



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
DNR211051

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 PARKS & RECREATION SECTION
 324 4TH AVENUE
 SOUTH CHARLESTON, WV
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/07/2010				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
0001	1	LS		988-72	01:30PM		
PEST CONTROL THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE BED BUG INSPECTION AND EXTERMINATION SERVICES FOR STATE PARK LODGES AND CABINS PER THE ATTACHED SPECIFICATIONS. ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 10/18/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND							

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **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.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>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> <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.</p>						

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<p>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> <p>REV. 05/26/2009 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 EXTEN 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 style="text-align: center;">NOTICE</p>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR211051</p> <p>BID OPENING DATE: 11/04/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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BED BUG INSPECTION AND EXTERMINATION

The West Virginia Division of Natural Resources (Division) is seeking bids for pest control services to eliminate bed bugs when discovered for overnight sleeping accommodations at various State Park and State Forest lodges and cabins.

SCOPE OF WORK – PEST MANAGEMENT

Work includes 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.

Pests covered for prevention and/or elimination shall include: Bed bugs

Vendor shall 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.

Contractor is expected to utilize industry standard methods for the inspection, detection and subsequent treatment of buildings, rooms, furnishings, fixtures, and textiles whereby bed bug can harbor and thrive. Various methods of treatment may include various methods of treatments including but not individually limited to: pesticide treatment, canister vacuuming, fogging, heat treatments and cold treatments – all as deemed necessary upon inspection for the successful elimination of eggs, the five larve stages and adult bed bugs.

Vendor must perform a thorough and complete inspection of infested and adjacent rooms (left, right, above and below) including behind baseboards, under loose wallpaper, inside swich and outlet plates, inside furniture seams, mattress seams, inbetween mattress and box springs, behind head boards and art work, in paneling seams, under loose carpet, and inside furniture, cabinetry and drawers. Vendor shall be responsible for providing for the placement of barricades, tarps, plastic, flag tape and other safety equipment required to protect the public, surrounding areas, equipment and vehicles.

If required, Vendor shall remove furniture, bedding, couches, chairs, rugs, and all other furnishings and fixtures in infected areas. These items are to be treated or wrapped in plastic and properly disposed of.

Award will be based on low bid per region.. Vendors may bid on any or all four regional contracts.

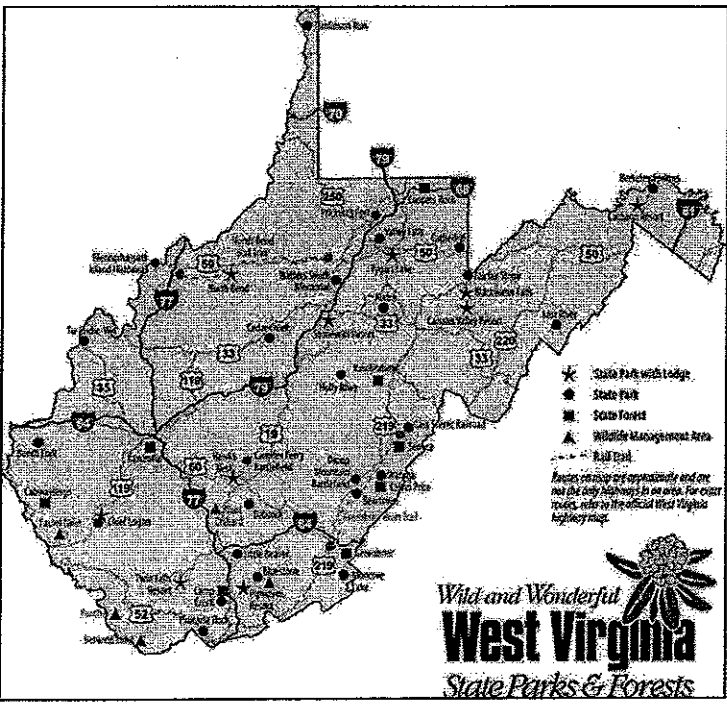
BED BUG INSPECTION AND EXTERMINATION

- 4. Hawks Nest State Park
31 Lodge Rooms
- 5. Babcock State Park
8 Standard Cabins, 8 Economy Cabins

REGION 4 CONTRACT INCLUDES

- 1. Chief Logan Lodge
75 Lodge Rooms
- 2. Cabwaylingo State Forest
14 Standard Cabins
- 3. Beech Fork State Park
6 Modern Cabins
- 4. North Bend State Park
29 Lodge Rooms, 9 Modern Cabins

GEOGRAPHIC MAP OF STATE PARK AND STATE FOREST LOCATIONS



BED BUG INSPECTION AND EXTERMINATION

SCHEDULE OF WORK

This contract will cover the emergency treatment of a bed bug infestation, and is subject to call-out upon the discoverance of a bed bugs within a covered facility. Vendor shall be required to respond to the property within twenty-four hours of the notification of the discovery.

Upon arrival to the property, a thorough inspection of each facility shall be conducted to locate any infestation. If an infestation is discovered, intensive treatment must be immediately scheduled to assure a resolution to eliminate all existing infestations. Inspection and treatment shall include all infested rooms as well as rooms to the left, right, above and below the infested room. This practice shall continue until rooms that have been inspected are free from infestation evidence. Any and all hallways, corridors, service areas, pipe galleys, and storage areas adjacent to the infested room shall be inspected and treated as well. Treatment of cabins shall include all rooms of the cabin including bedrooms, common rooms, living rooms, kitchens, closets, hallways, and service corridors and utility rooms.

Vendor shall also provide follow-up inspections and treatment, as needed at each facility. Costs associated with all necessary follow-up visits and subsequent treatments shall be included in the cost of the initial visit.

- Visits should be scheduled at minimum of ten to maximum of fourteen days apart.

Additional Treatments: Additional treatments may be required. The contractor shall provide monitoring and re-treatment as deemed neccessary, or at the request of Division.

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

Additional Inspections:

Additional inspections shall be made upon request by the Division to maintain quality standards. Contractor must respond to complaints from Division within 24 hours and resolve outstanding complaints within 7 days, until such time the infestation has been mitigated.

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

BED BUG INSPECTION AND EXTERMINATION

- Location of application
- Any precautions due to application
- Signature of Division representative

Site Examination / Pre-Bid Conference

A pre-bid conference is not required for this Contract; however, each bidder is encouraged to visit the site(s) and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The Bidder should make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions about the execution of the work.

Listed Below are names and phone numbers of the various Division facilities and parks. Please contact the park superintendent directly to schedule a site visit to the location.

REGION ONE

Cacapon State Park	Tom Ambrose, Superintendent	304-258-1022
Lost River State Park	Mike Foster, Superintendent	304-897-5372
Blackwater Falls State Park	Rob Gilligan; Superintendent	304-259-5216
Tygart Lake State Park	Brennon O'Sullivan; Acting Superintendent	304-265-6144

REGION TWO

Kumbrabow State Forest	Park Office	304-335-2219
Cass Scenic Railroad SP	Rob Sovine; Superintendent	304-456-4300
Seneca State Forest	Rob Sovine; Superintendent	304-799-6213
Watoga State Park	Mark Wylie; Superintendent	304-799-4087
Holly River State Park	Ken McClintic; Superintendent	304-493-6353
Greenbrier State Forest	Jeff Layfield; Superintendent	304-536-1944

REGION THREE

Bluestone State Park	Brett McMillion; Superintendent	304-466-2805
Pipestem Resort SP	Dave Caplinger; Superintendent	304-466-2804
Twin Falls State Park	Scott Durham; Superintendent	304-294-6000
Hawks Nest State Park	John Bracken; Superintendent	304-658-5196
Babcock State Park	Clinton Cochran; Superintendent	304-438-3004

REGION FOUR

Chief Logan Lodge	Danny Taylor; General Manager	304-855-6100
Cabwaylingo State Forest	Stuart Peters; Superintendent	304-385-4255
Beech Fork State Park	Matt Yeager; Superintendent	304-528-5794
North Bend State Park	Steve Jones; Superintendent	304-643-2931

BED BUG INSPECTION AND EXTERMINATION

Confirmation of Work Performed:

All service tickets must be signed by Division's representative (See Pre-Service Conference and Invoicing requirements, below). During the life of the Contract Division 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 Division'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.

Use of Chemicals:

All on-site pest control personnel must be trained and certified applicators.

The Contractor, prior to commencing work, shall provide photocopies to the Division 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 in addition to 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 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.

BED BUG INSPECTION AND EXTERMINATION

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 Division 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 Division, 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 Division prior to any use in any location. Contractor is not to use any product not approved by the Division 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 Division (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 Division'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.

BED BUG INSPECTION AND EXTERMINATION

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. In addition, should the Contractor fail to adhere to same, the Division has the sole discretion to deem such failure as sufficient cause for default and seek termination of the Contract.

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.

Supervision:

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 Division's prior written consent.

Fines, Citations, Damages:

The Contractor agrees to be solely and financially responsible for any and all fines, citations

BED BUG INSPECTION AND EXTERMINATION

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:

- A. Any site instructions, post orders, etc. available for review and approval by Division;
- B. Division 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 Division. Contractor shall supply telephone numbers and email addresses of Supervision, as defined herein.

Division 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 Division site policies and procedures as provided during initial pre-service conference. All Contractor personnel shall adhere to the State and Division'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 Division during Contractor's operations as well as upon completion of the work. A representative of Contractor and the Division, 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 Division 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 Division. These additions/deletions will be determined by agreed to findings between the Division 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. Any additions or deletions shall be at the vendor's bid rate.

BED BUG INSPECTION AND EXTERMINATION

Loss or Damage:

Any damage caused to the location by Contractor's employees will be the responsibility of Contractor to repair in a timely fashion or the Division will perform repairs and deduct the cost from the monthly payment. All repairs are subject to the Division's approval. The Division shall not bear the risk of any loss; Contractor shall be responsible for any loss or theft of any items and equipment, public or private, which are left in the work place.

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 Division personnel prominent and legible.
5. Include documentation of the 'Division's written permission to accept a proxy or designee's signature in lieu of that of the designated representative.

THE DIVISION WILL PAY FOR NO WORK WHICH CANNOT BE DOCUMENTED BY A SERVICE TICKET SIGNED BY A CURRENTLY VALID DIVISION REPRESENTATIVE.

BED BUG INSPECTION AND EXTERMINATION

REGION 1 BID FORM:

Includes:
Cacapon State Park; 48 Lodge Rooms, 11 Modern Cabins, 13 Standard Cabins, 6 Economy Cabins, Old Inn
Lost River State Park; 11 Modern Cabins, 15 Standard Cabins
Blackwater Falls State Park; 54 Lodge Rooms, 26 Modern Cabins
Tygart Lake State Park; 20 Lodge Rooms, 11 Modern Cabins

Price Per Square Foot: \$ _____

Total REGION 1: \$ _____

REGION 2 BID FORM

Includes:
Kumbrabow State Forest; 5 Pioneer Cabins, 1 Pioneer Cottage
Cass Scenic Railroad State Park; 20, 2 Story Company Houses
Seneca State Forest; 7 Pioneer Cabins
Watoga State Park; 10 Modern Cabins, 24 Standard Cabins
Holly River State Park; 10 Standard Cabins
Greenbrier State Forest; 12 Standard Cabins, 1 Modern Cabin

Price Per Square Foot: \$ _____

BED BUG INSPECTION AND EXTERMINATION

Total REGION 2: \$ _____

REGION 3 BID FORM

Includes:

Bluestone State Park; 26 Modern Cabins

Pipestem Resort State Park; 113 Lodge Room (McKeever), 30 Lodge Rooms (Mt. Creek) 26 Modern Cabins

Twin Falls State Park; 47 Lodge Rooms, 14 Modern Cabins

Hawks Nest State Park: 31 Lodge Rooms

Babcock State Park; 8 Standard Cabins, 8 Economy Cabins

Price Per Square Foot: \$ _____

Total REGION 3: \$ _____

BED BUG INSPECTION AND EXTERMINATION

REGION 4 BID FORM

Includes

Chief Logan Lodge; 75 Lodge Rooms

Cabwaylingo State Forest; 14 Standard Cabins

Beech Fork State Park; 6 Modern Cabins

North Bend State Park; 29 Lodge Rooms, 9 Modern Cabins

Price Per Square Foot:

\$ _____

Total REGION 4:

\$ _____

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: _____ Signed: _____
Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____