

**CITY OF OPELIKA  
PURCHASING DEPARTMENT**

**INVITATION TO BID**

**LILLIE FINLEY  
PURCHASING-REVENUE MANAGER  
OFFICE: (334)705-5121  
FAX: (334)705-5128**

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**BID DATA**

**BID NUMBER:** 16029  
**COMMODITY TITLE:** Pest Control Services  
**USER DEPARTMENT:** All City Departments  
**BUYER:** Lillie Finley  
**BUYER TELEPHONE:** (334) 705-5121  
**ISSUE DATE:** July 26, 2016

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**BID OPENING**

**DAY/DATE:** August 22, 2016  
**TIME:** 2:00 PM  
**LOCATION:** City Hall Conference Room  
**MAILING ADDRESS:** City of Opelika  
Purchasing Department  
PO Box 390  
Opelika AL 36803-0390

The City of Opelika Purchasing Department will receive sealed bids for a **contract to provide monthly Pest Control Services** as per the attached specifications for the City of Opelika. Bids must be received by **2:00 PM on August 22, 2016** at which time they will be opened and read aloud. Late bids will not be considered nor returned.

**BIDS MAY BE MAILED TO:**  
City of Opelika  
Purchasing Department  
PO Box 390  
Opelika, AL 36803-0390

**BIDS MAY BE DELIVERED TO:**  
City of Opelika of Opelika  
Purchasing Department  
204 S. 7<sup>th</sup> Street  
Opelika, AL 36801

## **PART ONE GENERAL TERMS AND INSTRUCTIONS**

### **SECTION I TERMS AND CONDITIONS**

- 1.1 All bids submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 The equipment furnished under these specifications shall be the latest improved model in current, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under these specifications shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE, UNLESS SPECIFICALLY STATED OTHERWISE IN THE SPECIFICATIONS.
- 1.3 The City reserves the right to cancel or make null and void, any purchase order, if delivery cannot be made on the specified delivery date.
  - 1.3.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.4 All items shall be delivered F.O.B. destination. Delivery costs and charges shall be included in the bid, unless otherwise stated in the specifications or proposal.
- 1.5 The name and manufacturer, trade name, manufacturer or vendor catalog number mentioned in the specifications and proposal sheet is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceed the quality of the specifications listed for any items unless, otherwise stated in the specifications or proposals.
- 1.6 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped and self addressed envelope with their bid.
- 1.7 Bid awards are not official until a purchase order is issued or the Purchasing Department notified the successful vendor in writing.
- 1.8 **By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision**

**shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.**

**1.9 Vendors not listed on the City bid list shall submit with their bid a completed W-9 form (attached).**

## **SECTION II SUBMISSION OF BID**

- 2.1 Bids received after the designated date and time will not be opened nor returned.
- 2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelope. Envelopes shall be marked in the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the bid must sign all bids in order to be considered.
- 2.6 Bid documents shall be submitted, in DUPLICATE, to the City of Opelika, Purchasing Department.**
- 2.7 Bids, which show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.9 Bidder shall submit with bid, the latest printed literature and detailed specifications on equipment they propose to furnish. This literature is for informational purpose only and shall be used to help determine a product's compliance with specifications.**
- 2.10 No change in work shall be performed without a written change order being prepared and approved by the City of Opelika.

## **SECTION III BID EVALUATION**

- 3.1 The City reserves the right to evaluate all bids, waive any technicalities or informalities, reject any and/or bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.
- 3.2 The bid evaluation will be made on the following criteria:
  - 3.2.1 Bid price
  - 3.2.2 Compliance with specifications
  - 3.2.3 Ability to deliver product or service
  - 3.2.4 Prompt pay discount, if offered, and meeting requirements of \*\*Section 3.4

3.2.5 Availability of warranty service and parts

3.2.6 Delivery date

- 3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items being purchased nor increase the estimated maintenance and repair cost to the City.
- 3.4 In order for a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive discount shall be 15 days after the receipt of a correct invoice.
- 3.5 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.
- 3.6 Unless clearly shown on the bid that it is the intent a reduced total price is being offered on the basis of receiving an award of all items covered by the total, and totals should be the actual sum of the extension of unit prices; otherwise, in the event of any discrepancy between a unit price(s), extended price(s) and/or total price(s), unit price shall govern and the bid will be refigured accordingly.
- 3.7 Alabama Bid Law allows a Local Preference to a responsible bidder and having a place of business in the county or the Standard Metropolitan Statistical Area if the bid is no more than 5% greater than the bid of the lowest responsible bidder. The City shall be the sole judge as to an item meeting or exceeding the specifications.
- 3.8 The City shall be the sole judge as to an item meeting or exceeding the specifications.
- 3.9 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Alabama or United State law.

#### **SECTION IV BILLING AND PAYMENT**

- 4.1 The vendor shall submit a correct invoice to:

City of Opelika  
Accounting Department  
PO Box 390  
Opelika, AL 36803-0390

- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.
- 4.2.1 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination when final inspection and acceptance are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.

## **SECTION V ESCALATION CLAUSE**

- 5.1 The bid price stated shall be for all purchases under this contract. Price increases from the manufacturer to the successful vendor may be passed on during the life of this contract, ONLY when the following conditions are met:
  - 5.1.1 The successful vendor must submit a current manufacturer's price list stating such increase.
  - 5.1.2 Notification to the Purchasing Department of price increase, along with proof of price increase from the manufacturer shall be provided to the Purchasing Department PRIOR to any increase being approved.
  - 5.1.3 Failure to comply with above requirements shall deem the prices to be in effect for the entire life of the contract.
  - 5.1.4 Any price reduction from the manufacturer shall also be passed on the City of Opelika automatically.
  - 5.1.5 The City of Opelika reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on the specified delivery date.
  - 5.1.6 In case of default by the vendor, the City may procure the services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

## **SECTION VI ADDENDA AND INTERPRETATIONS**

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

## **SECTION VI CONTRACT PERIOD**

- 7.1 Bids submitted in response to this invitation shall be firm for a one-year period. Contract period shall begin immediately upon award and end August 31, 2017. Upon mutual agreements, this contract may be extended for two additional years in one-year increments.
- 7.2 The City may terminate this contract with a thirty (30) day written notice for unsatisfactory service, or inferior product performance.

## **SECTION VIII INSURANCE**

- 8.1 Unless otherwise required by Special Conditions of this Invitation to Bid, if a contract is awarded, the successful bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, comprehensive Automobile Liability insurance, and Workman's Compensation insurance with limits of not less than those set forth below.
  - 8.1.1 Comprehensive General Liability Insurance; Liability limits of a minimum of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.
  - 8.1.2 Comprehensive Automobile Liability Insurance: Liability limits of a minimum \$1,000,000.00 any one accident.
  - 8.1.3 Workman's Compensation Insurance: Statutory coverage.

- 8.2 The bidder shall provide the City with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the City be given at least 30 days' prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder shall provide Certificates of Insurance before commencing work in connection with the contract.
- 8.3 The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.
- 8.4 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

**PART TWO  
SPECIFICATIONS  
ITB #16029  
PEST CONTROL SERVICES**

**SCOPE OF SERVICES**

Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population suppression at the City of Opelika premises covered by this contract.

The contractor shall furnish all labor, tools, materials, and equipment necessary to accomplish the full treatment pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

Full treatment pest control services shall include the inspection and treatments for rats, mice, cockroaches, ants, moths, and silverfish plus any other pests not specifically mention in this bid. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by City personnel, the Contractor shall respond within 24 hours after notification to correct the situation. This contract does not include termite control services.

When necessary to install rodent bait boxes, the Contractor shall supply a written report to the City, which indicates the box location, date of installation, and removal.

The Contractor shall perform services during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service. Sites requiring normal hours' service are designated on the Pricing Schedule.

The Contractor shall coordinate all work with the City of Opelika Building and Maintenance Manager for the area being treated and with an inspection and service schedule at the start of the treatment program. Any deviation from this schedule is to be reported immediately to the affected department. A City representative shall sign a service ticket to authenticate that services were performed for each building. A copy of this signed statement must be included with each monthly invoice.

**CONTRACTOR RESPONSIBILITY**

The Contractor shall be responsible for implementation of the pest control programs required by this contract. The Contractor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control program required by this contract.

The Contractor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by the contract are located.

The contractor shall report to the Building and Maintenance Manager any evidence or conditions conducive to pest infestation, which are or not covered in the contract, at the time such conditions are first noticed.

The Contractor shall provide one call-back service per month per facility at no additional charge to City of Opelika. Call back service will be requested by the City of Opelika when previous treatment fails to control the pests specified herein.

All insecticides, rodenticides, and bait stations shall be removed from the premises covered by this contract at its conclusion. Written certification of such removals shall be submitted to the Facilities Manager.

Contractor shall provide their personnel with an identification tag and/or uniform with the company name visibly worn at all times while on City property.

Contractor shall perform monthly pest control service by providing for the inspection, identification of infestations and control measures at 30-day intervals to prevent, control or eliminate infestations. Contractor shall have a sufficient number of technicians to adequately perform services to all buildings in a timely manner.

An inspection/service report shall be submitted monthly to the Building Maintenance Manager of the City of Opelika.

## **PESTICIDE PRODUCTS**

No pesticide shall be used in any pesticide program required by this contract in any manner inconsistent with its labeling. All pesticides used in the pest control programs covered by this contract shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to.

## **PEST CONTROL**

The contractor shall be licensed by the State of Alabama to provide pest control in the categories specified in this contract. All work shall be done under the superintendence of a State certified, responsible and individual, in accordance with Federal State and local laws and requirements. All pesticides shall be procured, processed, handled, and applied in strict accordance with the manufacturer's label, which shall be registered with the Environmental Protection Agency and applicable State Lead Agency for enforcement of the Federal Insecticide, fungicide, and Rodenticide Act. Contractor shall be responsible for providing all Material Data Safety Sheets for each chemical and/or product, which will be used on City property to the Building Maintenance Manager before service begins.

## **REFERENCES**

**Bidders shall submit, with the bid, the name, and address telephone number and point-of-contact of at least three firms, for which the bidder provided commercial pest control services within the preceding 24 months. Information must be submitted with bid!**

## **LOCATIONS**

The location of facilities is specified in the solicitation. The City may add or delete facilities serviced under the purchase order. The City will provide the contractor ten days' written notice of any additional facilities to be serviced within the same area or region. Additional facilities will be added at the same monthly rate of similar facility covered under the contract.

**Bidders may make appointments to view buildings by contacting each Department listed below prior to the bid opening. For a phone listing of these Departments, the bidder may contact the Purchasing Department.**

All work shall be performed during normal work hours (8:00 AM – 3:30 PM) Monday through Friday, excluding holidays observed by the City.

**PART THREE  
 BID FORM  
 ITB #16029  
 PEST CONTROL SERVICES**

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for Bidders and that their bid is made with full knowledge of the kind, quality, and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. The undersigned offers and agrees, if this bid is accepted, within FORTY-FIVE (45) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item delivered at the designated point(s) within the time specified. **PLEASE SUBMIT BIDS IN DUPLICATE AS REQUESTED IN SECTION II, ITEM 2.6**

<b>BUILDING</b>	<b>LOCATION</b>	<b>MONTHLY COST</b>
City Hall	204 S. 7 <sup>th</sup> Street	\$ _____
City Attorney	205 S. 6 <sup>th</sup> Street	\$ _____
Police Department	501 S. 10 <sup>th</sup> Street	\$ _____
Cooper Library	200 S. 6 <sup>th</sup> Street	\$ _____
Fire Dept. Administration	1015 Avenue B	\$ _____
Fire Dept. #3	1900 Palin Avenue	\$ _____
Fire Dept. #2	1990 Pepperell Parkway	\$ _____
Fire Dept. #4	200 Lake Condry Road	\$ _____
Fire Training Center	1601 Talladega Street	\$ _____
Light and Power	600 Fox Run Parkway	\$ _____
Light and Power (W'house)	600 Fox Run Parkway	\$ _____
Parks & Rec	1102 Denson Drive	\$ _____
Parks & Rec (Tennis Center)	900 Calhoun Drive	\$ _____
Parks & Rec (Covington)	213 Carver Avenue	\$ _____
Parks & Rec (Sportsplex)	1001 Andrews Road	\$ _____
Parks & Rec	1474 Lee Rd 148 Springvilla Lodge	\$ _____
Parks & Rec	1474 Lee Rd 148 Springvilla Trailer	\$ _____
Parks & Rec	Springvilla Caretaker's House	\$ _____
Solid Waste	700 Fox Trail	\$ _____
Total Bid		\$ _____

Delivery Information: Delivery shall be made within \_\_\_\_\_ calendar days after receipt of purchase order.

Discounts will be allowed for prompt payment: \_\_\_\_\_percent, 10 calendar days  
\_\_\_\_\_percent, 15 calendar days  
\_\_\_\_\_percent, 20 calendar days  
\_\_\_\_\_Net 30

COMPANY SUBMITTING BID: \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS

\_\_\_\_\_  
TYPED NAME AND TITLE OF SIGNER

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

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

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

**ANTI-COLLUSION STATEMENT**

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
BY (PRINTED)

\_\_\_\_\_  
BY (SIGNATURE)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_

**BID NO.: 16029**  
**STATEMENT OF NO BID/PROPOSAL**

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

\_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only.

\_\_\_\_\_ Specifications are unclear (explain below)

\_\_\_\_\_ We are unable to meet specifications.

\_\_\_\_\_ Insufficient time to respond to the Request for Proposal.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ We are unable to meet bond requirements.

\_\_\_\_\_ We are unable to meet insurance requirements.

\_\_\_\_\_ We do not offer this product or service.

\_\_\_\_\_ Remove us from your proposers list for this commodity or service.

\_\_\_\_\_ Other (specify below).

REMARKS \_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)