



State of Oklahoma
Oklahoma Department of Commerce
Building Maintenance

Solicitation

Solicitation #: FY 17-06-0425

Solicitation Issue Date: April 25, 2016

Brief Description of Requirement:

The Oklahoma Department of Commerce seeks proposals from qualified (Oklahoma licensed/certified) pest elimination/control companies to manage pest issues in its offices at 900 North Stiles, Oklahoma City, Oklahoma. We prefer to employ IPM methods to achieve our goals. IPM is a process for achieving long-term environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. All questions must be submitted by email to judy.bartz@okcommerce.gov no later than 3pm CST on May 9th, 2016. Response to all question will be sent out to all vendors and posted to website no later than 3pm CST on May 11th, 2016.

Response Due Date¹: May 23rd, 2016

Time: 3:00pm Central Time

Issued By and RETURN EMAILED BID TO²:

Contracting Officer: judy.bartz@okcommerce.gov

Agency Name: Oklahoma Department of Commerce

Solicitation Type (type "X" at one below):

- Invitation to Bid
 Request for Proposal
 Request for Quote

1. **Shipping Location:** Oklahoma Department of Commerce 900 N. Stiles Oklahoma City, Oklahoma 73104

2. **Contracting Officer:**

Name: Judy Bartz

Phone: 405-815-5103

Email: judy.bartz@okcommerce.gov

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



**State of Oklahoma
Oklahoma Department of Commerce
Building Maintenance**

Responding Bidder Information

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

1. **RE: Solicitation #** FY17-06-0425

2. **Bidder General Information:**

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

3. **Bidder Contact Information:**

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

4. **Oklahoma Sales Tax Permit**³ (type "X" at one below):

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

5. **Registration with the Oklahoma Secretary of State** (type "X" at one below):

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

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

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act (type "X" at one below):

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)⁴

Authorized Signature _____
Date

Printed Name _____
Title

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>
⁴ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/fags.html#221>



**State of Oklahoma
Oklahoma Department of Commerce
Building Maintenance**

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

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: FY17-06-0425

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision employee as to create a sole source acquisition in contradiction to Section 85.45j.1. of this title.

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

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

Solicitation #:

DCS/PURCHASING

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A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted by email to judy.bartz@okcommerce.gov.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time in the subject line. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.5. Bid Opening

Emailed bids shall be opened by _____ located at _____
_____ at the time and date specified in the solicitation as the Response Due Date and Time.

Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.6. Late Bids

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

A.7. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.8. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.9. Manufacturers' Name and Approved Equivalent

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

A.10. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

A.11. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:1115-7-32.

A.12. Award of Contract

- A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php> .

A.13. Contract Modification

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

A.14. Delivery, Inspection and Acceptance

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

Invoicing and Payment

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.15. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.16. Audit and Records Clause

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.17. Non-Appropriation Clause

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

A.18. Choice of Law

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

A.19. Choice of Venue

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

A.20. Termination for Cause

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.21. Termination for Convenience

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.22. Insurance

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

A.23. Employment Relationship

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

A.24. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.25. Compliance with Applicable Laws

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

A.26. Special Provisions

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

B. SPECIAL PROVISIONS

1. Term: The contract period is from July 1, 2016 through June 30, 2017.

2. Contractor Management:

The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The Contractor shall provide a name of an alternate(s), who shall act for the Contractor when the Contract Manager is absent. The Contract Manager or alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract.

The Contract Manager or alternate shall be available during ODOC business hours (8:00 a.m.-5:00 p.m.) with a two (2) hour response time to meet with ODOC representatives to discuss issues. After ODOC business hours, the manager or designated alternate shall be available within two (2) hours.

The Contract Manager and alternate(s) shall be able to read, write, speak and understand English.

3. Contractor Staff:

Contractor's employees must adhere to the State's smoke free policy.

Contractor's personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing clothing bearing the name of the company and must carry photo identification at all times. If company logo uniforms are not possible, the Contractor and ODOC will choose a mutually agreeable style and color prior to the beginning of contract.

Commerce has the authority to restrict the on-site presence of any Contractor's employee, or prospective Contractor's employee who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the agency.

The Contractor shall provide ODOC a current background report from the Oklahoma State Bureau of Investigation (OSBI) for their employees who perform duties at ODOC. The report shall be submitted to ODOC prior to working at ODOC facility. The background report for each of the employee's will be reviewed by ODOC Executive Staff.

In no way will ODOC be involved in the hiring of the Contractor's employees; however, ODOC has the right to deny access to Contractor's employees if they do not obtain a favorable OSBI clearance.

Upon review by ODOC Executive staff, the Building Manager will notify the vendor Contract Manager of the acceptance or denial of the potential Contractor employee.

4. Contractor Provided Equipment

The Contractor shall furnish all equipment and tools necessary to properly perform the work defined in this contract.

All equipment shall be in good working order and be clean to prevent marking or scratching of fixtures, furnishings or building surfaces.

All electrical equipment used by the Contractor shall be UL approved. This equipment must operate using 120V existing circuits. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of existing building circuits.

ODOC reserves the right to reject any equipment found to be unsafe or substandard.

5. Damage to the Building

Damage caused to the building by the Contractor's staff or the Contractor's equipment shall be charged to the Contractor.

Such damages may include but not limited to, electrical outlets, damages caused by sprayers, and stains to carpet, stained and painted surfaces and furnishings.

The staff shall not unplug ODOC equipment in order to gain access to an electrical outlet. There are sufficient electrical outlets located throughout the building for the Contractor's use, if necessary, which can be identified prior to contract effective date.

It is imperative that the Contractor's staff annotate required repairs or damage to the Building Manager.

6. Fire Prevention

In the event of fire, notify the Fire Department.

Waste materials shall not be left in the building.

Flammable liquids shall not be stored in the building.

7. Security:

Identification Badges:

Any Contractor issued identification cards will be visible at all time while performing duties at ODOC.

The Contractor shall be responsible for safeguarding all ODOC equipment.

8. Hours of Operation:

The office of ODOC are open for business from 8:00 am to 5:00 pm Monday through Friday, excluding state holidays. Work by the Contractor that might be considered invasive or leave a distinctive odor inside the offices of ODOC shall be performed when the offices are closed, preferably on a Saturday in coordination with the ODOC Building Manager.

9. Insurance

The Contractor shall maintain such insurance that will protect the State from its contingent liability from claims under Workmen's Compensation or acts and from any other claims for damages for personal injury including death which may arise from operations under this contract, whether operations are performed by the individual Contractor or anyone directly or indirectly employed by the Contractor.

Contractor will carry adequate property damage insurance and is liable for any property damage caused by Contractor's employees or chemicals or traps used by Contractor.

All policies shall be open to inspection by the State. **A copy of the Contractor's Workers' Compensation insurance policy shall be furnished to the Agency when the contract is issued.** Other insurance policies will be furnished upon request.

If the Contractor fails to show them on request or if he fails to effect or maintain insurance as above, the State may cancel the contract without further liability on the part of the State.

10. Lost and Found:

It is the responsibility of the Contractor to ensure that all items found by the Contractor's employees are turned over to the ODOC Building Manager.

Any item given to the Contractor's employees by ODOC staff must be reported to the Building Manager immediately. This procedure will avert erroneous reports of theft.

11. Oklahoma Department of Commerce Requirements

ODOC shall furnish, without cost to the Contractor, a reasonable amount of utilities in connection with the performance of this contract, such as water, sewage and heating

Chemicals of any type brought in by Contractor's staff must be approved by the Building Manager.

Any personal items given to a member of the Contractor's staff by ODOC associates must be reported to the Building Manager for documentation.

12. Utility Conservation

The Contractor shall instruct employees in utility conservation practices; this includes: Water; sewer; electrical and gas utilities. The Contractor is responsible for ensuring all lights, except security lights, are turned off before securing the building at the close of shift. This excludes lights that ODOC employees may be using.

Contractor employees shall not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.

Water faucets or valves shall be turned off after the required usage has been accomplished.

This contract cannot be assigned or subcontracted to any other party. If this contract is assigned or subcontracted to any other party, ODOC reserves the right to immediately cancel the contract without advance notice to the Contractor. ODOC shall not be responsible for any damages to Contractor, or the party or parties to whom the Contractor has assigned or subcontracted this contract.

C. SOLICITATION SPECIFICATIONS

1. Overview:

The Oklahoma Department of Commerce seeks proposals from qualified (Oklahoma licensed/certified) pest elimination/control companies to manage pest issues in its offices at 900 North Stiles, Oklahoma City, Oklahoma. We prefer to employ IPM methods to achieve our goals. IPM is a process for achieving long-term environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices.

2. IPM Definition

Integrated Pest Management (IPM) is a common sense approach to pest management that utilizes a variety of different control methods. Conditions that introduce pests, sustain their existence and promote infestations are addressed first. By doing so, targeted pests are likely attacked from many different angles with less dependency on pesticides. Pesticide applications and procedures may still play a role in an IPM program but are not the central focus of the overall plan.

Significant resources are also placed on pest exclusion, housekeeping and storage practices and structural modifications if necessary. A successful IPM program requires the partnership of everyone involved in the management and maintenance

of the building and the residents as well. The program is educational, participative, innovative, well planned, and precisely executed.

3. Pests covered

The Contractor shall furnish all work, labor and materials (unless specifically excluded) for the management of rodents (rats and mice), crawling insects, i.e. cockroaches (all native species), ants (except carpenter and pharaoh ants), bedbugs, spiders, beetles, fabric and stored product moths and beetles, silverfish/firebrats, wasps, centipedes, millipedes crickets, and other household pests, except termites, birds and nuisance animals from the buildings and grounds of the Oklahoma Department of Commerce.

4. Service hours and days

Routine pest control services that do not adversely affect the employees and activities shall be scheduled Monday – Friday, 8 AM – 4 PM exclusive of ODOC recognized holidays.

5. Emergency Availability

The Contractor shall be available, on call, for “Emergency” hours (nights, weekends, holidays and overtime) for an agreed upon fee. All additional charges shall be justified and approved by ODOC in advance.

6. Products, Tools

- a. Prior to the commencement of work, the Contractor shall provide ODOC a list of all pesticide products (insecticides and rodenticides) to be used on ODOC properties, their labels and Material Safety Data sheets,
- b. Only EPA approved products, registered in the State of Oklahoma shall be used in accordance with label direction
- c. The list shall be updated as needed by the Contractor,
- d. The Contractor may introduce and recommend new products to ODOC,
- e. These lists shall be reviewed and approved by ODOC prior to their use,
- f. ODOC may request additional products be added to the Contractors list of products,
- g. ODOC may reject or limit the use of specific products (i.e., “No Fogs!”),
- h. The Contractor shall not store any products or equipment on ODOC’s property unless prior approval is granted,
- i. Additional IPM tools are expected to be available and used by the Contractor; these tools must include:
 - Insect monitors, tamper-resistant rodent bait stations and traps,
 - Scrapers to remove accessible dead insects and rodents, cockroach droppings and old insecticide gels, etc.
 - HEPA vacuums and/or sweepers and to remove dead insects their parts, rodent hairs and droppings, etc. Contractor will be responsible for removal of insect carcasses, parts or other detritus associated with successful pest control.
 - Pesticide applications shall be according to need and not by schedule. As a general rule, the application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area. Requests for preventive treatments in areas where surveillance indicates a potential insect or rodent infestation shall be evaluated by ODOC on a case –by-case basis. Written approval must be granted by ODOC prior to any preventive pesticide application
- j. If pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

7. Service Methods

- a. The Contractor shall describe its’ IPM service methods, plans and procedures for
 - i. Corrective action for insects and rodents,
 - ii. Preventive maintenance,
- b. The Contractor’s personnel shall check-in prior to work and check-out with the Building Manager or designee.
- c. All methods of service and application shall be in accordance with the “Good Practices of the National Pest Management Association”.

8. Safety

- a. The contractor shall conduct its services in a safe and careful manner,
- b. The contractor shall abide by all laws, statutes, regulations and directives issued by OSHA, EPA, and the State of Oklahoma.

- c. The contractor shall provide safety equipment as required by OSHA, EPA and specific product labels.

D. EVALUATION

- 1. **Bids will be evaluated on a lowest and best evaluation process.**
 - a. References and cost will be the determining factors.

E. INSTRUCTIONS TO SUPPLIER

1. Mandatory On-Site:

- a. The Oklahoma Department of Commerce (ODOC) will provide a access for mandatory on-site visit. All on-site visits must be scheduled with the Building Manager. Call 405-815-5154 to schedule visit. The attached on-site confirmation document must be signed by the Building Manager and submitted with bid response.
- b. The Building Manager will not answer questions concerning the requirements; only provide a tour of the facility.

2. Required Bid Documents:

- a. The following information with the bid response:
- b. References for three governmental facilities with approximately the same square footage and evening requirements.
- c. If three references are not available for similar size, submit references ensuring that square footage of facility is listed in the reference.
- d. The vendor must indicate the monthly cost for current and option years.
- e. Proper insurance documentation as defined in Section B.9
- f. On-Site Visit Confirmation Document.

- 3. **Bids are due as stipulated on the cover document of this invitation to bid.**

F. CHECKLIST

None

G. OTHER

None

H. PRICE AND COST

- 1. **Reference Attachment A**
 - a. Contractor Information and Cost Sheet

CONTRACTOR INFORMATION AND COST SHEET

Services/Description	7-1-16 through 6-30-17	7-1-17 through 6-30-18	7-1-18 through 6-30-19
	Monthly/Annual	Monthly/Annual	Monthly/Annual
Pest control services			
Total Period Cost			

Vendor Contact:

Contract Manager Name: _____

Contact Information: **Phone:** _____ **Cell:** _____

Email: _____