

PURCHASING DIVISION
•
ROOM 802
•
918 • 596 • 7559



DEPARTMENT OF FINANCE

200 CIVIC CENTER • TULSA, OKLAHOMA • 74103

April 17, 2001

**TAC #523
PEST CONTROL SERVICE
AIRPORT**

ADDENDUM NO. 1

This Addendum No. 1, consisting of the following information, shall be made a part of the bid specifications for subject bid.

1. **Subject bid scheduled to open Thursday, May 3, 2001 has been rescheduled to open Thursday May 17, 2001. Bid must be in office of City Clerk by Wednesday, May 16, 2001 at 5:00 p.m.**
2. **A mandatory pre-bid conference will be held Thursday, May 3, 2001, at 7777 East Apache, Tulsa Airport Authority, Room A215 at 10:00 a.m. to discuss specifications and site inspection immediately following.**
 - (a.) You may call the Buyer, Laura Blades at (918) 596-7553 and asked that a copy of the documents be mailed to your company, or
 - (b.) You may download the bid specifications from our website at www.cityoftulsapurchasing.org, or
 - (c.) You may obtain the bid documents by calling the City of Tulsa's Purchase Net Fax-On-Demand at (918) 596-1171. An Index will automatically be faxed to you. Please order bid document from the Index.

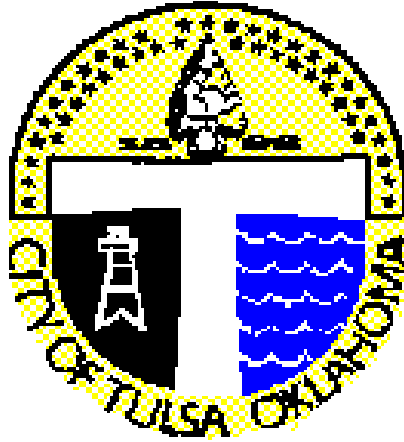
All other provisions remain the same.

Please include this addendum with your bid submittal.

COMPANY NAME

SIGNATURE

/ram



INVITATION FOR SEALED BID

TAC #523

Description: PEST CONTROL SERVICE

Department: AIRPORT

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

Total pages including this page is 22

NOTE: FAXING OF BID 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 Web-site : www.cityoftulsapurchasing.org

you must notify the buyer Laura Blades of your intent to bid by e-mail lblades@ci.tulsa.com 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 web-site.

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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.

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 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 _____, 19_____.

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 _____, 19_____.

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 _____

Price Sheet Summary

Vendor Name: _____ Signature: _____

Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC #523

1. Area per Exhibit "A" \$ _____ Per Square Ft.

TAC #523

PEST CONTROL SERVICE

AIRPORT

INTENT:

To secure sealed bids for complete **Pest Control Service** for the Airport on an annual basis.

GENERAL:

Bidders are to bid a complete control program consisting of furnishing all equipment, labor, pesticides and other material necessary to perform services as set forth in this bid.

All chemicals and pesticides used must comply with the Latest State and Federal Environmental Protection Agency standards governing the health and safety of humans and animals. Material Safety Data Sheets on pesticides and chemicals to be used under this contract **must** be supplied as part of the bid submittal. (In areas where City personnel work on a 24-hour schedule, an **odorless** chemical **must** be utilized. **Bids failing to supply M.S. Sheets will not be accepted.** The City of Tulsa reserves the right to specify certain types of chemicals, if deemed necessary.

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

BID DEPOSIT:

A Bidder's Bond, Cashier Check or Certified Check must accompany bid in the amount of \$500.00.

CONTRACT:

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 \$5,000.00.

Specific designated time for service may be directed for certain areas and/or facilities.

Contractor shall be responsible for seeing that all work is performed and shall bear all liability for any falsification of records by Contractor's employees, which may entail performance as specified or withholding of payment for the work not actually performed.

Contract will be awarded to the lowest secure bidder(s) meeting specifications.

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.

AMERICANS WITH DISABILITIES ACT:

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

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.

Terms and conditions shown on page four- (4) apply to this transaction.

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.

PRE-BID CONFERENCE: (MANDATORY)

A mandatory pre-bid conference will be held Tuesday, April 17, 2001, at 7777 East Apache, Tulsa Airport Authority, Room A215 at 9:00 a.m. to discuss specifications and site inspection immediately following.

REFERENCES:

Contractor's bid shall include Three – (3) commercial references as part of the submission. This page must accompany your bid submittal.

COMPANY NAME: _____

ADDRESS: _____

REFERENCE: _____

TELEPHONE: _____ CONTRACT ENGTH _____

COMPANY NAME: _____

ADDRESS: _____

REFERENCE: _____

TELEPHONE: _____ CONTRACT ENGTH _____

COMPANY NAME: _____

ADDRESS: _____

REFERENCE: _____

TELEPHONE: _____ CONTRACT ENGTH _____

TECHNICAL SPECIFICATIONS

A. DEFINITIONS

"Facilities" means areas on the Airport property as set forth in the specifications, as the premises where the business of the Operator may be conducted.

"Operator" the company selected to provide the services in this request.

B. EXECUTION OF CONTRACT

The successful bidder shall execute and deliver to Authority the Agreement within twenty (20) days after receipt from Authority. The successful bidder shall submit and deliver to Authority with the Agreement all necessary bonds and certificates of insurance which are required by the Request for Quotes or by law.

C. Operator understands and agrees that the following contractual provisions (or substantially similar contractual provisions) shall be incorporated into the Agreement to be entered into between Authority and the successful proposer.

1. Use of Airport. The Operator shall be entitled to use the Airport for all lawful purposes related to the services which the Operator shall perform under this Agreement. The Operator, its representatives, agents, invitees and licensees, shall have the right of ingress and egress to and from the Airport. Authority reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Airport are available to the Operator.
2. Indemnity. The Operator shall indemnify, protect, defend and hold completely harmless, TAIT, the City, the Authority, and their trustees, councilors, officers, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, the Operator's use of the Airport premises, the rights, licenses, or privileges granted the Operator herein, or the acts or omissions of the Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of Authority. The Authority shall give notice to the Operator of any such liability, loss, law suit, claim or demand, and the Operator shall defend same using counsel reasonably acceptable to the Authority. The provisions of this section shall survive the expiration or early termination of this Agreement.
3. Insurance. The Operator shall maintain in force during the Term and any extended term public liability insurance, in comprehensive form, including but not limited to premises/ operations, products/completed operations,

contractual, independent contractors, broad form property damage, personal injury, and automobile liability with any auto, hired autos, and non-owned autos, with such coverage and limits as reasonably may be required by Authority from time to time, but in no event for less than the sum of one million dollars (\$1,000,000.) Insurance shall be issued with an insurer qualified and licensed to do business in the State of Oklahoma. The Operator also shall provide worker's compensation and employer's liability insurance as required by local law.

Concurrent with the execution of this Agreement, the Operator shall provide proof of insurance coverage by providing a certificate of the Operator's insurance coverage, a copy of the declarations page of the insurance policy, and a copy of all endorsements attached thereto, shall provide that (a) insurance coverage shall not be changed in coverage, or reduced in limits without at least thirty (30) days' prior written notice to Authority, or canceled without at least ten (10) days prior written notice, (b) the policy shall be considered primary as regards any other insurance coverage TAIT or Authority may possess, including any self-insured retention or deductive TAIT or Authority may have, and any other insurance coverage TAIT or Authority may possess shall be considered excess insurance only, (c) the limits of liability required therein are on an occurrence basis, and (d) the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured as though a separate policy had been written for each insured or additional insured; however, nothing contained therein shall act to increase the limits of liability of the insurance company.

Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either (a) the Operator shall reduce or eliminate such deductibles or self-insured retentions as respects TAIT, Authority, or the City, and their councilors, trustees, agents, officers, and employees or (b) Operator shall procure a bond equal to the amount of such deductibles or self-insured retentions guaranteeing payment of losses and related investigations, claims administration and defense expenses (including attorneys' fees, court costs and expert fees).

If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, the Operator shall, within fifteen (15) days of receipt of notice from Authority, but in no event later than the effective date of cancellation, change or reduction, provide to Authority a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, Authority may, without further notice, and at its option either (a) exercise Authority's rights as provided in the default provisions of this Agreement, or (b) procure insurance coverage at the Operator's expense whereupon the Operator promptly shall reimburse Authority for such expense.

4. Governing Authorities. The Operator, its officers, agents, servants, employees, contractors, and licensees shall in the performance of this Agreement comply with all present and future laws, ordinances, orders, directives, rules and regulations now or hereinafter promulgated by the United States of America, the State of Oklahoma, the County of Tulsa, the City of Tulsa, TAIT and Authority, their respective agencies, departments, authorities or commissions ("Applicable Law").
 5. Governmental Requirements - General.
 - (a) The Operator shall comply with all Governmental Requirements applicable to the Operator's use of and operation at the Airport. Without limiting the generality of the foregoing, the Operator at all times shall use the Airport in strict accordance with all rules, regulations and security plans that may be imposed by the FAA, TAIT, or Authority with respect to the Airport and the aircraft operations area thereof;
 - (b) The Operator shall procure, maintain and require all its subsidiaries or assignees to procure and maintain during the Term hereof, from all governmental authorities having jurisdiction over the operation of the Operator hereunder, all licenses, franchises, certificates, permits or other authorizations which may be necessary for the performance of this Agreement on the Airport;
 - (c) The Operator shall require its guests and invitees and those doing business with it to comply with all Governmental Requirements relating to the conduct and operation of the Operator's or said guests or invitees business while on the Airport;
 - (d) Operator agrees to observe all security requirements of Federal Aviation Regulations Part 107, (14 C.F.R. Part 107) and the Airport's security plan and its rules and regulations, as the same may be from time to time amended. Operator shall take such steps as may be necessary or directed by the Airport to ensure that its employees, agents and contractors observe these requirements; and
 - (e) Operator agrees to comply in the performance of this Agreement with all applicable environmental laws, statutes, ordinances, regulations and orders, including all rules and regulations adopted by TAIT or Authority relating to protection of the environment.
 6. Taxes. Except as otherwise provided herein, Operator shall pay, or may in good faith contest, on or before their respective due dates, to the appropriate collecting Authority, all federal, state, and local taxes and fees
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which may be levied upon Operator on account of the business being conducted by Operator at the Airport. It is the expressed intent of the parties that this Agreement not be a lease and that this Agreement grant no real property rights or interest to Operator.

7. No Liability for Exercise of Powers. Neither TAIT, nor the City, nor the Authority shall be liable to the Operator for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to TAIT, the City, or Authority in this Agreement or otherwise; the Operator shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with the Operator's rights hereunder so as to constitute a termination of this Agreement by operation of law.
8. Non-Discrimination. The Operator, and its successors in interest, and assigns, as a part of the consideration hereof, does covenant and agree hereby, that (1) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the performance of this Agreement on the grounds of race, color, creed, sex, age, handicap or national origin; and (2) in the furnishing of services hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, creed, sex, age, handicap or national origin.

To the extent applicable to its business, the Operator assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that, on the grounds of race, creed, color, national origin or sex, no person shall be excluded from participating in any employment or contracting activities covered in 14 CFR Part 152, Subpart E. The Operator assures that it will require that its covered suborganizations, to the extent applicable to such suborganizations, provide assurances to the Authority that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E to this same effect.

9. Disadvantaged Business Enterprise. Operator agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 or successor regulation have the maximum opportunity to participate in the Airport Parking System program and available contracts, subcontracts or service agreements. Operator agrees to submit all information necessary for the Authority to determine the eligibility of an individual or firm for certification as a Disadvantaged Business Enterprise ("DBE"). Operator agrees that it will comply with the Airport's Disadvantaged Business Enterprise Program, which Program shall be in accordance with 49 CFR Part 23 or successor regulations as shall apply to Operator as an "Airport Concessionaire". Operator agrees that participation by Disadvantaged Business Enterprises will be in accordance with the goals and objectives of the Airport's Program.

10. American with Disabilities Act. Operator shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act ("ADA"). Any costs of such compliance shall be the responsibility of Operator. Under no circumstances will the Operator conduct any activity which is not in compliance with the ADA.
11. Open Records Act. Operator understands and acknowledges Authority's legal requirements to comply with the Oklahoma Open Records Act (51 O.S. 1991 §24A.1. et. seq.). Operator understands and acknowledges that persons who submit information to public bodies have no right to keep this information from public access nor reasonable expectation that this information will be kept from public access.
12. Wage and Hour. Operator specifically agrees to and warrants the Operator shall comply with all applicable State and Federal laws and/or regulations relating to the wages and hours of its employees.

D. INSURANCE

Operator will maintain the following insurance at all times during the term of this Agreement, in amounts not less than those specified:

1. Comprehensive General Liability: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the laws of the State of Oklahoma and Employers Liability limits of one hundred thousand dollars (\$100,000) per accident.
4. Crime Coverage (Fidelity or Honesty Coverage) for employee dishonesty arising out of the performance of this agreement in an amount not less than fifty thousand dollars (\$50,000).

EXHIBIT "A"

1. Company agrees to inspect and perform the work necessary for the eradication and control of pests, insects and rodents, including but not limited to, rats, mice, roaches, waterbugs, grasshoppers, wasps, and crickets on the at the areas herein specified including eradication of existing infestations and the prevention of effective limitation of reinfestations. Company shall furnish all professional and skilled services, labor tools, equipment supplies, materials and chemicals necessary to accomplish said purposes and upon request furnish MSDS sheets as required by EPA and OSHA. Company shall make inspection and treatment on a regular monthly basis; and if, in the opinion of Authority, additional treatment is necessary or desirable, Company shall make additional service calls when requested by Authority and at all times take such corrective measures as may then be appropriate. All services and inspection shall be under the supervision of an experienced, technically qualified, competent and trained person who shall have general supervision of all aspects of the service performed at each area specified or designated. In performance of this contract, Company shall at all times comply with all applicable laws, rules, and regulations, including but not limited to, all Airport Security regulations and laws or regulations applicable to the use of pesticides and rodenticide.
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2. **PERFORMANCE OF SERVICES** – Company understands that except for certain public areas in the Terminal and General Aviation Building, all of Tulsa International Airport is under strict security regulations. Company shall not send to said airport any person not qualified to pass strict security regulations. No employee of company shall at any time carry any weapon or explosive. Each employee before commencing the performance of any service shall report to the Building Maintenance Manager (currently George Mills 838-5023) or his designated representative, and shall present such identification as said manager may deem necessary. Each such employee may be required to wear a badge or other means of identification. He shall notify said Manager of the area for his proposed work. The Manager shall conduct him to said area, and Company shall be responsible that no employee shall at any time be elsewhere on the restricted area of said airport than as directed and authorized by said Building Maintenance Manager.

Exhibit "A"

3. **TIME OF PERFORMANCE** – All service 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 TAA employees or employees of the facility to be serviced. In even Company intends making inspection or performing service or installation on any particular location at any specified time, and the TAA employee in charge of such location advises Company that said time is inconvenient, Company will arrange to perform such service at such other time as will not interfere with the regular work of the employee of TAA or facility.

Exhibit "A"

1. **Areas Of Work** – Company shall do and perform all of such services and accomplish said results at, in and around the following areas:

TULSA INTERNATIONAL AIRPORT

A. AIR CARRIER TERMINAL BUILDING

1. **Boiler Room**
 - (a) Boiler Room area.
 - (b) Complete tunnel area extending from the Boiler Room through the complete building with the exception of the areas occupied by Concession Air Restaurant.

2. **Ground Floor**
 - (a) Restrooms – storage areas.
 - (b) Main lobby area.
 - (c) Airlines' ticket counter areas.
 - (d) All storage areas.

3. **A Concourse and B Concourse**
 - (a) Upper level.
 - (b) Lower level.
 - (c) All storage rooms, offices, mop closets, and restroom areas. All airline arrival and departure areas and complete hallways of both concourses, with exception of Concession Air snackbars.
 - (d) Barber Shop area.

4. **Center Terminal Area**
 - (a) All offices, executive offices, rental offices, restrooms and storage areas with exception of areas occupied by Concession Air Restaurant.
 - (b) Car Rental booths.

5. **Baggage Claim Buildings – A and B Concourses**
 - (a) Upper level.
 - (b) Lower level.
 - (c) All storage rooms, offices, mop closets and restrooms.
 - (d) Outgoing luggage areas.

6. **All other Areas Housed in the Air Carrier Terminal**

B. PERIMETER OF TERMINAL BUILDING

Complete treating of the outside perimeter of the Air Carrier Terminal Building to assist in controlling the seasonal invasion of outside insects such as, but not limited to, crickets and grasshoppers.

C. GENERAL AVIATION TERMINAL BUILDING

General pest control service for the General Aviation Terminal Building located at the Northeast corner of North Sheridan Road and Apache Street.

D. AIR TRAFFIC CONTROL TOWER

General pest control service, including seasonal wasp control service.

E. CRASH/FIRE/RESCUE AREA – AARF BUILDING

F. RECEIVING WAREHOUSE BUILDINGS

G. U.S. CUSTOMS BUILDING

H. TOLL PLAZA (AMERICAN PARKING) BUILDING

I. ADDITIONS AND DELETIONS

Areas may be added or deleted at any time. Bids shall include amount per square foot.

Fogging at any area where problems may be consistent will be accomplished as directed. The contractor shall have a business telephone where her can be reached if and when problems occur. **Contractor must respond** to calls of complaints within twenty-four (24) hours after receiving notification.

Contract for this service shall be for one (1) year period, with a two (2) year renewal option.

An escalation and de-escalation clause shall be in effect for each of the two (2) year renewal options; any escalation or de-escalation of prices shall be based according to the Price Adjustment Option supplied with bid.

Upon award, contractor shall provide a schedule of all work to be performed under this contract before the contract will take effect.

Contractor will utilize this schedule as the work is being performed. This schedule **must** be signed and dated at each facility by City personnel indicating the work was performed. Said schedule to be attached to monthly invoice. If all areas have not been signed off as work performed, payment will be delayed or unapproved for payment.