



INVITATION FOR SEALED BID

TAC 182D

Description: PEST CONTROL SERVICE

Department: CITY OF TULSA ZOO

NIGP Commodity Code(s): 910-59-00-000-0

Total pages including this page is 16

NOTE: FAXED BIDS WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

**If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : <http://www.cityoftulsapurchasing.org/>**

**you must notify the buyer Laura Blades of your intent to bid by
e-mail lblades@ci.tulsa.ok.us in order to receive addenda. The buyer
will always acknowledge your e-mail for your records. All addenda
will be posted on fax-on-demand and the website.**

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: September 19, 2002

BID NUMBER: TAC 182D

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: September 5, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: \$500.00

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

***** **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** *****

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____ (Signature)

_____ (Title)

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

The Interest Affidavit must be completed, signed by an authorized agent, and notarized.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

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

SIGNATURE OF AUTHORIZED AGENT

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

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

TAC 182D

PEST CONTROL SERVICE

CITY OF TULSA ZOO

INTENT:

The intent of these specifications is to set minimum requirements, not to otherwise limit bidding for the performance of **Pest Control Service** for the City of Tulsa Zoo.

GENERAL:

A complete corrective and preventative control program of designated pests at the Tulsa Zoo and Living Museum, 5701 E. 36th St. North, Tulsa, consisting of furnishing all equipment, materials, labor and documentaiton (communication) necessary to perform services as set forth in this agreement within the defined parameters, including supplying Zoo staff with supplmental pest monitoring and control materials.

All materials utilized in this pest control program must comply with the latest Federal, State and local regulations governing the health and safety of humans and animals. Material Safety Data Sheets on all materials used in the performance of this contract must be submitted to the Zoo Pest Control Officer, Jay Ross, prior to their administration.

Contracted vendor agrees to provide Pest Control Services on a weekly basis or when requested to make additional service calls. Contract administator and contact person for the Tulsa Zoo and Living Museum is Jay Ross (telephone #669-6215).

The successful bidder must be licensed by the City and State for all services performed under this contract.

ALTERING BIDS:

Bids cannot be altered or amended after submission deadline. **Any interlineation, alteration or erasure made** before opening time and date **must be initialed** by the signer of the bid, guaranteeing authenticity. Bids must be submitted in ink or typewritten. Pencil will not be accepted.

BID DEPOSIT:

Bids are to be accompanied by a bid bond, cashier's check or certified check in the amount of **\$500.00**.

PERFORMANCE BOND:

The successful bidder will be required to enter into contract with the City of Tulsa within ten (10) days after submission of such and to post a Performance Bond in the amount of **\$1,000.00**.

INSURANCE:

The Contractor, and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and workmen's compensation and employer's liability insurance in the amounts required by law. The contractor shall also furnish an owner's protective policy in the same amounts with the City of Tulsa as the named assured by the same insurance company as the insurer of contractor's liability coverage.

Personal Injury, each person	\$100,000
Personal Injury each occurrence	\$1,000,000
Property Damage, each person	\$25,000
Property Damage, each occurrence	\$100,000

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The successful bidder shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the acceptance of the bid by the City.

The contractor, performing as an independent contractor hereunder shall be fully responsible for providing workman's compensation and general liability coverage as follows:

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY (MINIMUM)</u>
Workmen's compensation comprehensive general liability	Statutory
Bodily Injury	\$100,000 Each person per occurrence
Bodily Injury	\$1,000,000 Each occurrence
Property Damage	\$1,000,000. Each claimant.

The **City of Tulsa** shall have **NO** responsibility of liability for such insurance coverage.

The contractor must provide a certificate of insurance reflecting compliance with the above insurance requirements within ten (10) calendar days after bidders receipt of written notification of award and prior to starting work. The **City of Tulsa** shall be listed as an **ADDITIONAL INSURED ON ALL CERTIFICATES OF INSURANCE, TO READ AS FOLLOWS: "The City of Tulsa, a municipal corporation, is an additional insured for work performed under TAC 182D, and must be notified thirty (30) days in advance of insurance cancellation or termination."** Certification must include: name and address of insurance company. (The insurance company must be licensed to transact business in the State of Oklahoma); Policy number; and, liability coverage and amounts.

SCOPE OF SERVICE:

A. General:

The Tulsa Zoo and Living Musuem is a public institution housing extensive living collections of both plants and animals. The sensitivity of methods and materials utilized to control pests at this facility is of the highest level. Integrated Pest Management (IPM) practices which focus on inspecitons, monitoring, identifcaiton, edxclusion, prevention and habitat modification are the basis of the Tulsa Zoo's Pest Control Policy.

B. Designated Pests for Control

1. Rodents – mice and rats
2. Insects – cockroaches, ants, flies
3. Spiders & scorpions

C. Areas of Attention:

Complete corrective and preventative control of designated pests inside and around the perimeters of all of the following buildings or structures in accordance with the Tulsa Zoo's Pest Control Policy on a weekly , as needed or requested basis. This is to service all Zoo buildings; list provided is primary structures of concern.

- 1, Animal Kingdom Building
2. Cheetah/Meercat/Kik-duj barn
3. Rhinoceros Barn
4. Big Cat grottos (including Snow Leopard service area)
5. Primate & Bear grottos
6. Africa barns
7. Giraffe barn
8. Elephant barn and museum
9. Helmerich Discovery Center
10. Gift Shops (Spotted Zebra and Spotted Frog)
11. Food Concession Areas (Safari Grille, Crane Depot, Trunk Stop, et.al.)
12. Tropical American Rain Forest, including Frog phone booth at entry
13. Admission booths
14. North American Living Musuem; four buildings
15. Chimpanzee connection, including service area
16. All restroom facilities
17. Tulsa Zoo Friends offices

18. Security Office
19. Horticulture shop and office
20. Administration building
21. Employee lounge
22. Veterinary Clinic
23. Zoo Commissary (food storage and preparation area), **PRIOR TO VISITING ANY ANIMAL AREAS.**
24. Exhibit workshops
25. Maintenance and custodial shop
26. Siamang Building
27. Animal Holding Building
28. Quarantine Building
29. Train Barn and Tulsa Zoo Friends Operations facilities
30. Children's Zoo Service areas.
31. Horse Barn (located in Mohawk Park)
32. Penguin Service Building (on-line November 2002)
33. Maasai Village Hut (on-line 2003)

D. Service Hours:

Pest Control Services will be on a weekly basis on a regularly scheduled day. Services will be rendered between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday. Contractors will check in with Zoo's representative before initiating any work and will check out prior to leaving premises.

Special Circumstances:

1. **Zoo Commissary MUST be serviced prior to visiting any animal areas.**
2. **All food service facilities MUST be serviced prior to 9:00 a.m.**

E. Additional Calls

In the event additional services or callbacks are necessary in between regularly scheduled visits, such services will be responded to within 24 hours of request.

F. Communications/Documentation

Contractor will supply Zoo representative with thorough information on specific pest species detected and methods employed for control during any and all visits. MSDS will be supplied to Zoo representative prior to any applications of new materials. Contractor will inform Zoo representative of structural modifications that can be made to prevent entrance of pests or to modify specific habitats to reduce pest attraction.

G. References

Qualified bidders must provide references from experience in pest control services in at least three similar facilities (i.e. Pet Stores, Zoos, etc.) with same sensitivity issues.

H. Restrictions and Specifications

1. Many of the structures and buildings require accompaniment by qualified Zoo staff for admittance.
2. Precautions to prevent secondary poisoning and/or non-target poisoning must be given extreme consideration.

CONTRACT:

The terms of the contract shall be for a period of one (1) year beginning from the date it is executed by the City of Tulsa. The contract shall be renewable, with the consent of both parties, for two (2) successive one (1) year periods.

The successful bidder will be required to enter into a contract with the City within ten (10) days after receipt of the City's contract documents.

ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

BIDDER'S AFFIDAVIT:

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

PRICE ADJUSTMENT OPTION:

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- (1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract**. Such formula shall be reasonable, objective and capable of measurement.
- (2) The contractor notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

AWARD OF BID:

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;

- e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

BUYER CONTACT:

**Laura Blades
Purchasing Division
City of Tulsa
200 Civic Center, Room 802
Tulsa, OK 74103
Phone: (918) 596-7553
Fax: (918) 699-3156
E-Mail: lblades@ci.tulsa.ok.us**

The City reserves the right to determine which table meets required specifications. Further, reserves the right to award by single item or overall low bidder meeting specifications, whichever is beneficial to the City.