking Lot Snow Removal with power snow removal equipment Price per hour: $_____	Sidewalks Snow Removal Price per hour: $_____	Building Entrances Snow Removal Price per hour: $_____
TREE MOVING	Price per hr. (60" Spade): $_____	Price per hr. (90" Spade): $_____	~
SOD INSTALLATION	Price per 100 sq. ft.: $_____	Price per 1000 sq. ft. $_____	~
BRUSH HOGGING WITH TRACTOR-DRAWN CUTTING IMPLEMENT	Price per 1000 sq. ft.: $_____	Price per acre: $_____	~
SOIL SERVICES	Price per cubic yd. to remove, haul, and dump soil or sub-soil: $_____	Price per cubic yd. to haul, dump, and spread top soil: $_____	~
ORNAMENTAL BED SERVICE	Price per linear foot to install Heavy duty plastic border: $_____	Price per linear foot to install Aluminum border: $_____	Price per linear foot to install Steel border: $_____
HIGH PRESSURE POWER WASHING OF SURFACES	Price per 1000 sq. ft.: $_____	~	~