



State of Oklahoma
Department of Central Services
Procurement Division

Solicitation

1. Solicitation #: 5800000509

2. Solicitation Issue Date: June 10, 2009

3. Brief Description of Requirement:

Pest Control Services

4. Response Due Date¹: June 25, 2009

Time: 4.00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

Department of Central Services - Procurement Division

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

6. Solicitation Type (check one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Requesting Agency: DCS - Facilities Management

8. Contracting Officer:

Name: Keith Hicks

Phone: (405) 522-3790

Email: keith_hicks@dcs.state.ok.us

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² Use "Location" for courier or personal deliveries, and "Mailing Address" for USPS



**State of Oklahoma
Department of Central Services
Procurement Division**

Responding Bidder Information

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

1. **RE: Solicitation #** 5800000509

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. **Bidder Contact Information:**

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

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

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

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

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.oid.state.ok.us/FAQ/WorkersComp.pdf>



**State of Oklahoma
Department of Central Services
Procurement Division**

**Certification for Competitive
Bid and Contract
(Non-Collusion Certification)**

In accordance with 74 O.S. § 85.22, a certification shall be included with any competitive bid or contract submitted to the State for goods or services.

Solicitation #: 580000509

A. For purposes of competitive bid or contract, I certify:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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

Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

GENERAL PROVISIONS

1. DEFINITIONS

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

- 1.1. "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- 1.2. "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- 1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- 1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- 1.5. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

2. BID SUBMISSION

- 2.1. Submitted bids shall be in strict conformity with the instructions to bidders, and shall be submitted with any other forms completed as required by the solicitation.
- 2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- 2.3. The required certification statement, "Certification for Competitive Bid and Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- 2.4. All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- 2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

3. SOLICITATION AMENDMENTS

- 3.1. If an amendment is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- 3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- 3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to acquire any amendment documents required to complete a solicitation.

4. BID CHANGE

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

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

By submitting a response to this solicitation:

- 5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - 5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - 5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or

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

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

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

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

6. BID OPENING

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

7. BIDS SUBJECT TO PUBLIC DISCLOSURE

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

8. LATE BIDS

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

9. LEGAL CONTRACT

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

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

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

10. PRICING

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

10.2. Bidders guarantee unit prices to be correct.

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

11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

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

12. CLARIFICATION OF SOLICITATION

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

13. REJECTION OF BID

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

14. AWARD OF CONTRACT

- 14.1. The procuring agency may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the procuring agency to be in the best interest of the State of Oklahoma.
- 14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- 14.3. As required by State law, 74 O.S. § 85.42.B, the successful bidder will be required to properly execute and return to the procuring agency prior to the award of the contract, the "Supplier Contract Affidavit", DCS-FORM-CP-079, to certify that no person who has been involved in any manner in the development of that contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract. FAILURE TO SUBMIT THE AFFIDAVIT WILL RESULT IN THE NULLIFICATION OF THE CONTRACT AWARD. The affidavit must be made out in the name of the bidder and must be properly executed by an authorized person, and notarized, with full knowledge and acceptance of all its provisions. Bidders who wish to review DCS-CP-FORM-079, prior to submitting the solicitation response, may visit DCS' website at www.dcs.ok.gov.
- 14.4. In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

15. CONTRACT MODIFICATION

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

16. DELIVERY, INSPECTION AND ACCEPTANCE

- 16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- 16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

17. INVOICING AND PAYMENT

- 17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- 17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

18. TAX EXEMPTION

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

19. AUDIT AND RECORDS CLAUSE

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

20. NON-APPROPRIATION CLAUSE

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

21. CHOICE OF LAW

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

22. CHOICE OF VENUE

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

23. TERMINATION FOR CAUSE

- 23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- 23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the procuring agency determines that an administrative error occurred prior to Contract performance.
- 23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

24. TERMINATION FOR CONVENIENCE

- 24.1.** The State may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the State's best interest. The procuring agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the procuring agency.
- 24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

25. INSURANCE

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

26. EMPLOYMENT RELATIONSHIP

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

27. COMPLIANCE WITH APPLICABLE LAWS

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

28. SPECIAL PROVISIONS

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



SOLICITATION REQUEST

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

Request Quote ID.	Date	Buyer	Page
5800000509	05/06/2009	Keith Hicks	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	06/10/2009 03:36 PM	06/25/2009 04:00 PM	

Requisition Number Reference: From Req ID - 5800001407

Department of Central Services
 DEPARTMENT OF CENTRAL SERVICES
 2401 N LINCOLN, WILL ROGERS BLDG
 OKLAHOMA CITY OK 73105

Ship To: See Detail Below
Bill To: DEPARTMENT OF CENTRAL SERVICES
 ACCOUNTING DIVISION
 PO BOX 53488
 OKLAHOMA CITY OK 731123488

Vendor: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Line	Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost
1	091059 Capitol (4001): Pest control DEPARTMENT OF CENTRAL SERVICES FACILITIES SERVICES 2300 N LINCOLN, RM B-28A STATE CAPITOL B OKLAHOMA CITY OK 73105	12	MOR		

Capitol (4001): Monthly General Pest
FY 10

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

Lead Time: _____

Supplier Remarks:

2	091059 Thorpe (4002): Pest control DEPARTMENT OF CENTRAL SERVICES JIM THORPE BLDG 2101 N LINCOLN BLVD OKLAHOMA CITY OK 73105	12	MOR		
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Thorpe (4002): Monthly General Pest
FY 10

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

Lead Time: _____

Supplier Remarks:

3	091059 Library (4005): Pest control	12	MOR		
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This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature



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Department of Central Services
DEPARTMENT OF CENTRAL SERVICES
2401 N LINCOLN, WILL ROGERS BLDG
OKLAHOMA CITY OK 73105

Request Quote ID.	Date	Buyer	Page
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Payment Terms	DateTime Quote Open	Closing	
0 Days	06/10/2009 03:36 PM	06/25/2009 04:00 PM	

Requisition Number Reference: From Req ID - 5800001407

Ship To: See Detail Below
Bill To: DEPARTMENT OF CENTRAL SERVICES
ACCOUNTING DIVISION
PO BOX 53488
OKLAHOMA CITY OK 731123488

Vendor: NAME _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Line	Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost
	DEPARTMENT OF CENTRAL SERVICES DEPT OF LIBRARIES 200 NE 18TH STREET OKLAHOMA CITY OK 73105				

Library (4005): Monthly General Pest
FY 10**Freight Terms:** FOB DEST **Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

4	091059 Courts (4009): Pest control	12	MOR		
	DEPARTMENT OF CENTRAL SERVICES DENVER DAVISON CTS 1915 N STILES OKLAHOMA CITY OK 73105				

Courts (4009): Monthly General Pest
FY 10**Freight Terms:** FOB DEST **Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

5	091059 Agriculture (4011): Pest control	12	MOR		
	DEPARTMENT OF CENTRAL SERVICES AGRICULTURE BLDG 2800 N LINCOLN BLVD OKLAHOMA CITY OK 73105				

Agriculture (4011): Monthly General Pest
FY 10**Freight Terms:** FOB DEST **Ship Via:** COMMON

Lead Time: _____

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Authorized Signature



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

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 ACCOUNTING DIVISION
 PO BOX 53488
 OKLAHOMA CITY OK 731123488

Vendor: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Line	Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost

6 091059 12 MOR
 Attorney General (4016):
 Pest control
 DEPARTMENT OF CENTRAL SERVICES
 ATTORNEY GENERAL BUILDING
 313 NE 21ST STREET
 OKLAHOMA CITY OK 73105

Attorney General (4016): Monthly General Pest
 FY 10

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

Lead Time: _____

Supplier Remarks:

7 091059 12 MOR
 DHS (4025): Pest control
 DEPARTMENT OF CENTRAL SERVICES
 SEE BELOW
 OK

DHS (4025): Monthly General Pest
 FY 10

Ship To: 50 NE 23rd
 Oklahoma City, OK 73105

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

Lead Time: _____

Supplier Remarks:

8 091059 12 MOR
 OSF/DP (4026): Pest
 control

Supplier Remarks:

This is NOT AN ORDER

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Authorized Signature



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 ACCOUNTING DIVISION
 PO BOX 53488
 OKLAHOMA CITY OK 731123488

Vendor: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	DEPARTMENT OF CENTRAL SERVICES SEE BELOW OK				

Supplier Responses

OSF/DP (4026): Monthly General Pest
FY 10

Ship To: 2209 N. Central
Oklahoma City, OK 73105

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

Lead Time: _____

Supplier Remarks:

9	091059 Treasurer (4026): Pest control DEPARTMENT OF CENTRAL SERVICES SEE BELOW OK	12	MOR		
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Treasurer (4026): Monthly General Pest
FY 10

Ship To: 2211 N. Central
Oklahoma City, OK 73105

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

Lead Time: _____

Supplier Remarks:

10	091059 Will Rogers (4600): Pest control	12	MOR		
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Authorized Signature



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Request for Proposal

Request for Bid

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Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost	Supplier Responses
	DEPARTMENT OF CENTRAL SERVICES WILL ROGERS BLDG 2401 N LINCOLN BLVD OKLAHOMA CITY OK 73105					

Will Rogers (4600): Monthly General Pest
FY 10

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

Lead Time: _____

Supplier Remarks:

11	091059 Sequoyah (4700): Pest control	12	MOR			
	DEPARTMENT OF CENTRAL SERVICES SEQUOYAH BLDG 2400 N LINCOLN BLVD OKLAHOMA CITY OK 73105					

Sequoyah (4700): Monthly General Pest
FY 10

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

Lead Time: _____

Supplier Remarks:

12	091059 Banking (4800): Pest control	12	MOR			
	DEPARTMENT OF CENTRAL SERVICES SEE BELOW OK					

Banking (4800): Monthly General Pest
FY 10

Ship To: 2900 N. Lincoln Blvd. Oklahoma City, OK 73105

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

Lead Time: _____

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature



SOLICITATION REQUEST

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

Department of Central Services
 DEPARTMENT OF CENTRAL SERVICES
 2401 N LINCOLN, WILL ROGERS BLDG
 OKLAHOMA CITY OK 73105

Request Quote ID.	Date	Buyer	Page
5800000509	05/06/2009	Keith Hicks	6
Payment Terms	DateTime Quote Open	Closing	
0 Days	06/10/2009 03:36 PM	06/25/2009 04:00 PM	

Requisition Number Reference: From Req ID - 5800001407

Ship To: See Detail Below
Bill To: DEPARTMENT OF CENTRAL SERVICES
 ACCOUNTING DIVISION
 PO BOX 53488
 OKLAHOMA CITY OK 731123488

Vendor: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
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13 091059 12 MOR
 Connors (5100): Pest control
 DEPARTMENT OF CENTRAL SERVICES
 M.C. CONNORS BUILDING
 2501 N LINCOLN
 OKLAHOMA CITY OK 73105

Connors (5100): Monthly General Pest
 FY 10

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

Lead Time: _____

Supplier Remarks:

14 091059 12 MOR
 Hodge (5200): Pest control
 DEPARTMENT OF CENTRAL SERVICES
 O C I A - OLIVER HODGE BLDG
 2500 N LINCOLN
 OKLAHOMA CITY OK 73105

Hodge (5200): Monthly General Pest
 FY 10

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

Lead Time: _____

Supplier Remarks:

15 091059 12 MOR
 DOT (5300): Pest control

This is NOT AN ORDER

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 DEPARTMENT OF CENTRAL SERVICES
 2401 N LINCOLN, WILL ROGERS BLDG
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5800000509	05/06/2009	Keith Hicks	7
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0 Days	06/10/2009 03:36 PM	06/25/2009 04:00 PM	

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Ship To: See Detail Below
Bill To: DEPARTMENT OF CENTRAL SERVICES
 ACCOUNTING DIVISION
 PO BOX 53488
 OKLAHOMA CITY OK 731123488

Vendor: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	DEPARTMENT OF CENTRAL SERVICES DOT MAINTENCE SHOP 200 NE 21ST STREET, G1 OKLAHOMA CITY OK 73105				

Supplier Responses

DOT (5300): Monthly General Pest
 FY 10

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

Lead Time: _____

Supplier Remarks:

16	091059 DOT Central Garage (5300): Pest control DEPARTMENT OF CENTRAL SERVICES DOT MAINTENCE SHOP 200 NE 21ST STREET, G1 OKLAHOMA CITY OK 73105	12	MOR		
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DOT Central Garage (5300): Monthly General Pest
 FY 10

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

Lead Time: _____

Supplier Remarks:

17	091059 Kerr-Tulsa (5400): Pest control DEPARTMENT OF CENTRAL SERVICES ROBERT S KERR BLDG 440 S HOUSTON, ROOM 6 TULSA OK 74127	12	MOR		
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Kerr-Tulsa (5400): Monthly General Pest
 FY 10

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

Lead Time: _____

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

Department of Central Services
 DEPARTMENT OF CENTRAL SERVICES
 2401 N LINCOLN, WILL ROGERS BLDG
 OKLAHOMA CITY OK 73105

Request Quote ID.	Date	Buyer	Page
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Payment Terms	DateTime Quote Open	Closing	
0 Days	06/10/2009 03:36 PM	06/25/2009 04:00 PM	

Requisition Number Reference: From Req ID - 5800001407

Ship To: See Detail Below
Bill To: DEPARTMENT OF CENTRAL SERVICES
 ACCOUNTING DIVISION
 PO BOX 53488
 OKLAHOMA CITY OK 731123488

Vendor: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Line	Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost

18	091059 Edmondson-Tulsa (5400): Pest control	12	MOR		
DEPARTMENT OF CENTRAL SERVICES ROBERT S KERR BLDG 440 S HOUSTON, ROOM 6 TULSA OK 74127					

Edmondson-Tulsa (5400): Monthly General Pest
 FY 10

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

Lead Time: _____

Supplier Remarks:

19	091059 Support (4015): On Call Pest control	10	EA		
DEPARTMENT OF CENTRAL SERVICES FACILITIES SERVICES 2401 N LINCOLN, WILL ROGERS BLDG, STE 106 OKLAHOMA CITY OK 73105					

Support (4015): General Pest On Call
 FY 10

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

Lead Time: _____

Supplier Remarks:

20	091059 Capitol (4001): Feral Pigeon Pest control	12	MOR		
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Supplier Remarks:

This is NOT AN ORDER

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Ship To: See Detail Below
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 ACCOUNTING DIVISION
 PO BOX 53488
 OKLAHOMA CITY OK 731123488

Vendor: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	DEPARTMENT OF CENTRAL SERVICES FACILITIES SERVICES 2300 N LINCOLN, RM B-28A STATE CAPITOL B OKLAHOMA CITY OK 73105				

Supplier Responses

Capitol (4001): Monthly Feral Pigeon
 FY 10

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

Lead Time: _____

Supplier Remarks:

21	091059 Support (4015): On Call Feral Pigeon Pest control DEPARTMENT OF CENTRAL SERVICES FACILITIES SERVICES 2401 N LINCOLN, WILL ROGERS BLDG, STE 106 OKLAHOMA CITY OK 73105	20	EA		
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On Call Feral Pigeon
 FY 10

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

Lead Time: _____

Supplier Remarks:

22	091059 Support (4015): Termite Bait Stations Pest control	20	EA		
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Authorized Signature



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ACCOUNTING DIVISION
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OKLAHOMA CITY OK 731123488

Vendor: NAME _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	DEPARTMENT OF CENTRAL SERVICES FACILITIES SERVICES 2401 N LINCOLN, WILL ROGERS BLDG, STE 106 OKLAHOMA CITY OK 73105				

Supplier Responses

Termite Bait Stations
FY 10

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

Lead Time: _____

Supplier Remarks:

23	091059 Support (4015): Termite Bait Stations Service Pest control	10	EA		
	DEPARTMENT OF CENTRAL SERVICES FACILITIES SERVICES 2401 N LINCOLN, WILL ROGERS BLDG, STE 106 OKLAHOMA CITY OK 73105				

Termite Bait Stations Service
FY 10

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

Lead Time: _____

Supplier Remarks:

24	091059 Central Printing (2300001): Pest control	12	MOR		
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This is NOT AN ORDER

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Authorized Signature



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

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5800000509	05/06/2009	Keith Hicks	11
Payment Terms	DateTime Quote Open	Closing	
0 Days	06/10/2009 03:36 PM	06/25/2009 04:00 PM	

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Bill To: DEPARTMENT OF CENTRAL SERVICES
 ACCOUNTING DIVISION
 PO BOX 53488
 OKLAHOMA CITY OK 731123488

Vendor: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	DEPARTMENT OF CENTRAL SERVICES CENTRAL PRINTING DIVISION 2120 NE 36TH STREET OKLAHOMA CITY OK 73111				

Supplier Responses

Central Printing (2300001): Monthly General Pest
 FY 10

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

Lead Time: _____

Supplier Remarks:

25	091059 Fleet Gas Station (2502500): Pest control DEPARTMENT OF CENTRAL SERVICES FLEET MANAGEMENT DIVISION 2307 NORTH CENTRAL OKLAHOMA CITY OK 73105	12	MOR		
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Fleet Gas Station (2502500): Monthly General Pest
 FY 10

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

Lead Time: _____

Supplier Remarks:

26	091059 Central Printing (2300001): On Call Pest control	5	EA		
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Authorized Signature



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OKLAHOMA CITY OK 731123488

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Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	DEPARTMENT OF CENTRAL SERVICES CENTRAL PRINTING DIVISION 2120 NE 36TH STREET OKLAHOMA CITY OK 73111				

Supplier Responses

Central Printing (2300001): On Call General Pest
FY 10

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

Lead Time: _____

Supplier Remarks:

27	091059 Fleet Gas Station (2502500): On Call Pest control	5	EA		
	DEPARTMENT OF CENTRAL SERVICES FLEET MANAGEMENT DIVISION 2307 NORTH CENTRAL OKLAHOMA CITY OK 73105				

Fleet Gas Station (2502500): On Call General Pest
FY 10

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

Lead Time: _____

Supplier Remarks:

COMMENTS:
Contract Period: 07/01/09 thru 06/30/10
Agreement Period: 07/01/09 thru 06/30/14

See attached specifications.

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

Indefinite Quantity Contract

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

Pest Control Services Contract

Table of Contents

Section 1.0	Statement of Needs
Section 2.0	Definitions
Section 3.0	Contractor's Requirements
Section 4.0	Inspection/Quality/Reporting Requirements
Section 5.0	Terms and Conditions
Section 6.0	Invoicing
Section 7.0	Project Locations & Contacts
Section 8.0	Unit Prices

1.0 Statement of Needs

- 1.1 The purpose of this acquisition is to establish an Integrated Pest Management Program (IPMP) for the control of pests; such as rats, mice, ants, silverfish, scorpions, spiders, moths, carpet beetles, fleas, ticks, all other common pests, and feral pigeons and termites.

2.0 Definitions

- 2.1 Agency: The entity for which the contract has been issued.
- 2.2 Contract: This contract, any addendum to this contract and the Contractor's proposal submitted in response to this contract and the DCS Notice of Award.
- 2.3 DCS: Department of Central Services
- 2.4 OFM: Office of Facilities Management, division of DCS utilizing contract.
- 2.5 State: State of Oklahoma
- 2.6 Emergency is any condition(s), which is a threat to health, welfare, or the safety of people and/or property, or a condition that will affect an essential service(s) as determined by DCS.
- 2.7 Overtime/Trouble/Repair Calls: Calls for service or repair that are made before 8:00 a.m. or after 5:00 p.m.
- 2.8 Shall: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement shall result in a vendor performance quality report being filed and shall be a factor in future contracting award decisions.

3.0 Contractor's Requirements

- 3.1 SITE INSPECTIONS: Site inspections may be conducted at the bidder's discretion. This is to allow Contractors to thoroughly familiarize themselves with the working conditions and locations of the buildings. The employees will not be able to answer questions during site visits. The site visit will be conducted on **June 16, 2009 at 9am** at 2501 N. Lincoln Blvd. Oklahoma City, OK 73105, 1st Floor, enter from the east side of the Connors Building. Questions must be submitted in writing to the contracting officer by **June 18, 2009 by 4:00p.m.**
- 3.2 GENERAL: Contractors shall follow the requirements of the contract bidding documents issued by DCS.
- 3.3 DCS reserves the right to have any employee of the Contractor removed from the job site and replaced if they are not compliant with contractual requirements of Section 3.0.
- 3.4 Contractor shall furnish and provide all tools, equipment, materials and labor required to fulfill this contract as specified unless otherwise authorized as per Section 6.10.
- 3.5 There are no guaranteed minimum hours of work under this contract. Hours paid under this contract shall be for productive hours at the job site.
- 3.6 Upon arrival at building, the Contractor shall, at an area designated by DCS, sign in before work is to start and sign out when work is completed on a daily basis. When leaving the site, the Contractor shall report to the designated DCS contact person.

- 3.7 Upon completion of work the Contractor shall provide a work ticket to the DCS Building Manager indicating services performed.
- 3.8 Upon request, the Contractor shall provide written letterhead quotes on all projects except emergencies for budgeting and funding considerations.
- 3.9 If the Contractor is unable to respond to the needs of DCS for any reason, DCS reserves the right to call in another Contractor to perform the work required at that time.
- 3.10 On an as needed basis, request may be made for additional service by DCS.
- 3.11 APPLICATION AND MATERIAL: All chemicals/devices must be applied according to label directions.
- 3.12 A copy of a complete set of Material Safety Data Sheets (MSDS) and a copy of a current label for all chemicals used in the building must be submitted to address in Section 6.2 to be kept on file.
- 3.13 Any change in application procedure or chemical/devices must be approved by DCS prior to going into effect. Should a change in chemical/devices or application procedure take place, a new MSDS and label shall be submitted to address in Section 6.2 and the new application procedure noted on the service ticket prior to the application of the chemical.
- 3.14 Applicators shall take special precautions to eliminate the possibility of contamination to humans, domestic animals, food or food preparation surfaces, utensils/equipment, etc.
- 3.15 MONTHLY SERVICES: Each monthly service shall consist of the following:
- 3.16.1 Service shall include spraying of all snack bar areas, rest rooms, break rooms, kitchen areas, building entryways (inside & out), common hallways, utility closets, maintenance equipment rooms and baseboards on all floors in all common areas; such as lobbies, hallways, stairwells, etc. including basement floor but excluding private offices.
- 3.16.2 In the areas where contamination from a spray application is a concern (i.e. snack bars and kitchens), bait products shall be used as a primary source to eliminate infestation and control.
- 3.16.3 The Contractor shall be responsible for furnishing all devices such as glue boards, traps, etc. DCS shall set and remove all devices as necessary.
- 3.17 ON CALL SERVICES:
- 3.17.1 A general application to the exterior of the building shall be done on an as requested basis while pests are in season. Upon request, general application for seasonal pests shall take place from March 1 through June 30 during one of the monthly visits.
- 3.17.2 Private offices shall be treated only when requested by the occupying agency to the Building Manager. Scheduling of these offices shall be coordinated to be completed during one of the monthly visits with the office occupant and DCS.
- 3.17.3 The Contractor shall make additional visits following notification by Building Manager of a special need (responding within 24 hours).

- 3.18 FERAL PIGEONS: Contractor shall provide all labor, materials and equipment necessary to effectively control 95 - 100% of the feral pigeons as specified under monthly and on-call services.
- 3.18.1 Contractor shall monitor, pick up and dispose of off State property all deceased birds resulting from flock reduction.
- 3.18.2 Installation of this program may require the use of scaffolding.
- 3.18.3 Scaffold work that is located around an entryway shall be performed Friday through Sunday. Hours of operation to remain 8:00 a.m. through 5:00 p.m.
- 3.18.4 Scaffolding shall be in place for no more than three (3) consecutive days.
- 3.18.5 During this three day period the entryway will be closed by DCS to through traffic.
- 3.18.6 Contractor shall rope area off inside and out to prevent pedestrian traffic in a hazardous work area.
- 3.18.7 Re-services shall be performed semi-annually. At such time, all bird devices shall be cleaned and refilled
- 3.18.8 FERAL PIGEON MONTHLY SERVICES: State Capitol Building areas to be protected monthly against re-infestation shall be the main entryway on the South side, airways surrounding the building, and immediate roof nesting areas. **(This service is currently under contract through June 30, 2012. Vendor shall await treatment of this facility until July 1, 2012).**
- 3.18.9 At the time of re-service, the main entryway on the South side of the Capitol building shall be closed to pedestrian traffic by DCS for three days.
- 3.18.10 FERAL PIGEON ON CALL SERVICES: Shall be made available for all buildings at the discretion of DCS.
- 3.19 TERMITES: Services shall take place from February 1 through June 30.
- 3.19.1 Placement of bait stations shall be provided on an as needed basis.
- 3.19.2 Service of bait stations shall be provided quarterly.
- 3.20 DAMAGE TO STATE OWNED PROPERTY: The Contractor shall perform all work so that no damage to the building or grounds occurs. The Contractor shall repair any damage to buildings or grounds caused by gross negligence or any other means to the satisfaction of DCS at no cost to the State.
- 3.21 HOUSEKEEPING: All materials, tools, equipment, etc. shall be removed or safely stored by the Contractor. DCS is not responsible for theft or damage to the Contractor's property. All safety hazards to workers or the public shall be corrected immediately and the site shall be left in a safe condition at the end of each day.
- 3.22 The Contractor shall be responsible for restoring the building or grounds area where work has been performed back to the former or an improved state prior to final acceptance.
- 3.23 The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor shall dispose of all surplus material, rubbish, and debris.

- 3.24 The Contractor is responsible for the disposal of used fluids and materials from state property in accordance with all applicable laws, guidelines, regulations and codes.
- 3.25 LICENSURE: All applicators shall be certified and licensed by the Department of Agriculture for the State of Oklahoma.
- 3.26 If there is a change in staff by Contractor, a copy of applicator's license shall be submitted to address listed in Section 6.2 prior to work being performed by new employee.
- 3.27 DCS reserves the right to check the Contractor's employee licenses at any time during the term of the contract.
- 3.28 CODE COMPLIANCES: All work shall be in compliance with all applicable codes and to the complete satisfaction of DCS.
- 3.29 Methods of application shall comply with the State of Oklahoma, Department of Agriculture's Combined Pesticide Laws and Rules.
- 3.30 SCHEDULING/AVAILABILITY: Services shall be requested and authorized by DCS Facilities Services authorized personnel only.
- 3.31 The Contractor shall provide a minimum of three (3) days advance scheduling to the Building Manager.
- 3.32 The Contractor shall have sufficient resources to be able to respond to multiple jobs at the same time.
- 3.33 All work shall be scheduled at the convenience of DCS as not to interfere with the State's conduct of business.
- 3.34 The Contractor shall be available seven (7) days a week for on-call and emergency service work during the term of the contract.
- 3.35 All service work shall be performed during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, unless authorized by DCS.
- 3.36 Normal response time for standard jobs will be within 24 hours of DCS request. Regular or routine work will be completed within ten (10) workdays after notification by DCS.
- 3.37 EMERGENCIES: For emergency repair service calls, the Contractor shall respond by returning the telephone call within thirty (30) minutes following notification. The Contractor shall have personnel on site within one (1) hour of an emergency call. The Contractor shall provide twenty-four (24) hour point of contact phone number(s).
- 3.38 BEHAVIOR: The Contractor shall be fully responsible for the actions of their employees while they are at the job site. Contractor employees shall be fully qualified to perform skillfully all the work as required for this contract and shall conduct themselves in a courteous, professional manner at all times while on state property.
- 3.39 All Contractors shall conform to Senate Joint Resolution (SJR) 21 passed during the 2003 Legislative session which defines "Smoking in Public Buildings"

- 3.40 DRESS CODE: The Contractor shall assure that all workers assigned to perform service and/or repairs on state property shall be dressed in an appropriate company uniform with the company name, and a photo ID in their possession.
- 3.41 SUBCONTRACTORS: No portion of the work shall be subcontracted without prior written / e-mail approval by DCS. In the event the Contractor desires to subcontract any part of the work specified herein, the Contractor shall furnish DCS, in a timely manner, the names, qualifications and experience of their proposed Subcontractor(s). The Contractor shall, however, remain fully liable and responsible for the work performed by their Subcontractor(s) and shall assure compliance with all requirements of the contract. The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractor(s) that they utilize, using their best skill and attention. Subcontractor(s) who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that they are fully responsible for the acts and omissions of their Subcontractor(s) and of persons employed by them as they are for the acts and omissions of their own employees.
- 3.42 WARRANTY: The Contractor shall guarantee all workmanship and materials for a period of one (1) year from the date of final acceptance. The Contractor shall, upon demand, correct such defects and or deficiencies at their expense. Final acceptance does not relieve the Contractor from responsibility for latent defects or deficiencies.

4.0 Inspection/Quality/Reporting Requirements

- 4.1 A DCS representative shall be responsible for monitoring of the program for contract compliance.
- 4.2 DCS and the Contractor shall inspect all work for completion.
- 4.3 DCS shall accept all work as complete prior to payment being issued.
- 4.4 DCS reserves the right to secure the assistance of The Department of Agriculture to sample and/or monitor any applications.

5.0 Terms and Conditions

- 5.1 The Contract period shall be from July 1, 2009 through June 30, 2010 with option to renew annually for four (4) additional one (1) year periods.
- 5.2 The award may be a multi-award contract.
- 5.3 INDEFINITE QUANTITY CONTRACT: This contract is for an indefinite quantity and the State may, or may not buy the quantity mentioned in this contract. Vendor must clear all shipments with agency prior to shipping any portion of this contract.
- 5.4 AVAILABILITY OF FUNDS: The State's obligation to pay the Contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the State for payment of any money shall arise unless funds are made available each fiscal year to DCS by the Legislature.

- 5.5 RELATIONSHIP OF PARTIES: It is clearly understood that the Contractor shall perform its duties hereunder as an independent Contractor and not as an employee of DCS. Neither the Contractor nor any agents or employees of the Contractor shall be or shall be deemed to be an agent or employee of the State.
- 5.6 ORAL AGREEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or contract. All modifications to the contract must be made in writing by the Dept. of Central Services.
- 5.7 ESCALATION CLAUSE: Contract pricing may be escalated annually, for the next renewal period, by a percentage not to exceed the previously reported Consumer Price Index (CPI) increase published by the U.S. Department of Labor, Bureau of Labor Statistics, www.bls.gov
Navigation: Highlight "Inflation Prices"-Click "Consumer Price Index"-Scroll down to "Regional Resources" Map-Highlight and click "South Urban area"-Click "More Formatting Options"-Deselect "Original Data Value"-Select "12 Months Percent Change"-Click "Retrieve Data".
Print page from this search. This print out is to be included with Contractors escalation increase letter. Use the previous calendar year's annual percent change. Contractor must submit request for increase in writing on letterhead to DCS ninety (90) days prior to the end of the existing contract period.
- 5.8 In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transaction period extend more than ninety (90) days beyond the expiration date of the contract, or extension thereof.
- 5.9 REMEDIES FOR NON-PERFORMANCE: In the event the Contractor is unable to respond to the needs of DCS for any reason or fails to comply with any material contract requirements, the DCS Contracting and Acquisitions Administrators may take steps to terminate the contract. The DCS Contracting and Acquisitions Administrators may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed to the State by the Contractor.
- 5.10 CANCELLATION: Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause.
- 5.11 This contract shall be in force until expiration date or until 30 days after notice has been given by the State of Oklahoma of its desire to terminate the contract. After the first 6 months, vendor may cancel with 30 days written notice.
- 5.12 AUDIT AND RECORDS CLAUSE: (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b)

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

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

6.0 Invoicing

- 6.1 Original invoices shall be submitted for services ordered and delivered.
- 6.2 Invoices shall be addressed as follows:
Department of Central Services
Office of Facilities Management
P.O. Box 53187
Oklahoma City, OK 73152
- 6.3 All invoices shall include the following:
- 6.3.1 Purchase Order Number,
- 6.3.2 Complete remittance address,
- 6.3.3 Building where work was performed.
- 6.3.4 Date(s) work was performed.
- 6.4 Invoicing is due no later than 15 days from when the service was actually completed.
- 6.5 Labor for service shall be billed as time/hourly rate as bid.
- 6.6 The Contractor shall provide an invoice to DCS indicating services performed, service billed hours and an itemized list of materials the Contractor used at the completion of the job.
- 6.7 All items billed by the Contractor shall be subject to audit.
- 6.8 All incidental costs, including allowances for profit and overhead including mileage and tools of the trade, must be included in the contract hourly labor rates.
- 6.9 COST REIMBURSEMENT: The Contractor agrees that payment by DCS to the Contractor for materials used in the performance of any work under the contract shall be reimbursed to the contractor in the following manner:
- 6.9.1 DCS shall reimburse the Contractor, upon completion and acceptance of each assigned job, only for those materials and/or equipment actually used in the performance of the work that are supported by invoices issued by the suppliers of the Contractor describing the quantity and cost of the materials purchased.
- 6.9.2 Equipment rental, special equipment and/or operator required by the Contractor in the performance of this contract shall be billed at the Contractor's invoice rate plus 15%, added to the final invoice, as a separate line item with a copy of the invoice attached.

- 6.10 Payment terms shall be Net-30 days. DCS shall pay the Contractor within 30 days after receipt of a correct invoice for reasonable work attributable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later.

7.0 Project Locations/Contacts

- 7.1 **Capitol Building** **Doug Kellogg**
2300 N. Lincoln Blvd. **(405) 522-0076**
Oklahoma City, OK 73105
This is a six story building plus a basement, approximately 449,507 sq. ft. There are ten entryways, seven stairwells, twenty-six restrooms, twenty-eight equipment rooms/utility closets, three snack bars, and sixteen kitchen areas.
- 7.2 **Jim Thorpe Building** **Rodney Paul**
2101 N. Lincoln Blvd. **(405) 521-2105**
Oklahoma City, OK 73105
This is a six story building plus a ground floor and a basement area, approximately 158,894 sq. ft. There are four entryways, two stairwells, eighteen restrooms, fifteen utility closets, five kitchen areas, one snack bar, and two main building equipment rooms.
- 7.3 **Library Building** **Bryan Chambers**
200 NE 18th **(405) 522-3338**
Oklahoma City, OK 73105
This is a three story building plus a partial basement area, approximately 79,878 sq. ft. There are two entryways, two stairwells, eight restrooms, four utility closets, one kitchen area on the second floor (approximately 515 sq. ft.), and four main building equipment rooms.
- 7.4 **Denver Davison (Courts Building)** **David John**
1915 N. Stiles **(405) 522-0176**
Oklahoma City, OK 73105
This is a four story building plus a penthouse and basement area, approximately 88,714 sq. ft. There are five entryways, two stairwells, nineteen restrooms, ten utility closets, seven kitchen areas, one snack bar, and three main building equipment rooms.
- 7.5 **Agriculture Building** **Jerry McClure**
2800 N. Lincoln Blvd. **(405) 521-3137**
Oklahoma City, OK 73105
This is a three story building plus a basement area, approximately 98,713 sq. ft. There are five entryways, three stairwells, eight restrooms, three utility closets, seven kitchen areas, one snack bar, and three main building equipment rooms.

- 7.6 **Attorney General Building** **David Payne**
313 N.E. 21st Street **(405) 522-2320**
Oklahoma City, OK 73105
This is a three story building plus a below ground parking garage and a penthouse, approximately 74,469 sq. ft. There are eight entryways, two kitchen areas, nine restrooms, and eight utility closets.
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- 7.7 **DHS Building** **Bryan Chambers**
50 NE 23rd **(405) 522-3338**
Oklahoma City, OK 73105
This is single story building, approximately 11,427 sq. ft. There are three entryways, three restrooms, one kitchen area (approximately 293 sq. ft.), one mechanical room and one boiler room. **(This building is going to be in temporary renovation status until approximately September 30, 2009. Vendor shall await treatment of this facility until notified by DCS.)**
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- 7.8 **Office of State Finance** **David Payne**
2209 N. Central **(405) 522-2320**
Oklahoma City, OK 73105
This is two story building plus a basement, approximately 19,293 sq. ft. There are four entryways, eight restrooms, and one kitchen area (approximately 134 sq. ft.).
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- 7.9 **Treasurer's Office** **David Payne**
2211 N. Central **(405) 522-2320**
Oklahoma City, OK 73105
This is single story building, approximately 5,515 sq. ft. There are two entryways, two restrooms, and one kitchen area (approximately 50 sq. ft.).
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- 7.10 **Will Rogers Building** **Curtis Jury**
2401 N. Lincoln Blvd. **(405) 521-3691**
Oklahoma City, OK 73105
This is a five story building plus a basement and sub-basement area and two penthouses, approximately 170,534 sq. ft. There are five entryways, three stairwells, twenty-two restrooms, twenty-five utility closets, eleven kitchen areas (approximately 222 sq. ft. each), and four main building equipment rooms. Civil Emergency Management located off the concourse tunnel has one mechanical room and a sub-basement equipment room, two restrooms, one kitchen area, and four utility closets.
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- 7.11 **Sequoyah Building** **Curtis Jury**
2400 N. Lincoln Blvd. **(405) 521-3691**
Oklahoma City, OK 73105
This is a five story building plus a basement and sub-basement area and two penthouses, approximately 176,120 sq. ft. There are five entryways, three stairwells, twenty-two restrooms, twenty-five utility closets, eleven kitchen areas (approximately 222 sq. ft. each), one snack bar and four main building equipment rooms.
-
- 7.12 **Banking Building** **Jerry McClure**
2900 N. Lincoln Blvd. **(405) 521-3137**
Oklahoma City, OK 73105
This is a single story building, approximately 10,000 sq. ft. There are four entryways, one kitchen area, two restrooms, one mechanical room and one utility closet.
-
- 7.13 **Connors Building** **Troy Wilson**
2501 N. Lincoln Blvd. **(405) 521-2605**
Oklahoma City, OK 73105
This is a six story building plus a basement and sub-basement area and two penthouse areas, approximately 141,712 sq. ft. There are nine kitchen areas, one snack bar, three stairwells, fifteen restrooms, twenty-one utility closets, seven mop sink closets, four equipment rooms, and eight entryways.
-
- 7.14 **Hodge Building** **Troy Wilson**
2500 N. Lincoln Blvd. **(405) 521-2605**
Oklahoma City, OK 73105
This is a six story building plus basement area and two penthouses, approximately 119,583 sq. ft. There are nine kitchen areas, three stairwells, sixteen restrooms, eighteen utility closets, six mop sink closets, one snack bar, three equipment rooms, and six entryways.
-
- 7.15 **Dept. of Transportation Building** **Richard Franks**
200 NE 21st St. **(405) 521-2294**
Oklahoma City, OK 73105
This is a four story building, approximately 204,873 sq. ft. There are five kitchen areas, five stairwells, twenty-three restrooms, thirty-seven utility closets, one snack bar (the snack bar manager provides his/her own pest control management) four equipment rooms, and ten entryways.
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- 7.16 **Central Garage** **Richard Franks**
200 NE 21st St. **(405) 521-2294**
Oklahoma City, OK 73105
This is a two story building, approximately 13,573 sq. ft. There is one kitchen, two enclosed stairwells, one open stairwell, two restrooms, one utility closet/equipment room, and three entryways.
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- 7.17 **Robert S. Kerr Building** **Joe Looney**
440 S Houston **(918) 581-2391**
Tulsa, Oklahoma
This is an eight story building, approximately 131,646 sq. ft. There are three entryways, two stairwells, twenty-two restrooms, eight utility closets, seventeen kitchen areas, one snack bar, and nine main building equipment rooms. **(This building is currently under contract for services through June 30, 2010. Vendor shall await treatment of this facility until July 1, 2010).**
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- 7.18 **J. Howard Edmondson Building** **Joe Looney**
444 S Houston **(918) 581-2391**
Tulsa, Oklahoma
This is a four story building, approximately 113,900 sq. ft. There are two entryways, four stairwells, ten restrooms, four utility closets, and seven kitchen areas. **(This building is currently under contract for services through June 30, 2010. Vendor shall await treatment of this facility until July 1, 2010).**
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- 7.19 **Central Printing** **Mark Dame**
2120 NE 36th **(405) 425-2714**
Oklahoma City, OK
This is single story building, approximately 16,900 sq. ft. There are four entryways plus two overhead doors, two restrooms, and one kitchen area (approximately 550 sq. ft.).
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- 7.20 **Fleet Gas Station** **Claton Chandler**
2307 N. Central **(405) 521-2206**
Oklahoma City, OK 73105
This is single story building, approximately 10,000 sq. ft. There are four entryways plus four overhead doors, two restrooms, one vehicle wash area (approximately 400 sq. ft.), and one kitchen area (approximately 150 sq. ft.).
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- 7.21 Additional DCS properties may be added based on prices listed on the unit price sheet.
- 7.22 Agency contacts for questions regarding these specifications:
Keith Hicks : keith_hicks@dcs.state.ok.us or 405-522-3490

8.0 Unit Prices

Monthly Application

Capitol	Price per month	\$ _____
Thorpe	Price per month	\$ _____
Library	Price per month	\$ _____
Denver Davison	Price per month	\$ _____
Agriculture	Price per month	\$ _____
Attorney General	Price per month	\$ _____
DHS	Price per month	\$ _____
Office of State Finance	Price per month	\$ _____
Treasurer's Office	Price per month	\$ _____
Will Rogers	Price per month	\$ _____
Sequoyah	Price per month	\$ _____
Banking	Price per month	\$ _____
Connors	Price per month	\$ _____
Hodge	Price per month	\$ _____
Dept. of Transportation	Price per month	\$ _____
Central Garage	Price per month	\$ _____
Robert S. Kerr	Price per month	\$ _____
J. Howard Edmondson	Price per month	\$ _____
Central Printing	Price per month	\$ _____
Fleet Gas Station	Price per month	\$ _____
On Call Services (est. 20/yr)	Price per hour	\$ _____
Monthly Feral Pigeon Service (Capitol Only)	Price per month	\$ _____
Feral Pigeon On Call Services (est. 20/yr)	Price per hour	\$ _____
Termite Bait Station (est. 20/yr)	Price per each	\$ _____
Termite Bait Station Service (est. 10/yr)	Price per each	\$ _____

- 8.1 Overtime Rate per Hour shall be 1.5 times Applicator's On Call Rate.
- 8.2 Holiday (recognized by the State of Oklahoma) rate per hour shall be 2 times Applicator's On Call Rate.
- 8.3 A current copy of Applicator's License through Department of Agriculture shall be included with Contractor's bid packet.
- 8.4 A complete copy of all chemical's Material Safety Data Sheets (MSDS) used by vendor shall be included with Contractor's bid packet
- 8.5 In the event that two or more bids are equal, preference will be given to vendors that accept MasterCard as payment.

Vendor Name

Authorized Representative Printed Name

24 Hour Phone Number

Authorized Representative Signature