



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

State of West Virginia  
**Master Agreement**

Order Date: 2018-07-09

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

<b>Order Number:</b> CMA 0212 0212 PESTCTR18A	<b>Procurement Folder:</b> 467704
<b>Document Name:</b> DISTRICT ONE (1) - Statewide Contract for Pest Control	<b>Reason for Modification:</b>
<b>Document Description:</b> Master Agreement - Statewide Contract for Pest Control	Award of SWC1800000017
<b>Procurement Type:</b> Statewide MA (Open End)	
<b>Buyer Name:</b> Mark A Atkins	
<b>Telephone:</b> (304) 558-2307	
<b>Email:</b> mark.a.atkins@wv.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b> 2018-07-15
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2019-07-14

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> VS0000016028 Exterm-Tek Pest Control LLC 106 Tolley Hollow Rd  Charleston WV 25320-7734  US <b>Vendor Contact Phone:</b> (681) 205-3736 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Mark A Atkins <b>Requestor Phone:</b> (304) 558-2307 <b>Requestor Email:</b> mark.a.atkins@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

<b>Total Order Amount</b>	Open End
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**AGENCY COPY**

<b>PURCHASING DIVISION AUTHORIZATION</b> <b>SIGNED BY:</b> <b>DATE:</b> <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> <b>SIGNED BY:</b> <b>DATE:</b> <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ENCUMBRANCE CERTIFICATION</b> <b>SIGNED BY:</b> <b>DATE:</b> <b>ELECTRONIC SIGNATURE ON FILE</b>
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7/16/18

**Extended Description:**

Statewide Contract for Pest Control

Open-End

The Vendor: Extern-Tek Pest Control LLC of Charleston, WV, agrees to enter into this open-end contract with the State of West Virginia and Political Subdivisions to provide pest control services for District 1 per the bid requirements, specifications, terms and conditions, Addendum No.1 dated 05/24/2018, Addendum No. 2 dated 06/05/2018 and the Vendor's submitted and accepted bid dated 06/28/2018 (Best and Final Offer), and per the attached Pricing Page for District 1 all incorporated herein and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72102100			SF	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Pest Control per attached Exhibit A Pricing Page-District 1

**Extended Description:**

Pest Control per the attached Exhibit A - Pricing Page - District 1 Only

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on July 15, 2018 \_\_\_\_\_ and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000.00  
\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \$100,000.00  
\_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.



**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

REQUEST FOR QUOTATION  
Statewide Contract for Pest Control  
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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an open-end contract for pest control services. This contract may be awarded to multiple vendors based on the lowest cost per District. Vendors may bid on **any or all** Districts and it is not mandatory to bid on all ten (10) Districts.

The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all fifty-five (55) counties.

The State has been divided geographically into ten (10) Districts as follows:

- District 1:** Boone, Clay, Kanawha, Mason and Putnam counties.
- District 2:** Cabell, Lincoln, Logan, Mingo, and Wayne counties.
- District 3:** Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties.
- District 4:** Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties.
- District 5:** Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties.
- District 6:** Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties.
- District 7:** Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties.
- District 8:** Pendleton, Pocahontas, Randolph and Tucker counties.
- District 9:** Fayette, Greenbrier, Monroe, Nicholas and Summers counties.
- District 10:** McDowell, Mercer, Raleigh and Wyoming counties.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 **“Agency”** means Agencies to the State of West Virginia and/or its political subdivisions.
- 2.2 **“Contract Services”** means Pest Control Services as more fully described in these specifications.
- 2.3 **“EPA”** means Environmental Protection Agency.
- 2.4 **“IPM” or “Integrated Pest Management”** means the selections, integration, and implementation of multiple pest control techniques based on predictable economic,



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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.

**2.5** “MSDS” means Material Safety Data Sheet.

**2.6** “OSHA” means Occupational Safety & Health Administration.

**2.7** “Pricing Pages” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

**2.8** “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**3. MANDATORY REQUIREMENTS:** Vendor shall provide Agency with the Contract Services listed below on an open-end and continuing basis. Contract Services must meet or exceed the mandatory requirements as shown below.

**3.1 Pest Control Services:** Vendor will provide labor, materials, services, skills, supervision, and necessary tools and equipment to ensure that the Agency’s facilities will be free of pests. Vendor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Vendor hereby warrants that all services shall be performed in a timely and workmanlike manner. Vendor shall keep the property free and clear of excess materials, debris, and equipment at all times. Vendor shall provide the following services within the boundaries of each facility.

**3.1.1 Rodents, insects, and other pests:** Integrated Pest Management (IPM) methods shall be used to the extent possible to remove and exterminate rodents, insects, and other pests, for prevention and/or elimination of rats, mice, roaches, fleas, ants, silverfish, centipedes, millipedes, earwigs, spiders, crickets, and all other common insects. This contract does not include control of wood destroying organisms, birds, snakes, bats, (or any other mammals).

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- 3.1.1.1** 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 pest 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.
- 3.1.1.2** Pest covered for prevention and/or elimination shall include, but not limited to, rats, mice, roaches, fleas, ants, silverfish, centipedes, millipedes, earwigs, spiders, crickets, and all other common insects.
- 3.1.1.3** Vendor shall provide treatment using only pesticides that comply with Federal regulations.
- 3.1.1.4** Vendor 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 limited to the following:
- Accessible structural voids
  - Basement areas
  - Common areas, entrance ways, hallways, and stairways.
  - Elevator rooms and associated elevator pits
  - Food service areas, kitchens, employee break rooms, dining areas
  - Food storage areas
  - Garage and parking areas
  - Loading docks
  - Maintenance areas
  - Mechanical rooms and utility areas
  - Restrooms
  - Ten-foot perimeter around facility

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● **Trash collection areas**

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

**3.1.1.6** Vendor shall perform treatments within a schedule approved and authorized in writing by the agency which may require treatments to be performed outside of normal business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m. at no additional charge outside of the set fee within the Exhibit A - Pricing Page.

**3.1.1.7** Schedule of Services to be Provided - First month after issuance of deliver order: 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.

**3.1.1.8** Monthly visits should be scheduled at least once a month to all facilities, with kitchens and food preparation areas scheduled twice monthly. Follow up inspection and treatment, as needed, shall be accomplished at each facility.

**3.1.1.10** Additional inspections shall be made upon request by the Agency to maintain quality standards.

**3.1.1.11** Vendor must respond to complaints from the Agency within twenty-four (24) hours and resolve outstanding issues within seven (7) days.

**3.1.2 Elimination of Bed Bugs**

**3.1.2.1** Vendor 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 but not individually limited to: Pesticide treatment, canister vacuuming, fogging, heat treatments and cold treatments – all as deemed necessary

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upon inspection for the successful elimination of eggs, the five larva stages and adult bed bugs.

- 3.1.2.2** 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 switch and outlet plates, inside furniture seams, mattress seams, in between mattress and box springs, behind head boards and art work, in paneling seams, under loose carpet, and inside furniture, cabinetry and drawers.
- 3.1.2.3** 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.
- 3.1.2.4** When 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.
- 3.1.2.5** This contract will cover the emergency treatment of a bed bug infestation, and is subject to call-out immediately after bed bugs are discovered within a covered facility. Vendor shall be required to respond to the property within twenty-four hours of the notification of the discovery.
- 3.1.2.6** 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.

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- 3.1.2.7** Vendor shall also provide follow-up inspections and treatment, as needed at each facility. Visits should be scheduled at minimum of ten (10) to a maximum of fourteen (14) days apart.
- 3.1.2.8** Additional treatments may be required. The Vendor shall provide monitoring and re-treatment as deemed necessary, or at the request of the Agency.
- 3.1.2.9** All treatments and inspections must be scheduled with the Agency on a location-by locations basis.
- 3.1.2.10** Additional inspections shall be made upon request by the Agency to maintain quality standards. Vendor must respond to complaints from the Agency within 24 hours and resolve outstanding complaints within 7 days, until such time the infestation has been mitigated.

**3.1.3 Use of Chemicals**

- 3.1.3.1** All on-site pest control personnel shall be trained and certified applicators.
- 3.1.3.2** The Vendor, prior to commencing work, shall provide copies to the Agency of its business Pest Control License and of the Pesticide Applicant Certificates in General Household Pest Control for every Vendor Employee who will be performing on-site services under the contract. These licenses and certifications must be maintained throughout the life of the contract.
- 3.1.3.3** 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.
- 3.1.3.4** Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.

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- 3.1.3.5** The vendor shall provide labels and material safety data sheets (MSDS) for every pesticide used on the premise.
  - 3.1.3.6** Pesticides shall not be stored on-site.
  - 3.1.3.7** Pesticides shall never be applied when employees are present and/or inside of buildings which may require the treatment to be performed after normal business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.1.3.8** Pesticides shall never be applied when facility HVAC systems are off.
  - 3.1.3.9** Pesticides applied to the air shall never be used for routine treatment inside facilities.
  - 3.1.3.10** Pesticides shall be applied only as a containerized or crack and crevice treatments in which the applied treatment is never visible.
  - 3.1.3.11** 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 their application shall be pre-approved by the agency.
  - 3.1.3.12** 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.
  - 3.1.3.13** Bait formulations, traps, vacuuming, sanitation, and exclusion techniques shall be emphasized for insect control inside facilities.
- 3.1.4 Environmental Health, Safety, Hazardous Substances And Hazardous Materials:** The following defines minimum requirements Vendor shall follow for Environmental Health, Safety,

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Hazardous Substances, Recycling, Hazardous Materials, Hazardous Waste Characterization and Disposal, Waste Minimization, Personnel Training, Required Notifications, Permits and Records Retention.

- 3.1.4.1 OSHA Regulations:** Vendor shall comply with all applicable requirement of the "General Industry Standards: of OSHA guidelines.
- 3.1.4.2 Material Safety Data Sheet:** Vendor shall provide MSDSs and description literature for each chemical/compound/mixture used in the performance of the Contract to the Agency before the commencement of any work hereunder. All MSDSs provided shall be of the latest version. Hazardous products shall not be used, except with prior approval of the Agency, and must be disposed of properly by the Vendor in accordance with US EPA Guidelines. Vendor shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compound/mixtures used in the execution of the contract.
- 3.1.4.3 Hazardous Substances/Hazardous Materials:** Vendor shall submit MSDSs for approval of products to be used to the Agency prior to any use in any location. Vendor is not to use any product no approved by the Agency anywhere at any location. Vendor shall not use any product that has a ph level of less than 3 or a ph level greater than 11. Vendor is permitted to use certain products that the MSDS rates as "Flammable or Mildly Toxic" only with approval from the Agency.
- 3.1.4.4 Proper Disposal of Spent or Used Products:** Certain chemicals/compounds/mixtures require proper disposal after they have been spent or used by the US EPA and WV DEP. Vendor is required to establish discrete waste streams for any chemicals that require proper disposal according to Federal Regulations. Vendor is not permitted to store any chemicals at the location for any reason without the Agency's written permission.

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- 3.1.4.5 Supervisor and Personnel Training:** Vendor is required and shall train all supervisors permitted on-site and personnel prior to job assignment at the location. Vendor shall provide verifiable documentation that supervisors have completed a minimum of four (4) hours Hazardous Materials "Awareness Level" training from an approved training provider.
- 3.1.4.6 Records Retention by the Vendor:** Vendor 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" as required by Federal Regulation.
- 3.1.4.7 Special Permits, License & Product Notifications:** Certain cities, counties and municipalities require hazardous materials licenses prior to use of certain products. The Vendor is responsible for obtaining all necessary licenses and permits regarding any hazardous materials prior to execution of this contract.
- 3.1.4.8 Personal Protective Equipment:** All personnel are required to wear personal protective equipment in the execution 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.
- 3.1.4.9 Waste Minimization Programs:** The US EPA and the WVDEP require the minimization of waste by the use of water-soluble chemicals where possible. Vendor is expected to utilize, to the extent feasible, the use of water-soluble and user friendly products that are available.

**3.1.5 Uniform and Vehicle Identification**



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**3.1.5.1** Pest Control personnel working under this contract shall report to work in uniforms provided by the Vendor.

**3.1.5.2** The uniform shall clearly identify the employee as working for the Vendor.

**3.1.6 Confirmation of Work Performed**

**3.1.6.1** All service tickets must be signed by the Agency's representative. During the life of the contract, Agency may designate replacement, proxy or surrogate representative through written notification to the Vendor. This notification may be for temporary periods to cover regular representative's leave time or for more permanent period where confirmation from the Agency's original representative is not feasible.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide the State of West Virginia with a purchase price on all Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest price per square foot per District, as shown on the Exhibit A - Pricing Pages.

**4.2 Pricing Pages:** For prevention/elimination of common insects, Vendor shall enter a price per square foot for each type of building listed. For elimination of bed bugs, Vendor shall enter the price per square foot for inspection, and the price per square foot for treatment.

Vendor should complete the Pricing Pages in its entirety as failure to do so may result in Vendor's bids being disqualified. Vendors should only bid on the Districts they would like to service. It is not required that Vendors bid on all 10 Districts. If using the Excel document included in this solicitation, individual District numbers are listed on the tabs at the bottom of the workbook. Subtotal A, Subtotal B, and the Total Bid Amount will sum automatically when the Vendor enters the price per square foot.

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Vendors submitting bids electronically through wvOASIS should enter zero (0) as the unit cost and upload the completed Exhibit A – Pricing Pages for the Districts they are bidding on and include as attachments with their bid submission.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel cost may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**7. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**7.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**7.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**7.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**7.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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7.5 Vendor shall inform all staff of Agency's security protocol and procedures.

**8. VENDOR DEFAULT:**

8.1 The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

9.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 9.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** See pricing page

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Attachment A - Pricing Pages**  
**Best and Final Offer**

**District 1: Boone, Clay, Kanawha, Mason and Putnam Counties**

<b>Integrated Pest Management Rodents and Common Insects</b>	
Treatment - Price Per Square Foot (per month) for occupied one story buildings:	\$0.03
Treatment - Price Per Square Foot (per month) for occupied multi-story buildings:	\$0.03
Treatment - Price Per Square Foot (per month) for food-service areas of buildings:	\$0.03
Treatment - Price Per Square Foot (per month) non-occupied buildings (parking garages, warehouses, etc.)	\$0.01
<b>Elimination of Bed Bugs</b>	
Inspection - Price Per Square Foot (as needed)	\$0.00
Treatment - Price Per Square Foot (as needed):	\$0.20

<b>Vendor Name:</b>	<b>Exterm-Tek Pest Control, LLC</b>
<b>Address:</b>	<b>106B Tolley Hollow Rd</b>
	<b>Charleston, WV 25320</b>
<b>Phone:</b>	<b>304-988-5885</b>
<b>Contact Name:</b>	<b>Conrad Carpenter</b>
<b>Email Address:</b>	<b>admin@bestofthepest.com</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/20/2018

<b>PRODUCER</b> Ellis Insurance Agency Danielle M. Ellis 5949 Sissonville Drive Charleston WV 25312	<b>THIS CERTIFICATION 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.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Exterm-Tek, LLC 106 Tolley Hollow Dr Charleston, WV 25320	INSURER A: Western World	
	INSURER B:	
	INSURER C:	
	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/ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NPP8392612	02/20/2018	02/20/2019	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
	MED EXP (Any one person)				\$ 5,000	
	PERSONAL & ADV INJURY				\$	
	GENERAL AGGREGATE				\$ 2,000,000	
	PRODUCTS - COMP/OP AGG				\$ 2,000,000	
					\$	
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 100,000  BODILY INJURY (Per person) \$ 50,000  BODILY INJURY (Per accident) \$ 200,000  PROPERTY DAMAGE (Per accident) \$ 50,000	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### CERTIFICATE HOLDER

### CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ 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

*Danielle M. Ellis*