



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 GSD096442

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

VENDOR
 *709062333 800-529-1354
 ORKIN INC
 855 ADAMS AVENUE
 HUNTINGTON WV 25704

SHIP TO
 DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/02/2009				

BID OPENING DATE: 07/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		910-59		
OPEN END CONTRACT FOR PEST MANAGEMENT SERVICES REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE INTEGRATED PEST MANAGEMENT (EXTERMINATING) SERVICES FOR VARIOUS DEPARTMENT OF ADMINISTRATION OWNED BUILDINGS PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, JULY 14, 2009 AT 10:00 AM IN THE FOOD COURT LOCATED IN THE BASEMENT OF BUILDING #1 (MAIN CAPITOL) ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. VENDORS FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS TUESDAY, JULY 16, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.						

RECEIVED
 2009 JUL 28 PM 12:46
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Wayne Paulley</i>	TELEPHONE 304-776-4922	DATE 07/28/2009
TITLE Account Manager	FEIN 580942031	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Wayne Pawley</i>	TELEPHONE 304-776-4922	DATE 07/28/2009
TITLE <i>Account Manager</i>	FEIN 580942031	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

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<p>REV. 05/26/2009</p> <p>INSURANCE: THE SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO THE ISSUANCE OF THE CONTRACT. THE INSURANCE MUST BE A MINIMUM OF \$250,000.00.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION, IF SUCCESSFUL, FOR THE LIFE OF THE CONTRACT.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p>						

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REQUISITION NO.: <i>GSD096442</i>						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
<i>Wayne Paulley</i> SIGNATURE <i>Orkin Account Manager</i>						

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Request for Quotations #GSD096442

To provide Pest Control Services for the

State of West Virginia Department of Administration General Services Division

Location: West Virginia Department of Administration Owned and Operated Buildings

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard, East
Building One, Room MB60
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:
Krista Ferrell, Senior Buyer
Purchasing Division
2019 Washington Street East
Charleston, West Virginia 25305-0130
Phone (304) 558-2596
Fax (304) 558-4115

Krista.S.Ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of the West Virginia General Services Division (hereinafter, "Owner"), is soliciting quotations to provide pest control services in numerous Department of Administration-owned buildings located throughout West Virginia.

A mandatory attendance pre-bid conference will be conducted on Tuesday, July 14, 2009 at 10:00am, meeting in the Capitol Food Court in the basement of the Main Capitol. Site

visits for the various buildings covered by this solicitation can be arranged by contacting Jon Trout of the General Services Division Occupational Health and Safety Section at (304)558-6645, who will then put prospective bidders in contact with various employees of the Division located at each facility. No verbal representations or responses to questions provided by any employee of the State of WV at said site visits will be considered legally binding. Bidders must submit questions resulting from site visits to the Purchasing Division in accordance the provisions for technical questions contained in this Request for Quotation.

Attachments to the Request for Quotations:

- Attachment I: Bid Form

TECHNICAL SPECIFICATIONS

Scope of Work:

Successful Contractor will provide labor, materials, services, skills, supervision, and necessary tools and equipment to insure that Owner's facilities will be free of pests. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor hereby warrants that all services shall be performed in a timely and workmanlike manner. Contractor shall keep the property free and clear at all times of excess materials, debris and equipment. Contractor shall provide the following services within the boundaries of each facility:

Integrated Pest Management (IPM) methods shall be used to the extent possible to remove and exterminate rodents, insects, and other pests.

IPM means the selection, integration, and implementation of multiple pest control techniques based on predictable economic, ecological, and sociological consequences, making maximum use of naturally occurring pest controls, such as weather, disease agents, and parasitoids, using various biological, physical, chemical, and habitat modification methods of control, and using artificial controls only as required to keep particular pests from surpassing intolerable population levels predetermined from an accurate assessment of the pest damage potential and the ecological, sociological, and economic cost of other control measures.

This contract does not include control of Wood Destroying Organisms, birds, snakes, bats, and mosquitoes.

Pests covered for prevention and/or elimination shall include, but not be limited to, rats, mice, roaches, fleas, ants, silverfish, centipedes, millipedes, earwigs, spiders, crickets, and all other common insects.

Provide treatment using only pesticides that comply with the provisions of the Federal Insecticide, Fungicide and Rodenticide Act (7 USC 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 and the regulations issued there under.

Office Style Location Coverage Requirements:

Contractor shall visit each property to inspect, maintain, and/or service the interior and exterior of the associated facility for Pest Control Service to include but not be limited to the following:

- Ten foot perimeter around facility
- Loading Docks
- Common Areas, entrance ways, hallways and stairways
- Lunchrooms, Kitchens, Kitchenettes
- Restrooms
- Maintenance Areas
- Food Court
- Trash Collection Areas
- Basement Areas
- Mechanical Rooms & Utility Areas
- Elevator Rooms and associated elevator pits
- Accessible structural voids
- Garage & Parking Areas

Any ant trails shall be followed to the source and exterminated. Contractor shall provide ant bait stations for interior ant infestation.

Perform treatments after normal business hours, Monday through Friday, unless authorized in writing by Owner to perform at other times. Some baiting and mechanical traps may be set during normal business hours with approval of the Owner.

Schedule of Services to be provided

A. First month of contract:

- A thorough inspection of each facility shall be conducted to locate any infestation. Intensive treatment should follow to assure a 7-day resolution to eliminate all existing infestations.
- The 30 day period will become effective the day following the Pre-Service Conference.

B. Monthly: Follow-up inspections and treatment, as needed, shall be accomplished at each facility.

- Visits should be scheduled at least once a month.
- Kitchens and food preparation areas service areas should be visited a minimum of twice a month.

C. Additional Treatments: Additional treatments may be required. The contractor shall provide one re-treatment per month per location, at no additional cost, at the request of Owner.

D. All treatments and inspections must be scheduled with the Owner on a location-by-location basis.

E. During the life of this contract, various buildings may require renovation. The vendor will be required to continue services in these buildings unless otherwise instructed by the owner.

Additional Inspections:

Additional inspections shall be made upon request by the Owner to maintain quality standards. Contractor must respond to complaints from Owner within 24 hours and resolve outstanding complaints within 7 days, at no additional cost to the Owner.

Record Keeping:

Record keeping will be maintained in an on-site log book which will be completed at the end of each service and will contain the following information:

- Applicators name and company
- Application site
- Purpose of application
- Name of pesticide / insecticide used
- Date and time of application
- Location of application
- Target pests
- Any precautions due to application
- Signature of Owner representative

Confirmation of Work Performed

All service tickets must be signed by Owner's representative (See **Pre-Service Conference** and **Invoicing** requirements, below). During the life of the Contract Owner may designate replacement, proxy or surrogate representatives through written notification to the Contractor. This notification may be for temporary periods to cover regular representative's leave time, or for more permanent periods where confirmation from Owner's original representative is not feasible. Contractor should keep a current list of available contacts so that scheduling or work can be accomplished. Contractor must provide this documentation when presenting any invoice for payment with an attached service ticket that is signed by any party other than the original contact/representative designated on the list formulated for and distributed during the Pre-Service Conference.

Use of Chemicals:

All on-site pest control personnel must be trained and certified applicators. Vendors must provide copies of all certifications.

The Contractor shall provide photocopies to the Owner of its business Pest Control License and of the Pesticide Applicant Certificates in General Household Pest Control for every Contractor Employee who will be performing on-site services under the Contract. These licenses and certifications must be maintained throughout the life of the Contract.

Pesticide application shall be according to need rather than by schedule. Pesticides should be used only if adequate control cannot be achieved with non-chemical methods.

Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.

The Contractor shall provide labels and material safety data sheets (MSDS) for every pesticide used on the premise. Copies will be maintained in the on-site logbook.

Pesticides shall not be stored on site.

Pesticides shall never be applied when employees are present.

Pesticides shall never be applied when facility HVAC systems are off.

Pesticides applied to the air shall never be used for routine treatment inside facilities.

Pesticides shall be applied only as containerized or crack and crevice treatments in which the applied treatment is never visible.

Insecticides shall be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations shall be selected only as a last resort or when solids, pastes, or gels are not practical, and shall their application shall be pre-approved by the Owner.

Insecticides approved for normal use shall be limited to nonvolatile bait formulations that are either applied to cracks and crevices or concealed inside protective containers.

Bait formulations, traps, vacuuming, sanitation, and exclusion techniques shall be emphasized for insect control inside facilities.

Fogging may be required for flea infestation, using Pyrethrum pt .565 or an equivalent substance. Active ingredients shall contain:

Pyrethrum 50% Technical Piperonyl Butoxide 1.000% N-Octyl
Bicycloptene – Dicaboride 1.000% refined petroleum oil 8.000%.

Inert: 89.500%, equivalent to 0.8% (Butylcarbity) 6-Prepylpiperonyl and 0.2 of related compounds.

Environmental Health, Safety, Hazardous Substances and Hazardous Materials:

The following define minimum requirements Contractor shall follow for Environmental Health, Safety, Hazardous Substances, Recycling, Hazardous Materials, Hazardous Waste Characterization and Disposal, Waste Minimization, Personnel Training, Required Notifications, Permits and Records Retention.

- A. OSHA Regulations: Contractor shall comply with all applicable requirements of the "General Industry Standards" of OSHA (Occupational Safety & Health Administration). These requirements shall include all primary and refresher training mandated under the OSHA guidelines.
- B. Material Safety Data Sheet: Contractor shall provide MSDSs and description literature for each chemical/compound/mixture used in the performance of the Contract to the Owner before the commencement of any work hereunder. All MSDSs shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used, except with prior approval of the Owner, and must be disposed of properly by the Contractor in accordance with the U. S. EPA (Environmental Protection Agency) 40 CFR 260-265. Contractor shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.
- C. Hazardous Substances / Hazardous Materials: Contractor shall submit MSDSs for approval of products to be used to the Owner prior to any use in any location. Contractor is not to use any product not approved by the Owner anywhere at any location. Contractor shall not use any product that has a ph level of less than 3 or a ph level greater than 11. Contractor is permitted to use certain products that the MSDS rates as "Flammable or Mildly Toxic" only with approval from the Owner (i.e. – weed control, pesticides & herbicides).
- D. Proper Disposal of Spent or Used Products: Certain chemicals / compounds / mixtures require proper disposal after they have been spent or used by the U. S. EPA (Environmental Protection Agency) and WV DEP (Department of Environmental Protection). Contractor is required to establish discrete waste streams for any chemicals that require proper disposal according to 40 CFR 260-265. Contractor is not permitted to store any chemicals at the location for any reason without the Owner's written permission.
- E. Supervisor & Personnel Training: Contractor is required and shall train all supervisors permitted on-site and personnel prior to job assignment at the location according to 29 CFR 1920.120. Contractor shall provide verifiable documentation that supervisors have completed a minimum of 4 hours Hazardous Materials "Awareness Level" training from an approved training provider.
- F. Records Retention by the Contractor: Contractor shall keep and maintain all training records and certifications, MSDSs, first report of injury and illness requiring first aid or additional

medical professional treatment. Additionally, all injuries are to be recorded on the "OSHA 300 Log" and 300-A according to 29 CFR.

- G. **Special Permits, License & Product Notifications:** Certain cities, counties and municipalities require hazardous materials licenses prior to use of certain products. The contractor is responsible for obtaining all necessary licenses and permits regarding any hazardous materials prior to execution of this contract.
- H. **Personal Protective Equipment:** All personnel are required to wear personal protective equipment in the prosecution of their duties to include protective eye wear or face shields, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes boxes, long pants and/or protective chaps.
- I. **Waste Minimization Programs:** The U.S. Environmental Protection Agency (U.S. EPA) and the West Virginia Department of Environmental Protection (WVDEP) require the minimization of waste by the use of water-soluble chemicals where possible. Contractor is expected to utilize to the extent feasible the use of water-soluble and user friendly products that are available.

Uniform and Vehicle Identification:

Pest Control personnel working under this Contract shall report to work in uniforms provided by the Contractor. The uniform shall clearly identify the employee as working for the Contractor. Uniforms will meet all applicable local, state, and Federal Standards. All vehicles will be clearly identified with the Contractor name. Contractor shall be responsible for all associated costs.

Deliverables

The Contractor shall follow standard industry practice for the performance of the Pest Control Services provided.

Performance Standard:

The Contractor shall meet all performance standards set forth in this solicitation. The Contractor shall warrant that all work performed hereunder complies with customary, reasonable and prudent standards of performance in the industry and shall perform all services in a professional manner.

Liquidated Damages:

For failure to perform the initial inspection on any facility within one month (30 days) from award of the contract – without prior approval of the Owner - the Owner can impose \$100.00 per calendar day in liquidated damages for every calendar day until the Contractor performs specified inspection. For failure to resolve a complaint from the Owner within the specified seven (7) calendar days – without prior written approval from the Owner- the Owner can impose \$100.00 per calendar day in liquidated damages for every calendar day until the complaint is resolved. These liquidated damages will imposed as a deduction against the Contractor's monthly invoice for the month in which the seven (7) days requirement lapses.

Key Personnel Assignment:

The Contractor shall name and certify each On-Site Supervisor. The Contractor agrees that in the event it becomes necessary for the Contractor to change key personnel, substitution of said personnel shall take place only upon the Owner's prior written consent.

Fines, Citations, Damages:

The Contractor agrees to be solely and financially responsible for any and all fines, citations and or damages levied by local, state or federal regulators against the Department for incidents resulting from non-compliance relating to regulatory violations and/or negligence on the part of the Contractor including, but not limited to, spills, leaks, injuries to the environment, injuries to humans or property damages. The Contractor shall be solely responsible for any and all cost, expenses, attorneys' fees or travel incurred by the Department relating to such violations or negligence.

Pre-Service Conference:

Within ten (10) calendar days of the award of the contract, Contractor shall meet with the Owner to discuss and develop mutual understandings relative to administering and scheduling work, safety practices and contract administration. The Contractor shall submit at said "Pre-Service Conference:"

- A. Any site instructions, post orders, etc. available for review and approval by Owner;
- B. Owner and Contractor shall identify contacts/representative for each location in the form of a list. This list can only be altered by written notification from the Owner. Contractor shall supply telephone numbers and email addresses of Supervision, as defined herein.

Owner Site Regulations:

The Contractor agrees that all of its personnel shall keep within the limits of the work site and shall not enter any restricted areas during ingress, egress, or any other time. Contractor agrees to follow all Owner site policies and procedures as provided during initial pre-service conference. All Contractor personnel shall adhere to the State and Owner's policies and procedures regarding sexual harassment and discrimination.

Inspection and Acceptance:

Any and all services rendered under this Contract, including quality of work, are subject to inspection by the Owner during Contractor's operations as well as upon completion of the work each month. A representative of Contractor and the owner, or designee, shall inspect the location and shall document the results of said inspection for future reference.

Reporting:

The parties will mutually determine an appropriate set of periodic reports to be issued by the Contractor to the State. At a minimum there shall be a monthly report summarizing the Contractor's performance.

Addition, Deletion and Square Footage Adjustment of Locations:

The owner reserves the right to add or delete locations, facilities, or specific buildings to/from the Contract when deemed to be in the best interests of the Owner. These additions/deletions will be based on square footage, as determined by agreed to findings between the Owner and Contractor. The Owner also has the right to adjust square footage for specific buildings based on agreed to findings between Owner and Contractor. Additions and deletions of buildings and adjustments to square footage of buildings currently covered by the Contract shall be accomplished through execution of a formal change order, according to the policies and procedures of the State of WV, Purchasing Division.

Buildings added to this contract will follow the Schedule of Services contained within this Request for Quotation. Service requirements are effective from the date of the issuance of the Change Order to the vendor. Any service not provided in accordance with these provisions may be assessed liquidated damages at the rates specified herein.

Invoicing:

Successful Contractor shall submit invoice(s) monthly, in arrears. Invoice shall be for entire prior month's services, including all buildings serviced, with each building's cost itemized.

Invoice shall:

1. Be Original in nature (no photocopies, faxes, etc)
2. Contain Contract Number
3. Contain Vendor's Remittance Address and FEIN Number
4. Include copies of all service tickets for work performed with signatures of Owner personnel prominent and legible. THE OWNER WILL PAY FOR NO WORK WHICH CANNOT BE DOCUMENTED BY A SERVICE TICKET SIGNED BY A CURRENTLY VALID OWNER REPRESENTATIVE.
5. Include documentation of the Owner's written permission to accept a proxy or designee's signature in lieu of that of the designated representative.

State of West Virginia
Department of Administration
General Services Division
Building Directory

Building #1 Main Capitol, East and West wings
Square footage: 547,800 (Food Court & Snack bar present)
1900 Kanawha Blvd, E. Charleston, WV 25305

Building #3 DMV
Square footage: 162,075
1900 Kanawha Blvd, E. Charleston, WV 25305

Building #4 Work force WV, Dept of Corrections
Square footage: 92,500
112 California Ave, Charleston WV 25305

Building#5 Division of Highways
Square footage: 247,115
1900 Kanawha Blvd, E. Charleston, WV 25305

Building # 6 Dept of Ed, DHHR
Square footage: 202,185
1900 Kanawha Blvd, E. Charleston, WV 25305

Building #7 Training Center
Square footage: 37,500 (Vendoteria/Snack Bar present)
1900 Kanawha Blvd, E. Charleston, WV 25305

Building #8 Governor's Mansion
Square footage: 21,995 (Kitchen Facility present)
1800 Kanawha Blvd, E. Charleston, WV 25305

Building # 9 Cultural Center

Square footage: 275,150

1900 Kanawha Blvd, E. Charleston, WV 25305

Building # 10 Holly Grove

Square footage: 5,675

1700 Kanawha Blvd, E. Charleston, WV 25305

Building # 11 Chiller Plant

Square footage: 10,000

218 California Ave, Charleston WV 25305

Building # 13 Piedmont Parking Garage

Square footage: 78,250

1900 Kanawha Blvd, E. Charleston, WV 25305

Building # 14 2006 Quarrier Supreme Court

Square footage: 2,100

2006 Quarrier St. Charleston, WV 25305

Building #15 Purchasing

Square footage: 11,625

2019 Washington St. E,
Charleston, WV 25305**Building # 16 Capitol Day Care**

Square footage: 13,650 (Kitchen Area present)

2100 Washington St. E,
Charleston, WV 25305**Building# 17 Finance**

Square footage: 12,100

2101 Washington St, E. Charleston, WV 25305

Building # 18 Engineering Section

Square footage: 2600
103 Michigan Ave
Charleston, WV 25305

Building #20 Old Liquor Warehouse

Square footage: 57,450
617 Leon Sullivan Way
Charleston, WV 25301

Building # 22 Tax & Revenue

Square footage: 66,200
Lee & Dickinson Streets
Charleston, WV 25301

Building #23 Beckley Bldg

Square footage: 46,500
407 Neville Street
Beckley, WV 25801

Building #25 Parkersburg Bldg

Square footage: 57,625
5th Ave & Avery Street
Parkersburg, WV 26101

Building # 29 Airport Hanger

Square footage: 16,000
502 Eagle Mountain Rd.
Charleston, WV 25311

Building # 32

Square footage: 43,000

2699 Park Ave,
Huntington, WV 25704

Building # 33 Central mail

Square footage: 4,000

311 Jefferson St.

Charleston, WV 25305

Building # 34 Weirton bldg

Square footage: 39,000

100 Municipal Plaza

Weirton, WV 26062

Building # 36 One Davis Square

Square footage: 85,000

321 Capitol Street

Charleston, WV25301

Building # 37 DEP

Square footage: 180,000

610 57th Street

Charleston, WV 25314

Building # 74 Plaza Four

Square footage: 36270

318 4th Avenue

South Charleston, WV

Building # 84 Cornerstone

Square footage: 24856

1409 Greenbrier Street

Charleston, WV

Building # 97 Williamson

Square footage: 17800

203 E Third Avenue

Williamson, WV 25661

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Orkin Inc. Signed: Wayne Pauley
Date: 07/28/09 Title: Account Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Orkin Inc.
Authorized Signature: Wayne Pauley Date: 7/28/2009



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER:
 GSD096442

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

*709062333 800-529-1354
 ORKIN INC
 855 ADAMS AVENUE
 HUNTINGTON WV 25704

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/14/2009				

BID OPENING DATE: 07/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE A COPY OF ATTACHMENT 1 BID FORM INADVERTANTLY OMITTED FROM THE ORIGINAL BID PACKAGE						
2.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST						
BID OPENING DATE REMAINS: 07/28/2009						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		910-59		
OPEN END CONTRACT FOR PEST MANAGEMENT SERVICES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>Wayne Faulstich</i>	TELEPHONE: 304-776-4922	DATE: 07/28/2009
TITLE: <i>Account Manager</i>	FEIN: 580942031	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Request for Quotations

#GSD096442

Attachment I: Bid Form

Included herein is a list of buildings currently under the ownership or operative control of the WV Department of Administration, General Services Division, throughout the State of WV. The list of buildings is provided for bidding purposes only. The actual list of buildings for which work will be performed may vary. The Contract will be awarded to the vendor submitting the lowest cost per square foot to provide an Integrated Pest Management program for all facilities, including a sample, hypothetical facility that could be added during the life of the contract. The bid cost per square foot must be uniform throughout.

Bid Cost per Square Foot = \$.0034 (A) per month

<u>Building Number</u>	<u>Total Square Feet</u>		<u>Cost per Sq Ft (A) /mth</u>		<u>Subtotal Bid</u>
ONE	547,800	X	\$ <u>.0034</u>	=	\$ <u>1,862.52</u>
THREE	162,075	X	\$ <u>.0034</u>	=	\$ <u>551.06</u>
FOUR	92,500	X	\$ <u>.0034</u>	=	\$ <u>314.50</u>
FIVE	247,115	X	\$ <u>.0034</u>	=	\$ <u>840.19</u>
SIX	202,185	X	\$ <u>.0034</u>	=	\$ <u>687.43</u>
SEVEN	37,500	X	\$ <u>.0034</u>	=	\$ <u>127.50</u>
EIGHT	21,995	X	\$ <u>.0034</u>	=	\$ <u>74.78</u>
NINE	275,150	X	\$ <u>.0034</u>	=	\$ <u>935.51</u>
TEN	5,675	X	\$ <u>.0034</u>	=	\$ <u>19.30</u>
ELEVEN	10,000	X	\$ <u>.0034</u>	=	\$ <u>34.00</u>
THIRTEEN	78,250	X	\$ <u>.0034</u>	=	\$ <u>266.05</u>
FOURTEEN	2,100	X	\$ <u>.0034</u>	=	\$ <u>7.14</u>
FIFTEEN	11,625	X	\$ <u>.0034</u>	=	\$ <u>39.53</u>
SIXTEEN	13,650	X	\$ <u>.0034</u>	=	\$ <u>46.41</u>
SEVENTEEN	12,100	X	\$ <u>.0034</u>	=	\$ <u>41.14</u>
EIGHTEEN	2,600	X	\$ <u>.0034</u>	=	\$ <u>8.84</u>
TWENTY	57,450	X	\$ <u>.0034</u>	=	\$ <u>195.33</u>
TWENTY-TWO	66,200	X	\$ <u>.0034</u>	=	\$ <u>225.08</u>

TWENTY-THREE	46,500	X	\$	<u>.0034</u>	=	\$ <u>158.10</u>
TWENTY-FIVE	57,625	X	\$	<u>.0034</u>	=	\$ <u>195.93</u>
TWENTY-NINE	16,000	X	\$	<u>.0034</u>	=	\$ <u>54.40</u>
THIRTY-TWO	32,000	X	\$	<u>.0034</u>	=	\$ <u>108.80</u>
THIRTY-THREE	4,000	X	\$	<u>.0034</u>	=	\$ <u>13.60</u>
THIRTY-FOUR	39,000	X	\$	<u>.0034</u>	=	\$ <u>132.60</u>
THIRTY-SIX	85,000	X	\$	<u>.0034</u>	=	\$ <u>289.00</u>
THIRTY-SEVEN	180,000	X	\$	<u>.0034</u>	=	\$ <u>612.00</u>
SEVENTY-FOUR	36,270	X	\$	<u>.0034</u>	=	\$ <u>123.32</u>
EIGHTY-FOUR	24,856	X	\$	<u>.0034</u>	=	\$ <u>84.51</u>
NINETY-SEVEN	17,800	X	\$	<u>.0034</u>	=	\$ <u>60.52</u>

SAMPLE
ADDITIONAL

BUILDING 400,000 X \$.0034 = \$ 1,360.00

TOTAL BID (Adding all building subtotals from above) = \$ 9,469.09

** The above totals are for evaluation purposes only. Actual quantities may vary.

Contractor Name: Orkin Inc.

Contractor Contact Person Name: Wayne Pawley

Contractor Address : 119 Lakeview Dr.
Charleston WV 25313

Contractor Remittance Address (if different):

Contractor Telephone Number: 304-776-4922

Contractor Fax Number: 304-776-5004

Contractor Email Address: rpawley@Orkin.com

SIGN IN SHEET

1

Request for Quotation Number: GSD096442

Date: 07/14/2009 @ 10:00 am

Integrated Pest Management

Project Description:

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>WV Division of Purchasing</u>
Firm Address:	<u>2019 Washington St. East</u> <u>Charleston, WV 25305</u>
Representative Attending:	<u>Krista Ferrell</u>
Phone Number:	<u>304.558.2596</u>
Fax Number:	<u>304.558.4115</u>
Email Address:	<u>krista.s.ferrell@wv.gov</u>

Firm Name:	<u>DODSON BROS. EXT. CO, INC</u>
Firm Address:	<u>3924 W WASHINGTON ST</u> <u>CHARLESTON WV 25312</u>
Representative Attending:	<u>JERRY R GOODSON</u>
Phone Number:	<u>744.0303 or 415-1890</u>
Fax Number:	<u>304.744-1611</u>
Email Address:	<u>MANAGER 006@dodsonbros.com</u>

Firm Name:	<u>STANDARD EXTERMINATING</u>
Firm Address:	<u>905 7th AVE.</u> <u>CHAS. WV.</u>
Representative Attending:	<u>Randy Watts</u>
Phone Number:	<u>304.342.5200</u>
Fax Number:	
Email Address:	<u>rcasto42@gmail.com</u>

Firm Name:	<u>Alford Termite + Pest Control, Inc.</u>
Firm Address:	<u>600 First Avenue South</u> <u>Nitro WV 25143</u>
Representative Attending:	<u>Chris Alford</u>
Phone Number:	<u>304-768-2135</u>
Fax Number:	<u>304-768-2138</u>
Email Address:	<u>Calford@alfordtermite.com</u>

Firm Name:	<u>Orkin Inc.</u>
Firm Address:	<u>119 Lakeview Dr.</u> <u>Charleston WV</u>
Representative Attending:	<u>Wayne Paulley</u>
Phone Number:	<u>304-776-4922</u>
Fax Number:	<u>304-776-5004</u>
Email Address:	<u>RPaulley@orkin.com</u>

Firm Name:	<u>Bob Kapphick</u>
Firm Address:	
Representative Attending:	
Phone Number:	<u>(204) 558-0250</u>
Fax Number:	
Email Address:	<u>robert.p.kapphick@wv.gov</u>

Request for Quotation Number: GSD096442

Date: 07/14/2009 @ 10:00 am

Project Description: Integrated Pest Management

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Jeremiah Trust</u>
Firm Address:	
Representative Attending:	
Phone Number:	<u>558-6645</u>
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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Representative Attending:	
Phone Number:	
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Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

RE: pest control bid

Ferrell, Krista S [Krista.S.Ferrell@wv.gov]

Sent: Thursday, July 23, 2009 11:18 AM

To: Robert Pauley

-
- 1.) Yes
 - 2.) This information is contained within the bid documents.
 - 3.) Yes. 2019 Washington Street East Charleston, WV. (Building #15). Just drop it by the front desk and it will be clocked in. It must be clocked in by 1:30 pm on the day of the bid opening to be considered.

From: Robert Pauley [mailto:rpauley@rollins.com]

Sent: Thursday, July 23, 2009 11:14 AM

To: Ferrell, Krista S

Subject: pest control bid

Hi Krista,

1)On the Attachment I: Bid Form it says that the bid cost per square foot must be uniform throughout. Does that mean that each of the listed buildings has to have the same square footage price? I am not sure what that means and want to make sure I am clear on this.

2)Could you let me know what documents, other than the completed bid package we need to submit with the bid.

3) Can I **hand** deliver the bid? If so to whom, what times and what address can I deliver it to.

Best Regards,

Wayne Pauley

Commercial Account Manager

Orkin Commercial Services

West Virginia

Office 304-776-4922

Fax 304-776-5004

Cell 304-419-6016

Email rpauley@orkin.com

www.orkincommercial.com



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

BID NUMBER
GSD096442

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2009				

BID OPENING DATE: **07/28/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO ANSWER ALL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE DEADLINE FOR TECHNICAL QUESTIONS.						
BID OPENING DATE REMAINS: 07/28/2009						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 2 *****						
0001	1	EA		910-59		
OPEN END CONTRACT FOR PEST MANAGEMENT SERVICES						
***** THIS IS THE END OF RFQ GSD096442 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Wayne Paulley</i>	TELEPHONE <i>304-776-4922</i>	DATE <i>07/28/2009</i>
TITLE <i>Account Manager</i>	FEIN <i>580942031</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Request for Quotations #GSD096442 Integrated Pest Management Contract

Technical Questions & Answers

Question#1: Even though the buildings are listed separately with each having its own subtotal, we are expected to place the same bid for each building. Is this correct?

Answer#1: Yes. All buildings were included only to show the scope of the request. The unit price should be uniform for all buildings, including the sample building.

Question#2: Page 3 of the Addendum #1 to the RFQ calls for a sample building at 400,000 square feet. Is this to be included in the total for the bid even though it says "sample?"

Answer#2: Yes. The Total Bid on the Bid Form should include all buildings, including the Sample Building.

Question#3: Regarding Page 10 of the bid package, it states 10 foot perimeter around facility, although most manufacturer labels state 1-3 feet. Does this bid (and resultant contract) require 10 feet, or is use of what the MSDS labels suggest adequate?

Answer#3: The 10 feet perimeter around each building is a requirement for inspection, maintenance and service. The successful bidder will be required to inspect, maintain and service the building itself, plus a ten foot perimeter around the building.

Question#4: Page 10, Section B, states that kitchen and food preparation areas should be serviced a minimum of twice a month. Is this mandatory or at the discretion of the treating technician based off effectiveness of the treatment.

Answer#4: The RFQ Section actually states "Kitchens and food preparation areas service areas should be visited a minimum of twice a month." This statement should be replaced with "**Kitchens and food preparation areas shall be visited a minimum of twice per month.**" As the contract is for integrated pest management, with "treatment" only as required to keep the facilities pest-free, the number of treatments required is indeterminable. However, visitations of kitchens and food preparation areas for inspection is required at least twice per month.


Question#5: How many buildings are being treated after hours and how will we have access to these buildings to do treatment?

Answer#5: The treatment option will determine the hours during which it can be applied. As per the RFQ, the Owner can approve treatments during normal business hours. As Page 11, Section D, states: "All treatments and inspections must be scheduled with the Owner on a location-by-location basis." Thus, coordinating access to the buildings can be accomplished through the scheduling process. The Pre-Service Conference will allow for the Owner to provide a list of representatives for each building.


Question#6: How often are you going to require written documentation for background checks and drug screens to be submitted?

Answer#6: The successful bidder shall provide written documentation for background checks and drug screens for key personnel at the Pre-Service Conference, and prior to (or as a part of) requesting the addition of key personnel after the commencement of work (See RFQ, Page 15, Key Personnel Assignment).

Hazmat Manager
Certification

 **RTC**
Regulatory Training Centre
@South Charleston Site
Orkin

12/24/2009



JAMES HANSHAW
RTC ID# 088148

Reciprocal Courses	Exp Date
10BWV	12/09

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV006584

Classification:

SPECIALTY


ORKIN, INC.
DBA ORKIN, INC.
3019 HILL POINT DR.
CHARLESTON, WV 25302

Date Issued

Expiration Date

NOVEMBER 14, 2008	NOVEMBER 14, 2009
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Authorized Company Signatory


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

WEST VIRGINIA DEPARTMENT OF AGRICULTURE
1900 Kanawha Blvd., East
Pesticide Regulatory Programs
Charleston, WV 25305-0190

LICENSED PESTICIDE APPLICATION BUSINESS

Issued to:

License No: 0061

Orkin Exterminating Company
855 Adams Avenue
Huntington, WV 25704

Has met the requirements of the State Code of West Virginia, Chapter 19, Article 16A, Section 7, to engage in the business of applying pesticides.

Qualifying Individual: **Robert Williams**

Categories of Operation:

8A General Pest
8E Urban IPM

8B Structural Pest

Date Issued
12/30/08

Expiration Date
12/31/2009



Commissioner of Agriculture

A handwritten signature in cursive script, likely belonging to the Commissioner of Agriculture, is written over a horizontal line.

No. 5011

WEST VIRGINIA DEPARTMENT OF AGRICULTURE
1900 Kanawha Blvd., East
Pesticide Regulatory Programs
Charleston, WV 25305-0190

LICENSED PESTICIDE APPLICATION BUSINESS

Issued to:

License No: 0292

Orkin Exterminating Company
119 Lakeview Drive
Charleston, WV 25313

Has met the requirements of the State Code of West Virginia, Chapter 19, Article 16A, Section 7, to engage in the business of applying pesticides.

Qualifying Individual: **Robert K. Williams**

Categories of Operation:

8A General Pest
8E Urban IPM

8B Structural Pest
13D Mosquito Control

Date Issued
12/30/08

Expiration Date
12/31/2009



Commissioner of Agriculture

A handwritten signature in cursive script, likely belonging to the Commissioner of Agriculture.

No. 5007



CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2


DATE
12/15/2008

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC#
INSURED Rollins, Inc./Orkin, Inc./Orkin Commercial Services 2170 Piedmont Rd. NE Atlanta, GA 30324	INSURER A : Discover Property and Casualty Insurance	36463-002
	INSURER B : ACE Property & Casualty Ins. Co.	20699-001
	INSURER C : Old Republic Insurance Company	24147-001
	INSURER D : INSURER E :	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Coverage <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	D004L00114	1/1/2009	1/1/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGES TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS-COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	D004A00333	1/1/2009	1/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$3,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				EA ACC	\$
		<input type="checkbox"/>				AGG	\$
B		EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$50,000	XOOG24638297	1/1/2009	1/1/2010	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	MWC11575700	1/1/2009	1/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$2,000,000
						E.L. DISEASE - POLICY LIMIT	\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Excess Workers Compensation
 Carrier: Old Republic Insurance Company
 Policy Numbers: MWFE135 FL Excess WC and MWXS858 Excess WC for All Other States
 Policy Term: 1/1/2009 to 1/1/2010
 Limits: \$1,000,000 E.L. Each Accident Limit
 \$1,000,000 E.L. Disease - Each Employee Limit
 \$1,000,000 E.L. Disease - Policy Limit

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THIS EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.