

Tulsa Airports Improvement Trust (TAIT)

Invitation for Sealed Bids

Airline Terminal Building  
Suite A-211

7777 Airport Drive  
Tulsa, Oklahoma, 74115

Bid No:

Bid Title:

Date Advertised:

Bid also posted at [www.flytulsa.com](http://www.flytulsa.com)

**Tulsa Airports**  
Improvement Trust



**Irrevocable Offer Period.** Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the Tulsa Airports Improvement Trust's close of business on the Bid Submission Date until  days after the Bid Opening Date.

**Table of Contents**

NOTICE OF INVITATION TO BID ..... 3  
BIDDER’S CHECKLIST ..... 5  
BID SUBMISSION OVERVIEW ..... 6  
FORM NO. 1 – BIDDER INFORMATION SHEET ..... 7  
FORM No. 2 – PURCHASE AGREEMENT ..... 8  
FORM No. 3 – INTEREST AFFIDAVIT ..... 15  
FORM No. 4 – NON-COLLUSION AFFIDAVIT ..... 16  
FORM No. 5 – AFFIDAVIT OF CLAIMANT ..... 17  
FORM No. 6 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS ..... 18  
FORM No. 7 – FORM OF BID BOND ..... 19  
FORM No. 8 – FORM OF PERFORMANCE BOND ..... 20  
INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS ..... 22  
SPECIAL REQUIREMENTS ..... 30

**Exhibits and Other Attachments**

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**NOTICE OF INVITATION TO BID**

**NOTICE is hereby given that the TULSA AIRPORTS IMPROVEMENT TRUST will receive sealed Bids for the following:**

**Bid No.:**  
**Bid Title:**

Interested parties are invited to submit a Bid to supply the Goods and/or Services specified above. **ALL BID OPENINGS ARE PUBLIC.**

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**IMPORTANT BIDDING DATES**

**PRE-BID CONFERENCE:**

Attendance Required:    **Yes**                      **No**

**Time:**

**Conf. Room:**

**DEADLINE TO SUBMIT BIDS:**

**Time:**

**BID OPENING:**

**Time:**

**Conf. Room:**

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Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the above stated date and time will not be accepted and will be returned to the Bidder unopened.

TAIT requires two complete Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". Consult the Instructions of the Bid Packet for additional requirements.

**Project Buyer:**

**Phone Number:**

**Email:**

**Bids shall be delivered to:**

Tulsa Airports Improvement  
Trust Airports Terminal Building  
7777 Airport Drive, Suite A211  
Tulsa Oklahoma 74115

**Electronic Copy also required:  
provide flash drive or CD/DVD with Bid**

**References**

References are **required:**    **Yes:**                      **No:**

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of its relationship to Bidder. Please use to References Form provided.

**Bonding.**

A. **Bid Bond.** A Bid Bond is required:

Yes:  No:  If yes, amount required (expressed in \$ or %)

B. **Performance Bond.** A Performance Bond is required:

Yes:  No:  If yes, amount required (expressed in \$ or %)

**NOTE:** See No. 18, **REQUIREMENTS OF PURCHASE AGREEMENT BONDS** in the Instructions Section for specific details. Bonds which substantially comply with the form of bonds included in this Bid Packet may be accepted.

**Insurance.**

The following insurance is required. **NOTE:** See THE **SPECIAL REQUIREMENTS** Section of this Bid Packet for specific details regarding insurance.

**LANDSIDE PROJECT**

**Commercial General Liability.** \$1 Million Per Occurrence/\$1 Million Aggregate, including Premises Liability; Products, and Completed Operations; Blanket Contractual (including Provisions for Contractor's Obligations); Personal and Advertising Injury.

**Auto Liability** (including all owned, hired and non-owned automobiles). \$1 Million Combined Single Limit.

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**AIRFIELD PROJECT**

**Commercial General Liability.** \$5 Million Per Occurrence/\$5 Million Aggregate including Premises Liability; Products, and Completed Operations; Blanket Contractual (including Provisions for Contractor's obligations); Personal and Advertising Injury.

**Auto Liability** (including all owned, hired and non-owned automobiles). \$5 Million Combined Single Limit.

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**TERMINAL APRON PROJECT**

**Commercial General Liability.** \$10 Million Per Occurrence/\$10 Million Aggregate, including Premises Liability; Products, and Completed Operations; Blanket Contractual (including Provisions for Contractor's Obligations); Personal and Advertising Injury.

**Auto Liability** (including all owned, hired and non-owned automobiles). \$10 Million Combined Single Limit.



## **BIDDER'S CHECKLIST**

This checklist should be used by the Bidder to ensure the Bid Packet and all forms have been completed per the instructions prior to submission of Bid.

### **Notice of Invitation to Bid**

### **Bidder's Checklist**

### **Table of Contents**

### **Bid Submission Overview**

Form No. 1: **Bidder Information Sheet**

Form No. 2: **Purchase Agreement**

Form No. 3: **Interest Affidavit**

Form No. 4: **Non-Collusion Affidavit**

Form No. 5: **Affidavit of Claimant**

Form No. 6: **Acknowledgment of Receipt of Addenda/Amendments**

Form No. 7: **Form of Bid Bond**

Form No. 8: **Form of Performance Bond**

### **Instructions, Terms, and Conditions for Bidders**

### **Special Requirements**

## **BID SUBMISSION OVERVIEW**

1. **Questions.** If the Bidder has any questions or needs additional information regarding this Bid, please contact the Project Buyer listed on the Notice to Bidders page via email. Any questions **must** reference the IFB Number in the subject line of the email.

2. **Bidders Notice of Intent to Submit a Bid.** Email the Project Buyer of Bidder's intent to Bid. Include the IFB number in the subject line. Bidder will receive an email response verifying Bidder's Notice of Intent email was received. The same procedure should be followed to request clarification of any item in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents Bidder from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than seven (7) days prior to the Bid Submission due date.

3. **Issuance of Addenda.** Bidder is responsible for keeping abreast of the issuance of any Addenda. If the Bidder obtained this IFB through the website ([www.flytulsa.com](http://www.flytulsa.com)), Bidder should contact the Project Buyer to receive any addenda to the IFB. In the alternative, Bidder should also monitor the website for any addenda.

4. **Pre-Bid Conference.** If a Pre-Bid Conference is specified, the Bidder **must attend** in person, or in very limited circumstances, may participate via teleconference, at the Project Buyer's discretion.

5. **Bid Submission.** Bidder must consult the Instructions included with this Bid. Failure to submit a fully completed Bid may result in a rejection as non-responsive. Frequently missed requirements:

a. Write the Bid Number, Bid Description, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. **BIDDER MUST RETURN THE COMPLETE BID PACKET WITH THE BID.**

b. The Purchase Agreement (Form No. 2) must be signed by the person required by the Instructions, Terms, and Conditions for Bidders, paragraph 4. **FAILURE TO SUBMIT WITH THE AUTHORIZED SIGNATURE MAY RESULT IN REJECTION OF THE BID AS NONRESPONSIVE.**

c. All Affidavits must be signed by an authorized person and notarized.

d. If Bid Bonds or Performance Bonds are required the amounts and specifications are listed in the Instructions, Terms and Conditions for Bidders section of this Bid Packet.

e. Insurance. Substantial compliance with the Insurance Requirements specified in the Special Provisions section of this Bid Packet is required.

**FORM NO. 1 – BIDDER INFORMATION SHEET**

**Bidder's Exact Legal Name:**

(Also include DBA)

**State in which the company is organized:**

**Bidder's Address (MUST HAVE A "FedEx" ADDRESS):**

Street

P.O. Box

City

State

Zip

**Bidder's Website Address:**

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**Project Manager**

Same address as above?

Name  
Address Street  
City  
State Zip  
Phone  
Email  
Fax

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**Legal Contact**

Same address as above?

Name  
Address Street  
City  
State Zip  
Phone  
Email  
Fax

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**FORM No. 2 – PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT** is between the TULSA AIRPORTS IMPROVEMENT TRUST, 7777 Airport Drive Suite A211, Tulsa, Oklahoma, 74158 (TAIT) and:

(Company name – **Must** be the **exact** legal name as shown in organizational documents (i.e., not a DBA) (the “Seller”).

**WITNESSETH:**

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

**Bid No.**  
**Bid Title**

(the “Goods and/or Services”); and

WHEREAS, Seller desires to provide such Goods and/or Services to TAIT, and acknowledges that this document constitutes Seller’s offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by TAIT’s Chair, this document will become the Purchase Agreement for such Goods and/or Services.

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

1. **Documents Comprising the Agreement.** The documents comprising this agreement include the entire Bid Packet, any Exhibits, Addenda, and this Purchase Agreement. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
2. **Purchase and Sale.** Seller agrees to sell TAIT the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A Bid Sheet hereto. TAIT agrees to pay Seller the price as set forth in Exhibit A Bid Sheet based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the TAIT, (ii) the TAIT’s Acceptance thereof, and (iii) Seller’s submission and TAIT’s approval of a verified claim for the amount due. TAIT shall not pay any late charges or fees.
3. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement

constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until TAIT's Chair executes this Agreement accepting Seller's Bid. No officer, employee or agent except the Chair or Vice Chair of TAIT has the authority to award contracts or legally obligate TAIT to any contract. Seller shall not provide any Goods and/or Services to TAIT pursuant to this Agreement before this Agreement is executed by TAIT. If Seller provides any Goods and/or Services to TAIT pursuant to this Agreement before this Agreement is executed by TAIT and the City, such Goods and/or Services are provided at Seller's risk and TAIT shall have no obligation to pay for any such Goods and/or Services.

4. **Term.** The term of this Agreement shall be effective commencing on the date of issuance of Notice to Proceed and terminating one year from that date. TAIT in its sole discretion may offer Seller an opportunity to renew this Agreement for [REDACTED] additional year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by TAIT of the Goods and/or Services set forth in this Agreement is subject to TAIT's needs and to TAIT's annual appropriation of sufficient funds in TAIT's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Goods and/or Services are purchased. In the event TAIT does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by TAIT.
5. **Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Special Requirements for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by TAIT, whichever is later, or as **specified in the Special Requirements**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** TAIT shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by TAIT to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by TAIT, then TAIT at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.
7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by TAIT.
8. **No Indemnification by TAIT.** Seller understands and acknowledges that TAIT is a public trust, the beneficiary of which is the City of Tulsa, a municipal corporation. Accordingly, and pursuant to Oklahoma law, TAIT **shall not** indemnify nor hold Seller harmless for loss,

damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to TAIT for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. TAIT reserves the right to pursue all legal and equitable remedies to which it may be entitled.

9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless TAIT, the Tulsa Airport Authority, the City of Tulsa and its officers, employees, councilors, trustees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by TAIT.** If TAIT is leasing Goods herein, TAIT shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. Subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that TAIT is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with TAIT's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if TAIT accepts Seller's Bid and awards a Purchase Agreement to Seller based on such Bid, TAIT shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by TAIT in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance.
14. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, or excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by TAIT as part of Seller's Bid price when awarding the Bid.
15. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by TAIT or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records

begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

16. **Notice.** All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other under this Agreement, shall be made pursuant to the form, method, and receipt provisions below:

(a) **Form of Notice.** All notices, requests, claims, demands and other communications regarding any Terms or Conditions under this Agreement shall be in writing.

(b) **Method of Notice.** All notices shall be given:

- i. by delivery in person; or
- ii. by a nationally recognized next day courier service; or
- iii. by first class, registered or certified mail, postage prepaid; or
- iv. by facsimile; or,
- v. by electronic mail,

to the address of the party specified below:

**if to TAIT or the Authority:**

**and if to Seller:**

Tulsa Airports Improvement Trust  
Attention: Airports CEO  
7777 Airport Drive, Suite A211  
Tulsa, Oklahoma 74115  
notice@tulsaairports.com  
Fax: 918-838-5199

Attn:  
Address:  
City/State/Zip:  
Email:  
Fax:

or such other address as either party may specify in writing pursuant to the Notice provisions contained in this section.

c) **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first. Notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of electronic mail, only if followed by transmittal by hand or a national overnight courier for delivery on the next Business Day), (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery).

17. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for TAIT under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of TAIT for any purpose whatsoever, and none shall

be eligible to participate in any benefit program provided by the City of Tulsa, Tulsa Airport Authority, or TAIT for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

18. **Third Parties.** This Agreement is between TAIT and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
19. **Time of Essence.** TAIT and Seller agree that time is deemed to be of the essence with respect to this Agreement.
20. **Binding Effect.** This Agreement shall be binding upon TAIT and Seller and their respective successors, heirs, legal representatives and permitted assigns.
21. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
22. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
23. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. TAIT does not and will not agree to binding arbitration of any disputes.
24. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
25. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms,



revisions or modifications have been reduced to writing and signed by TAIT and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without TAIT's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

26. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

27. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:

27.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;

27.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;

27.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

27.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and

27.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.

28. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement; that s/he has read and understands the terms of this Agreement; and that Seller agrees to be bound by this Agreement and its incorporated documents.

**[SIGNATURES ON FOLLOWING PAGE]**

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

ATTEST/WITNESS:

\_\_\_\_\_

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

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

APPROVED:

**TULSA AIRPORTS IMPROVEMENT TRUST**

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

\_\_\_\_\_  
Alexis Higgins, AAE  
Airports CEO

Chairman

**FORM No. 3 – INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the Tulsa Airports Improvement Trust, Tulsa Airport Authority and/or the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the Tulsa Airports Improvement Trust, Tulsa Airport Authority and/or the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect (if none, enter NONE):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Title:

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

\_\_\_\_\_  
Notary Public

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

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

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



**FORM No. 5 – AFFIDAVIT OF CLAIMANT**

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

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with Tulsa Airports Improvement Trust will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or Purchase Agreement furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, Tulsa Airport Authority, Tulsa Airports Improvement Trust, or of any other public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the Purchase Agreement or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

**Remit to:**

**Attn:**

**Address:**

**City:**

**State/Zip:**

**Signature:** \_\_\_\_\_

**For:**

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

\_\_\_\_\_  
Notary Public

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

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

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

**FORM No. 6 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting Purchase Agreement.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

For:

\_\_\_\_\_  
Signature

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

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

**FORM No. 7 – FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, authorized to do surety business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa Airports Improvement Trust, Tulsa, Oklahoma, as Obligee in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) lawful money of the United States of America for the payment of which sum, well and truly to be made, said Principal and Surety bind themselves, their heirs, personal representative, successors and assigns, jointly and severally by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF THE OBLIGEE**, the Tulsa Airports Improvement Trust, shall make any award to the Principal of a contract for Bid \_\_\_\_\_ Description \_\_\_\_\_ (PROJECT) according to the terms of the proposal for bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bonds, or other security assurances, for the faithful performance thereof and payment of all costs in connection therewith, with surety or sureties approved by the Obligee; or if the Principal shall in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, but not exceeding the penalty of this Bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have executed this Bid Bond this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal**

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

Address  
City  
State  
Telephone

**Surety**

By \_\_\_\_\_  
Attorney-in-fact

Address  
City  
State  
Telephone

CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND

**FORM No. 8 – FORM OF PERFORMANCE BOND**

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

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa Airports Improvement Trust in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, personal representatives, trustees, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written contract with the Tulsa Airports Improvement Trust, dated \_\_\_\_\_ for the \_\_\_\_\_ (the "Contract"), all in compliance with the Contract, Contract Documents, and the plans and specifications therefor, made a part of said Contract and on file in the office of the TULSA AIRPORTS IMPROVEMENT TRUST.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract, the contract documents, and said plans and specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, supplies, materials, and/or repairs and all bills for and labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said Tulsa Airports Improvement Trust, its Trustees, officers, agents and representatives from all loss, damages, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its, subcontractors or its or their agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness, or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, employees, or subcontractors or their servants, agents or employees and if said Principal shall protect and save Tulsa Airports Improvement Trust, its Trustees, officers, agents and representatives harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, of the plans, specifications, drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.



IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

IN WITNESS WHEREOF, we have executed this Bid Bond this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal**

ATTEST:

\_\_\_\_\_  
Secretary

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

President

Address  
City  
State  
Telephone

**Surety**

By \_\_\_\_\_

Attorney-in-fact

Address  
City  
State  
Telephone

**CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND**

## **INSTRUCTIONS, TERMS, AND CONDITIONS FOR BIDDERS**

1. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.

**ACCEPTANCE.** With respect to a Bid, Acceptance shall mean TAIT's selection of a Bid, and subsequently awarded and approved by the TAIT Board, of a Purchase Agreement to the Bidder/Seller.

**ACCEPTANCE.** With respect to delivery of Goods and/or Services provided under a Purchase Agreement, Acceptance shall mean TAIT's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.

**ADDENDA, ADDENDUM, or AMENDMENTS(S)** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by TAIT which shall become a part of the agreement between the parties.

**ADVERTISEMENT.** A public announcement, as required by local law, inviting bids for Work to be performed and Materials to be furnished.

**AIR OPERATIONS AREA.** For the purpose of these Specifications, the term Air Operations Area shall mean any area of the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated Runway, Taxiway, or apron.

**AIRPORT** means Tulsa International Airport (TUL) or R.L. Jones, Jr. Riverside Airport (RVS) in Tulsa, Oklahoma.

**AUTHORIZED AGENT** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing

the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.

**AWARD.** The acceptance, by the Owner, of the successful Bidder's Proposal.

**BID** means the Seller's offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.

**BIDDER.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a Proposal for the Work contemplated.

**BID BOND.** The security assurance furnished with the bid to guarantee that the Bidder will enter into the Purchase Agreement if the Bidder's bid is accepted.

**BID SUBMISSION DATE** shall mean the last date by which TAIT will accept Bids for an Invitation For Bid.

**CITY.** The City of Tulsa, Oklahoma, a municipal corporation, which shall include the Tulsa Airport Authority ("Authority"), a charter agency thereof.

**CONTRACT ITEM (PAY ITEM).** A specific unit of Work for which a price is provided in the Purchase Agreement.

**CONTRACTOR.** The individual, partnership, firm, corporation or limited liability company primarily liable for the acceptable performance of the Work contracted and for the payment of all legal debts pertaining to the Work who acts directly or through lawful agents or employees to complete the Work.

**MATERIALS.** Any substance specified for use in the performance of the Work.

**PERFORMANCE BOND.** The approved form of security furnished by the Contractor and his/her Surety, if appropriate, as a guaranty that the Contractor will complete the Work in accordance with the terms of the Purchase Agreement.

**PROJECT BUYER** shall mean TAIT'S employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing Purchase Agreements herein, and the Airport employee responsible for administering the project on behalf of the Airport.

**PURCHASE AGREEMENT.** The written agreement covering the Work to be performed. The Awarded Purchase Agreement shall include, but is not limited to: The Advertisement; The Purchase Agreement Form; The Proposal; The Performance Bond, if applicable; any required insurance certificates; The Technical Specifications; and any addenda issued to Bidders.

**SELLER** shall mean the Bidder whose Bid TAIT selected and awarded a Purchase Agreement.

**SIDA.** The Security Identification Display Areas (“SIDA”) means that area or areas of the Airport in which a security badge shall be displayed at all times on the outermost garment of clothing.

**SUBCONTRACTORS.** Those persons or entities having a direct contract with the Contractor to perform any Work or supply any Materials or Equipment required for the Work.

**SUPPLEMENTAL AGREEMENT.** A written agreement between the Contractor and the Owner covering (1) Work that would increase or decrease the total amount of the Awarded Purchase Agreement, or any Major Contract Item, by more than 25 percent, such increased or decreased Work being within the scope of the originally Awarded Purchase Agreement; or (2) Work that is not within the scope of the originally Awarded Purchase Agreement.

**TAIT.** The Tulsa Airports Improvement Trust, a public trust organized and existing pursuant to the laws of the State of Oklahoma, the beneficiary of which is the City of Tulsa. Sometimes referred to herein as “Owner” or “Sponsor” and authorized to operate and manage the airports.

**\*END OF DEFINITIONS SECTION\***

2. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, or email) to the Project Buyer. Bidder should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. At TAIT's discretion, any information or clarification made to Bidder may be communicated to other Bidders that notified TAIT of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. Bidder must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other staff or the Bid may be disqualified, any Purchase Agreement recommendation or Acceptance may be rescinded, or any Purchase Agreement may be terminated and delivered Goods returned at Bidder's expense and TAIT refunded any payments made.
3. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any resulting Purchase Agreement. All modifications, addenda or amendments must be made in writing by TAIT's Project Buyer, or its consultant hired to assist in this Project.
4. **EXAMINATION BY BIDDERS.** Bidder must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at Bidder's own risk.
5. **ADDENDA TO INVITATIONS FOR BID.** TAIT may issue one or more addenda to the Invitation For Bid at any time before the Bid Submission Date, and any such addenda shall become a part of this Agreement. TAIT will attempt to send a notification (by email) of any addenda to those Bidders who have responded to TAIT's Project Buyer of their intent to respond to the Invitation For Bid. However, it is the Bidder's responsibility to inquire about any addenda, which will be available from TAIT's Project Buyer and its website. Bidder must acknowledge receipt of any addenda (Form No. 6) by signing the Acknowledgment of Receipt of Addenda form and attaching it to this Invitation For Bid the Bid. TAIT may reject any Bid that fails to acknowledge any addenda.
6. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, TAIT's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict Bidder to that brand or model, etc. TAIT may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, Bidder is required to furnish the exact item described in the Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent Purchase Agreements are performed. Therefore, TAIT may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to TAIT. In the case of existing Purchase Agreements, Bidder shall give TAIT 30 days advance notice in writing of any such proposed changes or substitutions. TAIT shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.

- 7. INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES.** An estimate of quantities of Work to be done and Materials to be furnished under these Specifications is given in the Proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of Proposals and the Award of the Purchase Agreement. TAIT does not expressly or by implication agree that the actual quantities involved will correspond exactly with the estimates; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the Work. Payment to the Contractor will be paid only for the actual quantities of Work performed or Materials furnished in accordance with the Plans and Specifications. It is understood that the quantities may be increased or decreased as the Project Buyer sees fit to accomplish the Work without in any way invalidating the unit bid prices.
- 8. PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, Bidder guarantees unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by Bidder to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified; however, offered discounts for prompt payment will be taken if payment is made within the discount period. With respect to some Invitations for Bid, TAIT may request price adjustment Bids for renewal periods. If price adjustments Bids are requested the specifics of that request will be set forth on the Bid
- 9. DELIVERY.** All prices quoted shall be based on delivery F.O.B. Destination, or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
- 10. TAXES.** TAIT is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices. TAIT's exempt status does not pass through to Bidder's Purchase Agreement. Bidder is responsible for determination of any tax liability incurred.
- 11. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.** The Bidder is expected to carefully examine the site of the proposed Work, the Proposal, Plans, Specifications, and Purchase Agreement forms. Bidder shall satisfy himself as to the character, quality, and quantities of Work to be performed, Materials to be furnished, and as to the requirements of the proposed Purchase Agreement. The submission of a Bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the proposed Purchase Agreement and Specifications.
- 12. BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and when properly executed by an Authorized Agent, the signature is prima facie evidence that it was executed with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date").

A Bid is an irrevocable offer and when accepted by TAIT (as evidenced by TAIT's execution of the Purchase Agreement) shall constitute a firm Purchase Agreement.

- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. BIDDER MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
  - B. Sealed Bids may be either mailed or delivered, but must be received at:**
    - Tulsa Airports Improvement Trust 7777
    - Airport Drive, Suite A211
    - Tulsa, Oklahoma 74115
  - C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for TAIT holidays. TAIT is not responsible for the failure of Bids to be received at the TAIT Office prior to the due date and time.**
  - D. Late Bids will be rejected.** Notwithstanding, in TAIT's sole discretion, exceptions made for the following reasons:
    - 1. TAIT is closed for business for part or all of the day on the date the response was due;
    - 2. If TAIT deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
    - 3. If documented weather conditions caused the late delivery. Bidder must provide documentation of such weather to the satisfaction of TAIT.
    - 4. TAIT may waive any formalities or minor irregularities in the best interest of competition and/or in the best interest of TAIT.
  - E. TAIT will not accept faxed Bids**
  - F. TAIT is not responsible for any of Bidder's costs in preparing the Bid response, attending a pre-Bid conference, or any other costs Bidder incurs, regardless of whether the Bid is submitted, accepted or rejected.**
  - G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Bidder's name and address must also be clearly indicated on the envelope.**
  - H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.**
  - I. The number of copies Bidder must submit is listed on the Notice of Invitation to Bid page in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for TAIT's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.**
  - J. Multiple boxes or envelopes are permissible Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.****
  - K. The original and all copies (either paper or electronic) must be identical in all respects. Any corrections to the Bids must be initialed in ink.**
13. **DISQUALIFICATION OF BIDDERS.** A Bidder shall be considered disqualified for any of the following reasons:

a. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future Work of TAIT until any such participating Bidder has been reinstated by TAIT as a qualified Bidder.

b. If the Bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF BID FORMS of this section.

c. TAIT reserves the right to disqualify a Bidder if a determination is made after examination of bids indicating that the Bidder is not properly qualified as required by law, regulations or other bidding documents.

d. No Purchase Agreement will be awarded to any person or persons, firm, partnership, company or corporation that is in arrears to TAIT, the Tulsa Airport Authority ("Authority"), and/or the City of Tulsa ("City") upon any debt of contract, or in default as surety or otherwise, upon any obligation to TAIT, Authority and/or City.

**14. BID REJECTION OR WITHDRAWAL.**

- A. TAIT may reject any or all Bids, in whole or in part.
- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to TAIT.**
- C. A Bid may be rejected if Bidder is currently in default to City or TAIT on any other contract or has an outstanding indebtedness of any kind to City or TAIT.
- D. A Bid may be rejected if Contractor has been deemed to be default under previous contracts with TAIT.
- E. A Bid may be rejected if Contractor has performed Unsatisfactory Work on previous contracts with TAIT.
- F. TAIT has the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- G. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Airport Authority offices before the City's close of business on the Bid Submission Date.

**15. PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by TAIT to be in the best interests of TAIT, TAIT, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by TAIT and Bidder/Seller.

**16. PURCHASE AGREEMENT AWARD.** If a Purchase Agreement is awarded, it will be awarded to the Bidder that TAIT determines is the lowest responsible Bidder meeting specifications. Such Bid analysis may consider price and other factors, such as Bidder qualifications and financial ability to perform the Purchase Agreement, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with TAIT, and guarantees of materials and equipment, as specified in the Bid documents. Unless otherwise noted, TAIT



reserves the right to award a Purchase Agreement by item, one or more groups of items, or all the items in the Bid, whichever is in TAIT's best interest.

17. **CANCELLATION OF AWARD.** TAIT reserves the right to cancel the Award without liability to the Bidder, except return of Proposal Guaranty, at any time before a Purchase Agreement has been fully executed by all parties and is approved by TAIT in accordance with the subsection titled APPROVAL OF PURCHASE AGREEMENT.
18. **REQUIREMENTS OF PURCHASE AGREEMENT BONDS.** At the time of the execution of the Purchase Agreement, if required by the specifications, the successful Bidder shall furnish TAIT a surety bond or bonds that have been fully executed by the Bidder and the Surety guaranteeing the performance of the Work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the Work. The Surety and the form of the bond or bonds shall be acceptable to TAIT. Unless otherwise specified in the specifications, the surety bond or bonds shall be in a sum equal to the full amount of the Purchase Agreement.

Oklahoma Statutes, Title 61 §107 and §113 provide that irrevocable letters of credit may be utilized by Contractors on public improvement projects in lieu of bonds. Under the relevant sections of the statute, a Contractor shall provide the following:

- (a) Bid Bond, certified check, cashier's check, or irrevocable letter of credit – Okla. Stat. tit. 61 §107;
  - (b) Payment (statutory) bond or irrevocable letter of credit – Okla. Stat. tit. 61 §113(B)(1);
  - (c) Performance Bond or irrevocable letter of credit – Okla. Stat. tit. 61 §113(B)(2)
19. **IRS FORM W-9.** If TAIT selects Bid and awards a Purchase Agreement to Bidder, Bidder will have ten (10) days from notification of the award to provide TAIT with Bidder's complete IRS Form W-9.
20. **NOTICE TO PROCEED.** If TAIT accepts Bidder's Bid and: a) executes the Purchase Agreement, Bidder shall not commence work until authorized to do so by the Project Buyer; or b) if TAIT issues a Purchase Order, it is Notice to Proceed unless otherwise specified..
21. **PAYMENTS.** Invoices should be mailed to:
- Tulsa Airports Improvement Trust  
P.O. Box 581838  
Tulsa, Oklahoma 74158

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

**SPECIAL REQUIREMENTS**

- 1. IRREVOCABLE OFFER PERIOD.** Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the Tulsa Airports Improvement Trust's close of business on the Bid Submission Date until [REDACTED] days after the Bid Opening Date.
- 2. INSURANCE AND INDEMNIFICATION.** Before the execution of the Purchase Agreement, the Contractor shall obtain all insurance required under this section as specified in the Project Specifications. The Contractor shall not allow any Subcontractor to commence Work until the Subcontractor has also obtained insurance applicable to his Work, including Workers' Compensation and Employer's Liability coverage, which is acceptable to the Contractor. The Contractor shall maintain insurance throughout the life of this Purchase Agreement including the guarantee and maintenance periods.

The Contractor, its principals, partners, employees, agents, representatives, successors or assigns, hereby agree to protect, defend, save harmless and indemnify Owner, the Tulsa Airports Improvement Trust, Tulsa Airport Authority, the City of Tulsa, their Trustees, Councilors, officers, employees and authorized representatives or their successors against any loss, cost, damage, suits, expense, judgment or liability of any kind whatsoever, from or by reason of or on account of, as a result of Work or activities of any nature whatsoever arising directly or indirectly under this Purchase Agreement, including any claims for injury to person or property or death to the party or to employees of the Contractor, the Subcontractors or its principals or of TAIT, the Tulsa Airport Authority or the City of Tulsa.

The Contractor shall purchase and maintain in full force during the life of this Purchase Agreement, Commercial General Liability insurance as shall protect TAIT and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from any operations under the Purchase Agreement, whether such operations be those of the Contractor, a Subcontractor or anyone directly or indirectly employed by either of them. Commercial General Liability insurance shall meet the requirements set forth below:

All required coverage, underwritten on an occurrence basis, must be provided by an insurance company authorized to do business in the State of Oklahoma with an AM Best rating of A-VII or better. Contractor may use an excess policy or umbrella to reach required limits. Tulsa Airports Improvement Trust, Tulsa Airport Authority and the City of Tulsa, their trustees, councilors, officers and employees shall be named as additional insureds on all policies except Workers' Compensation and Employer's liability coverage. Certificate(s) of insurance, on a form satisfactory to TAIT, shall be completed and submitted with the Purchase Agreement to be approved by TAIT.

The Contractor shall also purchase and maintain during the life of this Purchase Agreement, Worker's Compensation insurance as required by law for all employees who will Work on this Project and Employer's Liability with a minimum of \$100,000 per accident; \$100,000 for disease any one employee; and \$500,000 for disease any one occurrence. If any Work is provided by Subcontractors, the Contractor shall require each Subcontractor to provide similar Workers' Compensation and Employer's Liability insurance coverage.

Contractor's insurance policies shall contain a Waiver of Subrogation in favor of TAIT, the Tulsa Airport Authority and the City of Tulsa. Each certificate of insurance required hereunder SHALL state that **TAIT will be notified in writing of any alteration, modification, cancellation, non-renewal or expiration of the insurance policy not less than thirty (30) days prior to the effective date thereof, except ten (10) days' notice for non-payment of premium.** The Contractor shall obtain similar or greater insurance prior to the expiration or termination of any existing insurance contract.

The insurance described herein is intended to fully protect TAIT, the Tulsa Airport Authority, the City of Tulsa, their trustees, councilors, officers, servants, employees and authorized representatives or their successors, the Contractor and Subcontractors from any loss whatsoever arising from Contractor's operations. The Contractor and the company issuing such insurance shall prosecute and defend all court actions at no expense to the Owner or to other named insureds.

3. **LIENS.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of the City of Tulsa or TAIT. Bidder shall deliver all goods to TAIT free and clear of liens. Delivery by Seller to TAIT of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by TAIT as a result of the existence of such liens shall be paid to TAIT by Seller. At TAIT's option, TAIT may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse TAIT for any payments made for such goods.
4. **DISPOSAL OF MATERIALS AND SUPPLIES.** Contractor shall be responsible for the proper disposal of all Materials, supplies, debris, trash, etc., created as a result of the Contractor's Services. Contractor shall comply with all applicable laws, rules and regulations in force at the time of disposal. All disposals of Materials and supplies shall be pre-approved and are at the discretion of the Project Buyer.
5. **BID PROTEST PROCEDURE.** Bid protest procedures are set out on our website on the Business Opportunities page of our website at [www.flytulsa.com](http://www.flytulsa.com). Failure to follow the procurement protest procedure set out in TAIT's policies constitutes a waiver of your protest and resulting claims.

# **TULSA AIRPORTS IMPROVEMENT TRUST (TAIT)**

## **MOWING AND LANDSCAPE MAINTENANCE**

### **TECHNICAL SPECIFICATIONS**

It is the intent of this bid to secure, on a competitive basis, a source(s) for furnishing all supervision, skilled labor, materials, tools, equipment, chemicals, supplies, sprayers, trucks, transportation, insurances, and required licenses in the performance of all operations to provide complete Mowing and Landscape Maintenance for TAIT.

The Contractor shall agree to perform Mowing and Landscape Maintenance services as indicated within these specifications during the growing season which is approximately March through November.

TAIT reserves the right to change service cycles and growing season months, as well as to add and/or remove acreages from the specified locations and to add/or remove type(s) of services by giving the Contractor a five-day written notice of intent. Payment for such specified locations shall be computed based on the "Unit Cost per Acre" and the measurements of the locations.

There is no guaranteed amount of work to be performed; this will be dependent on need and funds available. TAIT reserves the right to perform Mowing and Landscape Maintenance from time to time, in whole or in part, utilizing TAIT staff at the Airports Representative's discretion.

TAIT reserves the right to terminate the contract, at any time and/or for any reason, upon providing the Contractor five (5) days written notice.

### **AUTHORITY OF THE AIRPORTS REPRESENTATIVE**

The day to day administration of this contract is the responsibility of the Airports Representative. The Contractor shall agree that the Airports Representative will have boundless authority over this contract. The boundless authority includes but is not limited to: Employee(s) conducts, quality of the contractor and/or contractor's employees work performance, approval of supplies and equipment, work schedules, the rate of work progress, etc...

All services must be pre-approved by and meet the approval of the Airports Representative.

### **BACK-UP SOURCE**

TAIT reserves the right to enter into a contract with a second and/or a third bidder to be used as a secondary or back-up source. This source shall be used in the event of failure by the Contractor's inability to supply the full needs of TAIT.

## **BIDDER**

The successful bidder shall be an independent contractor who is familiar with this type of work; be responsible for all supervision and labor; have the necessary materials, tools, equipment, chemicals, and supplies to perform and complete all required work in a professional manner; and be able to do so within the time specified by the Airports Representative.

The successful bidder shall submit a proof of authority to apply chemicals with an Ornamental Turf endorsement with the bid.

If the bidder utilizes the services of a subcontractor for chemical applications, a letter must be provided with the bid stating the relationship between the vendor holding the applicator's license and the bidder.

## **COMPENSATION**

The Contractor will be compensated at the "Unit Cost per Acre" for the work that has been completed in accordance with the specifications.

The Contractor will provide a work schedule, and the work schedule must be signed and dated by the Airports Representative indicating the work was performed for each Mowing and Landscape Maintenance service. Said schedule must be attached to monthly invoice.

The Contractor's performance will be evaluated, and no payment will be made for areas that were not properly serviced as determined by the Airports Representative.

All invoices shall be original copies with detailed descriptions for each line item and shall accompany all required documents specified by the Airports Representative.

## **CHEMICAL CONTROL**

The Contractor or Contractor's Applicator(s) shall be properly licensed and shall submit proof of the required Applicators License to Airport Representative prior to application of any chemicals to TAIT/City of Tulsa property.

The Contractor or approved Contractor's Applicator(s) shall be properly licensed and responsible for compliance with all applicable Federal, State, and Municipal laws and ordinances for all services performed under this contract.

The Contractor or Contractor's Licensed Applicator(s) shall notify the Airports Representative by phone at least 48 hours prior to any service performed. Notification shall include the date service is to be performed, approximate time service will begin, and the service that will be performed.

The Contractor or Contractor's Licensed Applicator(s) must submit the following information to the Airports Representative after each service:

- Date, time, and location of Application(s)
- Applicator's name(s) and license number(s)
- List of Chemical(s) used and the application rate(s)
- Weather conditions including wind speed, direction, and temperature

The Contractor shall be responsible for providing all the appropriate reports, forms, or application records to the Oklahoma Department of Agriculture.

All chemicals will be applied at label rates per manufacturer's recommendations and shall not exceed the manufacturer's recommendation as established by the Environmental Protection Agency and the State of Oklahoma for the specified use.

All chemicals proposed for vegetation control must be approved by the Environmental Protection Agency and the State of Oklahoma for the specified use.

All chemicals proposed and/or used, for vegetation control must comply with the latest State and Federal Environmental Protection Agency standards governing the health and safety of humans and animals. In areas where TAIT personnel work on a 24-hour schedule, an odorless chemical must be utilized. TAIT reserves the right to specify certain types of chemicals, if deemed necessary.

TAIT reserves the right to take a sample of the tank mix at any time to confirm the correct type and quality of chemicals. Samples that fail to meet chemical standards will be reapplied at the discretion of the Airports Representative. More than one sample failing will result in cancellation of the contract in whole, without compensation. The Contractor will pay testing fees on any sample that fails to meet specifications.

All chemicals shall be pre-approved and are used at the discretion of the Airports Representative.

### **DISPOSAL OF MATERIALS AND SUPPLIES**

The Contractor shall be responsible for the proper, "off Airport property", disposal of all materials, supplies, chemicals, debris, trash, etc. created as a result of the Contractors Services.

The Contractor shall comply with all applicable laws, rules, and regulations in force at the time of disposal. All disposals of materials, supplies, chemicals, debris, trash, etc., shall be pre-approved by the Airports Representative.

### **EMPLOYEE IDENTIFICATION**

Employee identification is not required for this contract.

### **EQUIPMENT AND PERSONNEL**

The Contractor shall have the necessary personnel(s) and equipment to perform the work.

The Contractor shall submit a list of employees, materials, tools, equipment, chemicals, and supplies anticipated to be used in performing the Mowing and Landscaping Maintenance with the bid.

The Contractor's equipment and tools shall be safe and in satisfactory working condition at all times and shall be capable of performing the Contract Specifications for TAIT within the stated time frame.

The Contractor shall be responsible for the character and actions of its employees at all times while working under this contract. Any disrespectful or discourteous action by the Contractor and/or Contractor's employee(s) will not be tolerated.

The Contractor shall have a business telephone where he/she can be reached if and when problems occur. The Contractor must respond to calls of complaints within twenty-four (24) hours after receiving notification.

The Contractor shall not operate spray equipment when wind velocity exceeds fifteen miles per hour (15 mph) and will use every precaution to prevent spray drift onto private property or other areas adjacent to control sites. All spray equipment shall be pre-approved by the Airports Representative.

### **MATERIAL SAFETY DATA SHEETS**

Material Safety Data Sheets shall be made available to the Airports Representative with a bid for all chemicals, materials, and supplies utilized during the term of the Contract.

### **NOTICE TO PROCEED**

Once the Contract is awarded, the Contractor shall not proceed until notified by the Airports Representative. A meeting will be scheduled and held with the Contractor and the Airports Representative prior to commencement of the contracted services. Standard safety rules, regulations, badge requirements, work perimeters, scope of work, service locations, and any other information pertinent to the contract will be addressed prior to approval to proceed.

No payment will be made to the Contractor for any work performed until the Contractor has attended the scheduled meeting and obtained prior approval to proceed from the Airports Representative.

The Contractor shall provide a schedule of all work to be performed under this contract before the contract will take effect. The Contractor shall utilize this schedule as the work is being performed.

### **OZONE ALERT DAYS**

No mechanized work, including the use of trucks, will be allowed at the Tulsa International Airport property on a City of Tulsa designated "Ozone Alert" Day. The City of Tulsa

designates Ozone Alert days after 3:00 p.m. for the following day at <http://www.ozonealert.com/index.htm>

### **PERFORMANCE INTERFERENCE**

The Contractor shall notify the Airports Representative immediately of any occurrence or condition(s) within the service areas that interfere with the full performance of the services required and confirm it in writing within twenty four (24) hours.

All services, to be rendered and performed hereunder, shall be done and performed at such times and under such conditions as not to interfere with the duties of TAIT employee(s) of the facility to be serviced. In the event the Contractor intends on making inspection or performing service on any particular location at any specified time and the TAIT employee in charge of such location advises the Contractor that said time is inconvenient, the Contractor will arrange to perform such service at such other time as will not interfere with the regular work of the employee(s) of TAIT or its facilities.

### **PERFORMANCE STANDARDS**

The Contractor shall agree to and comply with all necessary required standards set forth in this contract to perform the complete operation of Mowing and Landscape Maintenance services.

The Contractor shall agree that all services shall be under the supervision of an experienced, competent, and trained person who shall have general supervision of all aspects of the service performed at each area specified or designated.

The Contractor shall begin the service to be performed and continue on a daily schedule until the entire service is complete. Continued time frame of work should not exceed a period of two (2) working days at any one time. The schedule of work or rescheduling of work is at the discretion of the Airports Representative.

The Contractor shall be flexible and available on the working hours. The Contractor shall perform all services during times and conditions that will not interfere with the activities of the location to be serviced. Work hours shall be pre-approved and are at the discretion of the Airports Representative.

The Contractor or Contractor's supervisor(s) shall be on the work site at all times while/during Mowing and Landscape Maintenance services are in progress. The Contractor shall provide labor, equipment, materials, chemicals, supplies, sprayers, etc. on the work site at all times while/during Mowing and Landscape Maintenance services are in progress.

The Contractor shall provide two contact names and phone numbers for on call purposes to the Airports Representative. The Contractor shall remain on call twenty-four (24) hours a day, seven (7) days a week.



The Contractor shall respond to calls from the Airports Representative within twenty-four (24) hours of receiving notification.

If the Contractor does not respond to the Airports Representative within twenty-four (24) hours after receiving the notification, on the 2<sup>nd</sup> day and every day thereafter, the Contractor shall deduct a prorated penalty fee amount equal to 1%, for each day, of the total bi-weekly invoice until the request has been resolved.

If the Contractor responded to the Airports Representative within twenty-four (24) hours after receiving the notification, the service must be completed and/or resolved to the satisfaction of the Airports Representative within two (2) working days from receiving the service request. If not, on the 3<sup>rd</sup> working day and every day thereafter, the Contractor shall deduct a prorated penalty fee amount equal to 1%, for each day, of the total bi-weekly invoice until the request has been completed and/or resolved.

All supervision, labor, material, tools, equipment, chemicals, and supplies shall be pre-approved by the Airports Representative.

### **PROPERTY DAMAGE**

The Contractor shall assume all liability for any damages to TAIT property caused as a result of any service performed. Damage caused by the Contractor or Contractor's employee(s) in the process of work performed shall be reported to the Airports Representative immediately.

The Contractor shall be responsible for all repairs resulting from damages. All damages will be inspected, and if determined to be the result of services performed, the Contractor shall make the necessary repair(s) to TAIT's satisfaction. All repairs shall be pre-approved by the Airports Representative. All repairs will be inspected and determined complete by the Airports Representative.

The Contractor shall agree that, in the event that the damage is not repaired, TAIT shall take action to repair damaged property and may deduct total cost of repairs from the Contractor's invoice.

### **SAFETY**

In the performance of this contract, the Contractor shall comply with all applicable Federal, State, and Municipal laws governing safety, health, and sanitation and with all security and safety regulations of TAIT.

The Contractor shall agree (due to increased security measures at Tulsa International Airport) that no vehicle may be left unattended along the curb adjacent to the Airport Terminal Building.

It shall be the responsibility of the Contractor to take such action, as he/she may deem reasonably necessary to ensure that all employees, subcontractors, and suppliers shall likewise be informed of and comply with all such laws and regulations.

It shall be the sole duty and responsibility of the Contractor to take all reasonable, necessary, and prudent measures to warn the general public of any potentially dangerous condition, at or near any work site, where the Contractor and/or the Contractor's employee(s) are engaged in the performance of their obligations under this contract. As used within this paragraph, the term "general public" shall include but is not limited to: All personnel of TAIT, tenants of the Airport and their personnel, Airport customers, travelers, and general public.

### **SUBCONTRACTORS**

The Contractor shall agree that a proposed list of subcontractor(s) will be required with the bid. This list shall include subcontractor's company name, address, telephone number, contact person, and the relationship between the Contractor and the subcontractor.

The Contractor shall agree to obtain a prior written approval from the Airports Representative before utilizing a subcontractor.

### **TRAFFIC CONTROL**

The Contractor's operation shall not interfere with normal traffic or disrupt the travelers or general public, tenants, or TAIT employees. The Contractor is required to provide signage for all work on the streets and right-of-ways, and it shall conform to the Manual of Uniform Traffic Control Devices. All signage cost shall be included in the bid price at no extra cost to TAIT.

### **UNIT BID PRICE**

The "Unit Cost per Acre" will be the figure used to calculate any requested additional or deleted areas.

### **INTENT TO RENEW**

Contractor shall notify the Airport Representative, in writing, of Contractor's intent to exercise the option to renew the current contract for one (1) year no less than one hundred twenty (120) days prior to the expiration of the contract. A new contract extending the term for an additional one (1) year shall be executed prior to the expiration of the current contract. Failure to meet the requirements of this contract shall be cause for the termination of this contract in whole.

## SCOPE OF WORK>

The scope of work in these specifications shall consist of furnishing all supervision, labor, materials, tools, equipment, chemicals, supplies, transportation, insurances, and required licenses in the performance of all operations to provide complete Mowing and Landscape Maintenance for TAIT.

The Contractor and/or the Contractor's employees shall agree to check-in with the Airports Representative when they get to the TAIT premises to perform Mowing and Landscape Maintenance services.

The Contractor and/or the Contractor's employees shall agree to start Mowing and Landscape Maintenance services **only after** the Airports Representative acknowledges the Contractor and/or the Contractor's employees' presence on the TAIT premises.

The Contractor shall agree that the Contractor and Contractor's supervisor(s) must be able to communicate in the English language, both written and verbal.

The Contractor shall agree that all performance(s) of the Contractor and/or Contractor's employees shall be subject to inspection and approval of the Airports Representative. If performance becomes unsatisfactory to the Airports Representative, the Contractor will be directed to correct the unsatisfactory performance. Failure to comply may result in the termination of the contract in whole at the sole discretion of TAIT.

### **Turf Mowing:**

The Contractor shall agree to mow all turf areas, and the mowing heights will be no greater than 3.5 inches and no less than 1.75 inches. All mowing heights must receive prior approval from the Airport Representative.

The Contractor shall agree to clean up **before and after** each turf mowing. The clean up includes but is not limited to: Removing fallen leaves (or mulching fallen leaves), remove any broken tree limbs or branches measuring 6 feet or less, trash, debris, all grass clippings, etc. from turf, sidewalks, driveways, streets, curbs, walls, steps, ornamental beds, tree rings, parking areas, breezeways, etc.

The Contractor shall agree to keep mower sizes within 60 inches. Request for the use of larger mowers for specific designated areas shall be pre-approved by the Airports Representative. **No brush-hogs or flail mowers will be allowed.**

The Contractor shall agree to **remove scalping mowers** from service and not utilize them again until adjusted or repaired. The return of removed equipment shall be pre-approved by the Airports Representative.

### **Monofilament Trimming:**

The Contractor shall agree to trim grass around all signs, posts, fence lines, building lines, parking lots, trees, tree rings, ornamental beds, hydrants, meters, containers, driveways, breezeways, curbs, sidewalks, walls, and steps in the service area.

The Contractor shall agree to clean up **before and after** each Monofilament Trimming. The clean-up includes, but is not limited to: Removing fallen leaves, broken limbs or branches measuring 6 feet or less, trash, debris, all grass clippings, etc. from turf, sidewalks, driveways, streets, curbs, walls, steps, ornamental beds, tree rings, parking areas, breezeways, etc....

The Contractor shall agree to provide Monofilament Trimming service with every mowing, unless determined “not required” by the Airports Representative.

### **Mechanical Edging:**

The Contractor shall agree to edge all sidewalks, driveways, breezeways, parking lots, curbs, and concrete pads.

The Contractor shall agree to clean up **before and after** each Mechanical Edging service. The clean-up includes, but is not limited to: Removing fallen leaves, broken limbs or branches measuring 6 feet or less, trash, debris, all grass clippings, etc. from turf, sidewalks, driveways, streets, curbs, walls, steps, ornamental beds, tree rings, parking areas, breezeways, etc....

The Contractor shall agree to provide Mechanical Edging service with every mowing, unless determined “not required” by the Airports Representative.

### **Turf Fertilizing:**

The Contractor shall agree to fertilize all turf areas four (4) times annually during the growing season to promote a healthy turf, dark green in color, and promote a good turf density and root growth.

The Contractor shall agree to apply turf fertilizing applications in April, June, September, and November to strengthen the root systems and help develop a weed resistant lawn.

The Contractor shall agree that all Turf Fertilizing shall be pre-approved by the Airports Representative.

### **Weed Control:**

The Contractor shall agree to apply **pre-emergent** weed control applications three (3) times per year.

The Contractor shall agree to apply **post-emergent** weed control applications two (2) per year.

The Contractor shall agree that pre-emergent and post-emergent are for the control of growing grassy weeds. The services include but are not limited to controlling crabgrass, annual and perennial broadleaf, bluegrass, henbit, chickweed, buttonweed, violet, ground ivy, goosegrass, sandbur, dallisgrass, nutsedge or nutgrass, dandelion, clover, etc..

The Contractor shall add green colorant (or other approved color by the Airports Representative) to all tank mixtures at the manufacturer's recommended rate to indicate all of the treated areas.

The Contractor shall agree to apply extra pre-emergent and/or post-emergent applications as necessary.

The Contractor shall agree that all weed control services shall be pre-approved by the Airports Representative.

The Contractor shall agree to perform spot treatments for weeds as needed at no extra charge to TAIT.

### **Questions About & Clarifications of the Request for Bids**

All questions regarding this Request for Bid (RFB) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of the RFB.

All questions shall be submitted on or before Friday, November 1, 2024, at 12:00 P.M. (CST) and should be addressed as follows:

Scope of Work/Bid Content questions shall be e-mailed to Eric Kien, Facilities Support & Services Manager- [EricKien@TulsaAirports.com](mailto:EricKien@TulsaAirports.com)

RFB Process and Compliance questions shall be e-mailed to Jeff Shaw- [JeffShaw@TulsaAirports.com](mailto:JeffShaw@TulsaAirports.com)

All interpretations, corrections, or additions to the RFB will be made only as an official addendum that will be posted to <https://flytulsa.com/business/business-opportunities/businessopportunities/> and it shall be the contractor's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by TAIT shall become part of the RFB and must be incorporated in the proposal where applicable.

**Mowing and Landscape Maintenance Locations:** The service locations are designated on each Exhibit A.

(Estimated Quantities for Evaluation Purposes Only)

Service cycle / Day	Location	Acreage					
		Mow	Trim	Edge	Fert.	Pre-Emer.	Post-Emer.
14	Section 1	0.62	0.62	0.62	0.62	0.62	0.62
14	Section 2	0.94	0.94	0.94	0.94	0.94	0.94
14	Section 3	1.63	1.63	1.63	1.63	1.63	1.63
14	Section 4	2.94	2.94	2.94	2.94	2.94	2.94
14	Section 5	0.60	0.60	0.60	0.60	0.60	0.60
14	Section 6	1.65	1.65	1.65	1.65	1.65	1.65
14	Section 7	1.32	1.32	1.32	1.32	1.32	1.32
14	Section 8	1.53	1.53	1.53	1.53	1.53	1.53
14	Section 9	0.45	0.45	0.45	0.45	0.45	0.45
14	Section 10	0.02	0.02	0.02	0.02	0.02	0.02
14	Section 11	0.61	0.61	0.61	0.61	0.61	0.61
14	Section 12	0.09	0.09	0.09	0.09	0.09	0.09
14	Section 13	0.58	0.58	0.58	0.58	0.58	0.58
14	Section 14	0.82	0.82	0.82	0.82	0.82	0.82
14	Section 15	0.58	0.58	0.58	0.58	0.58	0.58
14	Section 16	1.17	1.17	1.17	1.17	1.17	1.17
14	Section 17	0.50	0.50	0.50	0.50	0.50	0.50
14	Section 18	1.34	1.34	1.34	1.34	1.34	1.34
14	Section 19	0.48	0.48	0.48	0.48	0.48	0.48
14	Section 20	3.31	3.31	3.31	3.31	3.31	3.31
14	Section 21	0.50	0.50	0.50	0.50	0.50	0.50
14	Section 22	1.40	1.40	1.40	1.40	1.40	1.40
14	Section 23	1.55	1.55	1.55	1.55	1.55	1.55
14	Section 24	1.81	1.81	1.81	1.81	1.81	1.81
14	Section 25	1.60	1.60	1.60	1.60	1.60	1.60
14	Section 26	0.30	0.30	0.30	0.30	0.30	0.30
14	Section 27	1.55	1.55	1.55	1.55	1.55	1.55
14	Section 28- Apache & 73 <sup>rd</sup>	0.81	0.81	0.81			
14	Section 29- QT Hangar & Spartan Old Parking	6.12	6.12	6.12			
14	Section 30- Virgin	0.16	0.16	0.16			
14	Section 31- Virgin	0.79	0.79	0.79			
14	Section 32- Virgin	0.24	0.24	0.24			
14	Section 33- Chili Bowl	5.50	5.50	5.50	5.50	5.50	5.50
14	Section 34- Memorial North of Pine St.	0.69	0.69	0.69			
14	Section 35- Memorial South of Pine St.	2.26	2.26	2.26			
14	Section 36- 89 <sup>th</sup> East Ave	2.56	2.56	2.56			
14	Section 37- Sheridan	2.55	2.55	2.55			
14	Section 38- FAA Control Tower	1.32	1.32	1.32			
14	Section 39- North Observation Lot	0.84	0.84	0.84			
<b>Total</b>		<b>53.73</b>	<b>53.73</b>	<b>53.73</b>	<b>35.39</b>	<b>35.39</b>	<b>35.39</b>

# MOWING AND LANSCAPE MAINTENANCE

## BID FORM

1. **Delivery:** If your bid is accepted and a contract is executed, state the number of days you need to deliver the goods and/or begin providing services: \_\_\_\_\_days

You must be able to deliver the goods and/or services as specified in your bid. Failure to do so may result in TAIT terminating your contract, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. **Pricing:**

*(Estimated Quantities for Evaluation Purposes Only)*

Item	Estimated Service Cycle Day / Mo	Description	Estimated Quantity (Acre)	Unit Cost per Acre	Total Cost	Estimated Service Occurrence / Year	Total Estimated Cost/Year
1	10 Days	Turf Mowing	53.73	\$	\$	25	\$
2	10 Days	Monofilament Trimming	53.73	\$	\$	25	\$
3	10 Days	Mechanical Edging	53.73	\$	\$	25	\$
4	4	Turf Fertilizing	35.39	\$	\$	4	\$
5	3	Weed Control - Pre-emergent	35.39	\$	\$	3	\$
6	2	Weed Control - Post-emergent	35.39	\$	\$	2	\$
<b>Total</b> (All costs must be included or your bid will be disqualified)							<b>\$</b>

Amount paid to the Contractor for work performed each year will be calculated as follows:

**Estimated Quantity (Acre) x Unit Cost per Acre = Total Cost**

**Total Cost x Estimated Service Occurrence /Year = Total Estimated Cost/Year**

# **Annual Price Adjustment**

Requirements for Allowance of Annual Price Escalation. The prices bid for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price based on a fixed percentage as indicated below will be considered if the following conditions are met:

Any annual price escalation you choose will be considered in the evaluation of your bid. You must notify TAIT, in writing, no later than 120 days before the initial contract period ends, or any renewal period ends, of your intent to exercise your request for a price escalation. Failure to notify TAIT will result in TAIT denying any price escalation. In no event can the proposed escalation exceed that fixed percentage stipulated in your Bid. Your notice may be sent by certified mail, fax, or email to the Airport Representative. If the notice is not sent by certified mail, it will not be valid until acknowledgement by the Airport Representative is made through fax or email.

**Your stipulated fixed percentage price escalation is: \_\_\_\_\_ %**

**Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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



# MOWING AND LANDSCAPE MAINTENANCE

## REFERENCES

The Bidder shall furnish to TAIT the company name, address, telephone number, contact person, contract length, and property size of a minimum of three properties for which the Bidder currently provides or has provided Mowing and Landscape Maintenance in the past. One of the three properties shall be similar in size or larger, and the scope of work shall be the same or similar as described in this specification. Bidder agrees to provide requested reference documentation with a bid.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTRACT LENGTH: \_\_\_\_\_

PROPERTY SIZE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTRACT LENGTH: \_\_\_\_\_

PROPERTY SIZE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTRACT LENGTH: \_\_\_\_\_

PROPERTY SIZE: \_\_\_\_\_

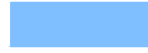


E. 46th St. N.  
 N. SHERIDAN RD.  
 N. MINGO RD.  
 PINE ST.  
 TULSA INTERNATIONAL AIRPORT  
 LOCATION MAP  
 LATITUDE 36-11.90 NORTH  
 LONGITUDE 95-53.29 WEST  
 ELEVATION 677' (S)  
 I.D.: TUL  
 TULSA COUNTY, TULSA OKLAHOMA  
 SEC. 13, T-20-N, R-13-E

TULSA INTERNATIONAL AIRPORT



MDW, TRIM EDGE,  
 NO CHEMICAL  
 TREATMENT

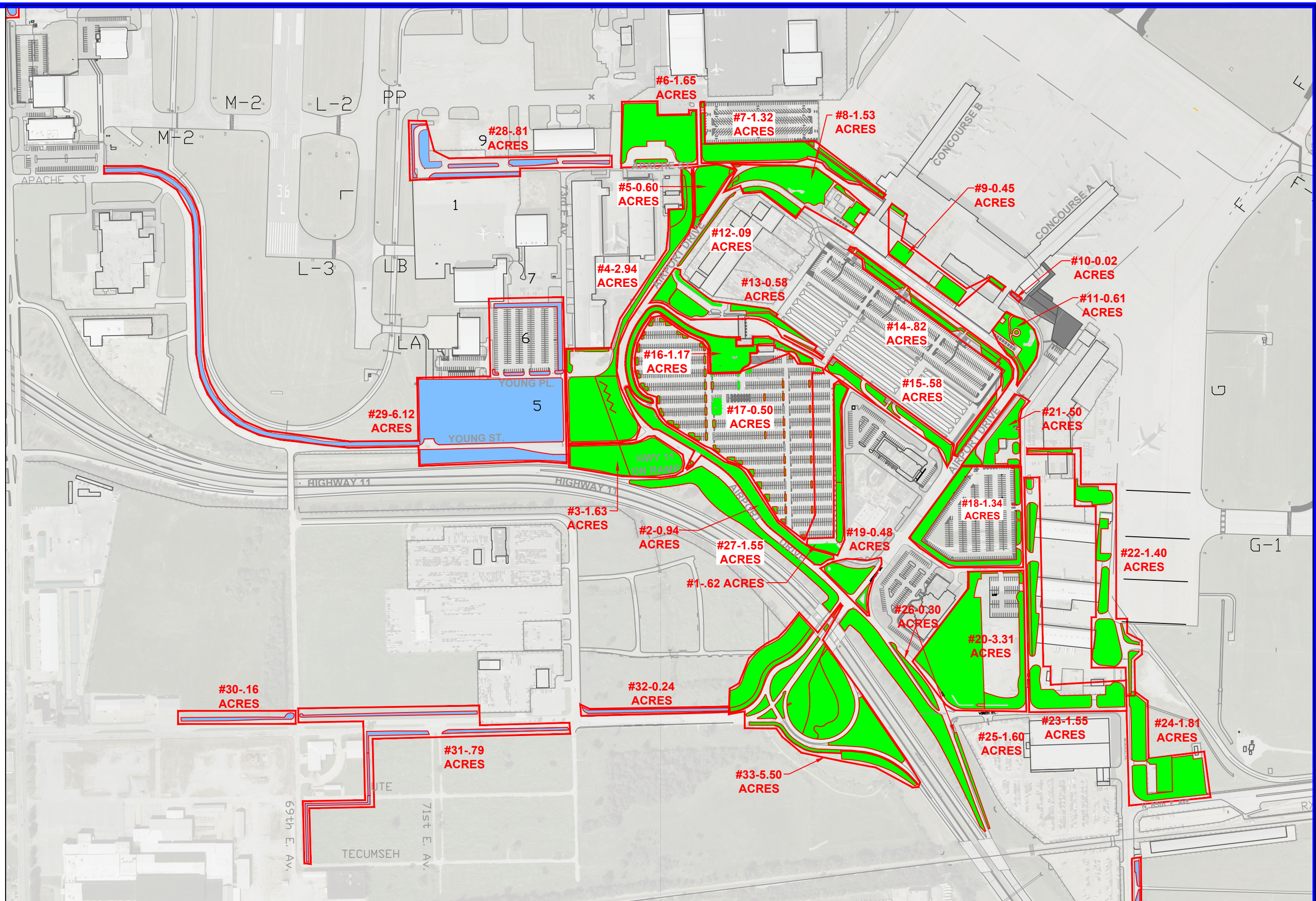


12.6243 ACRES

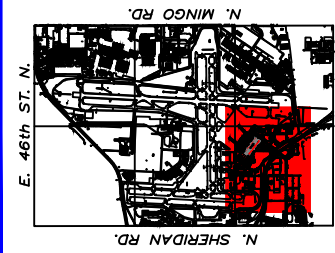
MDW, TRIM, EDGE  
 CHEMICAL  
 TREATMENT



35.4482 ACRES







TULSA INTERNATIONAL AIRPORT  
 LOCATION MAP  
 LATITUDE 36-11.90 NORTH  
 LONGITUDE 95-53.29 WEST  
 ELEVATION 677' (S)  
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 SEC. 13, T-20-N, R-13-E

TULSA  
 INTERNATIONAL  
 AIRPORT



MOW, TRIM, EDGE,  
 NO CHEMICAL  
 TREATMENT



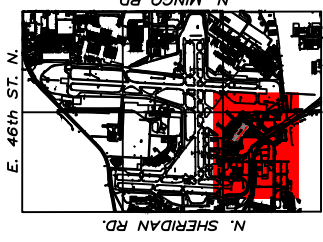
12.6243 ACRES

MOW, TRIM, EDGE  
 CHEMICAL  
 TREATMENT



35.4482 ACRES





TULSA INTERNATIONAL AIRPORT  
 LOCATION MAP  
 LATITUDE 36-11.90 NORTH  
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TULSA  
 INTERNATIONAL  
 AIRPORT

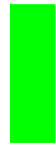


MOV, TRIM, EDGE,  
 NO CHEMICAL  
 TREATMENT

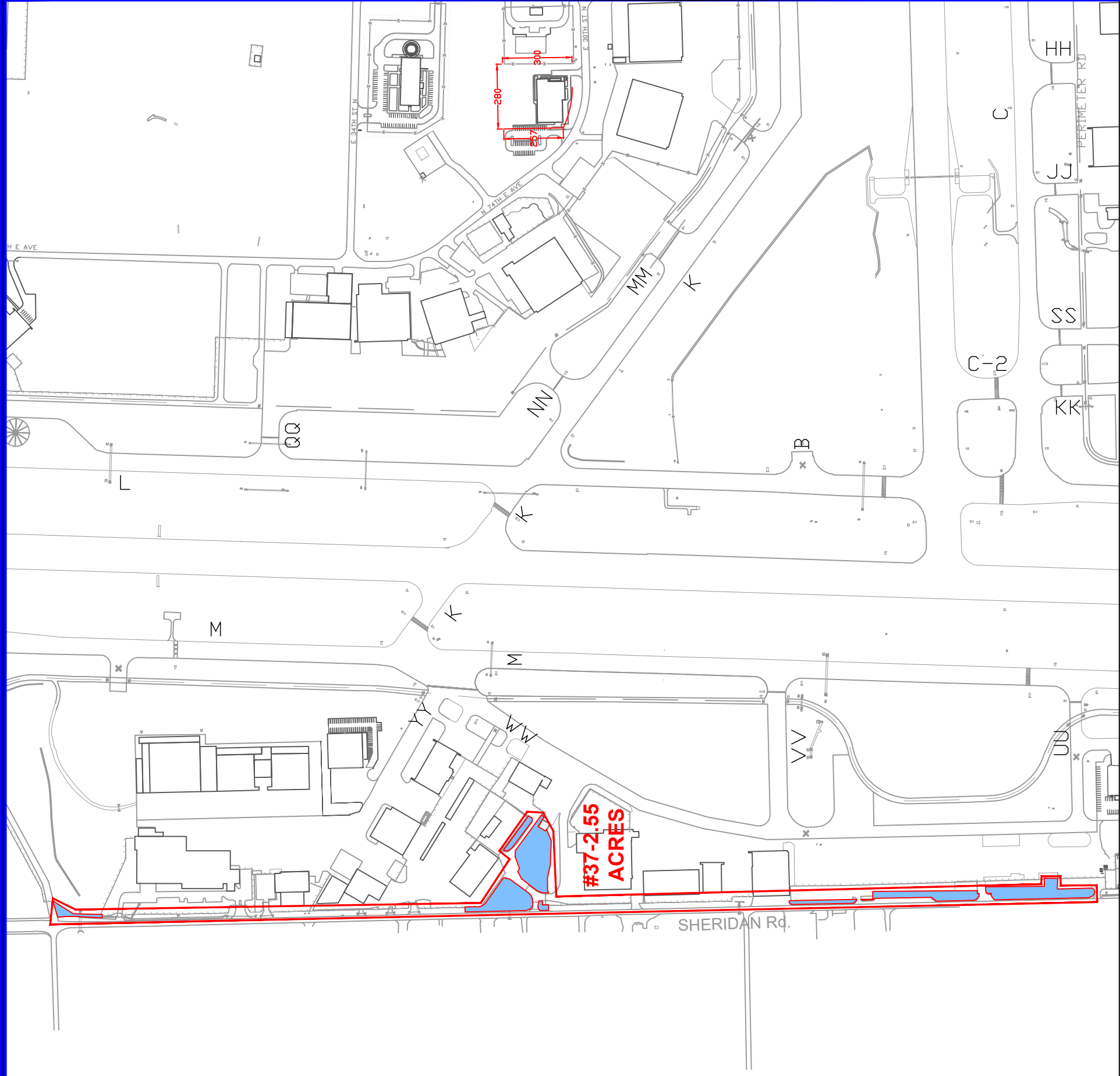


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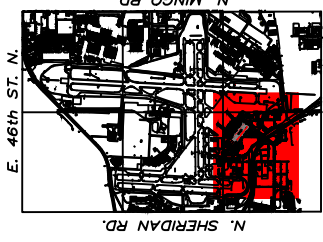
MOV, TRIM, EDGE  
 CHEMICAL  
 TREATMENT



35.4482 ACRES



NOT TO SCALE  
 REFERENCE ONLY



TULSA INTERNATIONAL AIRPORT  
 LOCATION MAP  
 LATITUDE 36-11.90 NORTH  
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TULSA  
 INTERNATIONAL  
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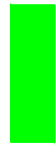


MDW, TRIM, EDGE,  
 NO CHEMICAL  
 TREATMENT

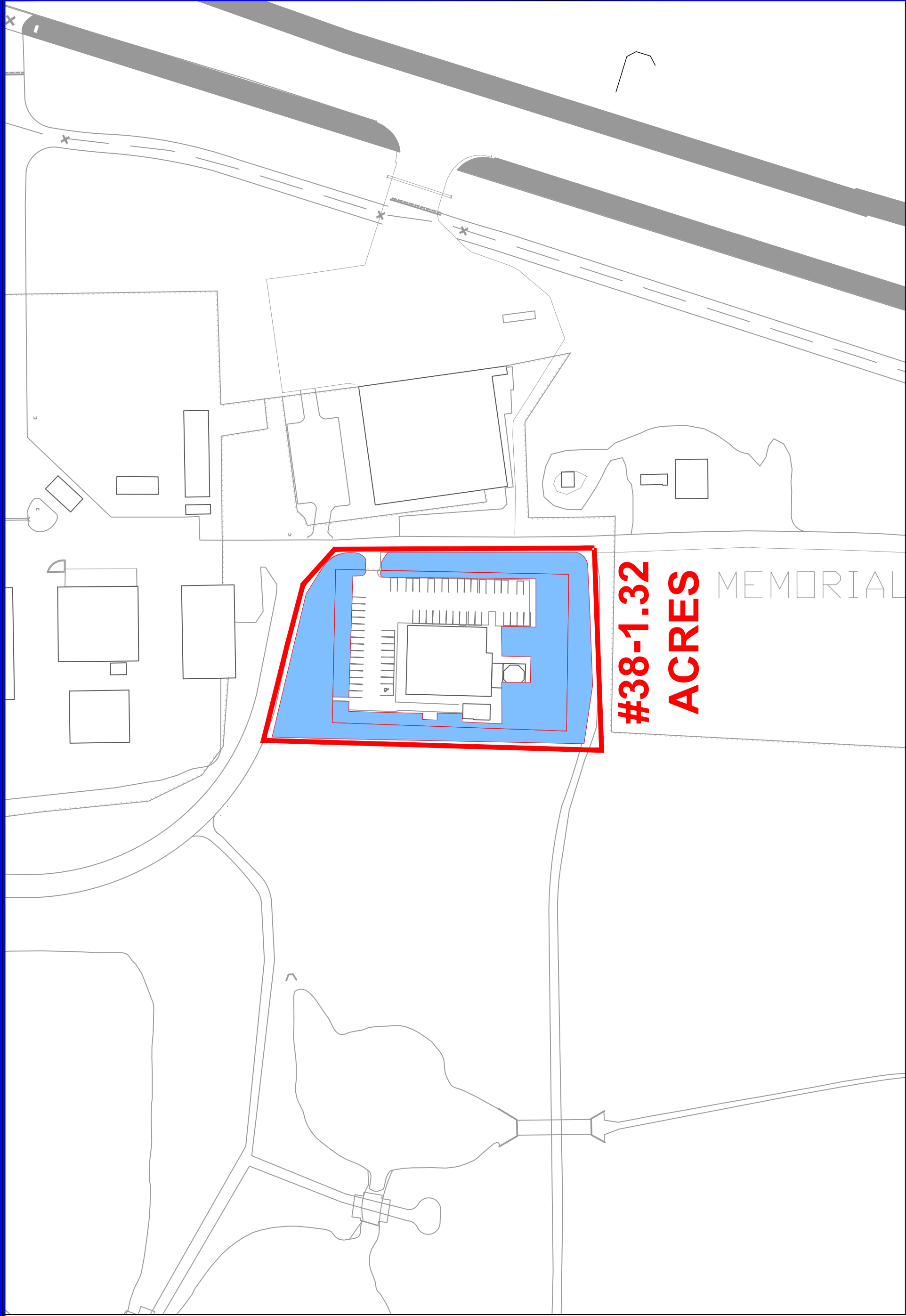


12.6243 ACRES

MDW, TRIM, EDGE  
 CHEMICAL  
 TREATMENT

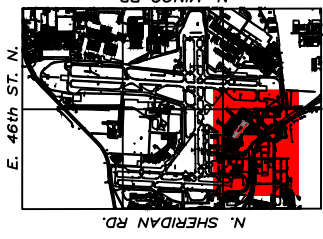


35.4482 ACRES



**#38-1.32  
 ACRES**

MEMORIAL



TULSA INTERNATIONAL AIRPORT  
 LOCATION MAP  
 LATITUDE 36-11.90 NORTH  
 LONGITUDE 95-53.29 WEST  
 ELEVATION 677' (S)  
 I.D.: TUL  
 TULSA COUNTY, TULSA OKLAHOMA  
 SEC. 13, T-20-N, R-13-E

TULSA  
 INTERNATIONAL  
 AIRPORT

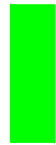


MDW, TRIM, EDGE,  
 NO CHEMICAL  
 TREATMENT

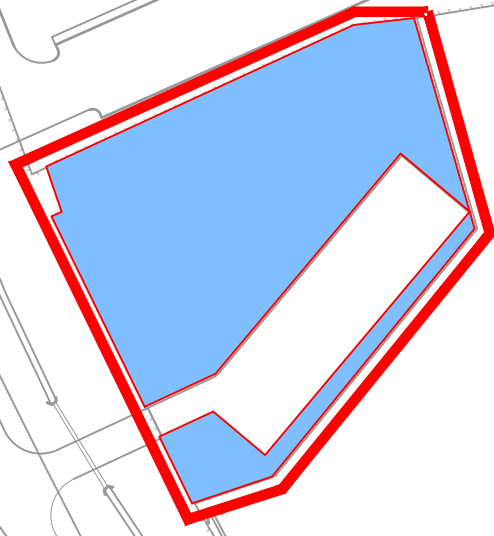


12.6243 ACRES

MDW, TRIM, EDGE  
 CHEMICAL  
 TREATMENT



35.4482 ACRES



**#39-.838  
 ACRES**