

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: PROFESSIONAL PEST CONTROL AND WASTE SERVICES FOR THE OHIO DEPARTMENT OF TRANSPORTATION

CONTRACT No.: OT904907

EFFECTIVE DATES: 12/01/06 to 11/30/09
Renewal through 11/30/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904907 that opened on 11/13/06. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to Ohio Department of Transportation 1980 West Broad St., Columbus, OH 43223, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Peggy J. Canada, CPPB
Peggy.canada@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

Signed: _____
Carol Nolan Drake, Director Date

TABLE OF CONTENTS

| <u>CLAUSES</u> | <u>PAGE NO.</u> |
|-----------------------|------------------------|
| Mandatory Site Visit | 3 |
| Contract Award | 3 |
| Evaluation | 3 |
| Usage Reports | 5 |
| Specifications | 6-13 |
| Contractor Index | 14 |

CONTRACT ITEMS

| | |
|----------------|----|
| Price Schedule | 14 |
| Part A | 14 |
| Part B | 14 |

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

MANDATORY SITE VISIT: A mandatory site visit will be held on October 27, 2006 at the Ohio Department of Transportation, 1980 West Broad St., Columbus, OH 43223, to survey the facility and discuss the requirements of the Bid. The site visit will commence promptly at 5:00 p.m., barring an unforeseen circumstance that results in a delay of the site visit. Attendance will be taken. The State will not be responsible to a Bidder for their failure to obtain information discussed during the site visit due to their arriving after the site visit has convened. Bidders who fail to attend the mandatory Bid conference will be deemed not responsive.

The purpose of the visit is for the Bidders to familiarize themselves with 1) location and size of the facility, 2) the security guidelines at each institution, and 3) specific areas to be serviced. Any added information regarding the mandatory site visit please contact Bob Denman, Building Maintenance Superintendent at (614) 204-9976.

PROOF OF INSURANCE, BLANKET COVERAGE, SPECIAL HAZARDS: The Bidder should submit with their Bid response, certificates and/or copies of coverage of public liability and property damage insurance. Contractors shall not cause them to be canceled or permit them to lapse until the work has been performed and the Contract has been completed.

LICENSE CATEGORIES:

In order to be considered for award(s) of this Contract, the Bidder shall be licensed by the Ohio Department of Agriculture in the following categories which include Category 7 and 10 as listed below:

- (7) Vertebrate Animal Control
- (10) Domestic, Institutional, Structural, and Health-related Pest Control
 - (10a) General Pest Control
 - (10b) Termite (Optional - Unless specified by institution)
 - (10d) Mosquito, House fly, and other Vector Control

NOTE: Bidder's license shall be active, at the time of Bid opening, and in force for the duration of the Contract.

REFERENCES REQUIRED: Each Bidder is to submit with the Bid a listing of three (3) references who they are currently providing pest control services. Please include name, address and current telephone number of each reference.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will determine the price of each institution/group of institutions, multiply the estimated applications, per requested usage or annual usage, which ever is applicable, to the corresponding unit price, and then add these totals together. Part A under Price Schedule will be regular service, it will be calculated as cost per month regular removal, M-F 7 a.m. - 5 p.m. times the 3 year total. Nuisance animal trapping/removal will be calculated as the cost per day regular removal times 365 days/year to place traps, checks traps on a daily basis and empty traps and remove any caught animal to another location. Part B will be the aggressive pest control service as cost per day times twice per week for 8 weeks or as needed. Hazardous waste removal and rodent removal will be calculated as an application for after 5 p.m., weekends, and holidays times the 3 year total. As a non evaluation item, odd call items (bees, geese, etc. will be on call and handled by the agency direct spending authority utilizing a separate purchase order and payment by a credit card.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the Bid and then adding each of the totals together to arrive at a total for all items. Failure to Bid all items may result in the Bidder being deemed not responsive.

FIXED-PRICE WITH IN-SERVICE COST ADJUSTMENTS: The Contractor agrees to adjust the total monthly charges for any decrease/increase in the number of service visits required for the performance of rodent/hazardous waste removal. All adjustments will be in accordance with the Contract.

SUBCONTRACTOR: Subcontracting will be allowed only for the purpose of the rodent/hazardous waste removal if in the event the vendor does not provide this service. All Contractors will be held solely responsible to meet the performance schedules and specifications for services in a timely and professional manner.

CERTIFICATION: A certificate attesting to the fact that the Contractor has the maintenance services and personnel to repair and maintain the various types of equipment requirements specified in this Bid. Such certification shall be submitted with the Bid. Furthermore, this certificate shall be on business or corporate letterhead paper and signed by a duly authorized representative of the organization submitting the response.

PROOF OF LICENSE: Each Bidder is to submit with their Bid a copy of their current license. The license must cover the specification requirements stated in this Bid. The Contractor and pesticide technicians shall be properly licensed by the Ohio Department of Agriculture and shall be in compliance with all existing federal, State, and local regulations governing the performance of pest control work and the use of pest control materials.

BIDDER QUALIFICATIONS/DOCUMENTATION:

The Bidder must utilize trained personnel directly employed or supervised by him for services rendered under this Contract. The Bidder must be able to supply personnel, equipment and materials to perform professional pest control services on any awarded facility(s).

The Bidder may be asked to supply the name of a supervisor and an alternate identified with copies of applicator license during the evaluation of this Contract. The supervisor shall be the Contractor's authority to act on matters pertaining to the performance of services required under the Contract. This individual shall assure safety and carry out coordination and continuity of the program routine. The supervisor and alternate shall both have a working knowledge of this Contract and detailed pest control services plan and schedule for each building. The supervisor and alternate must both meet the qualifications identified below:

Pest Control Technicians: The Contractor shall provide, the names of all pest control personnel assigned to this Contract and pertinent information regarding their qualifications, experience and training. Throughout the life of this Contract all personnel providing on-site pest control services must be certified in appropriate category of structural and health related pest control. No uncertified personnel will be permitted to work on-site under this Contract.

- A. **Conduct** - The Contractor and pest control personnel shall maintain the highest standards of conduct and integrity while on facility premises.
- B. **Appearance** - Pest control technicians shall wear a distinct uniform with the company's name displayed and present a clean, neat, and professional appearance.
- C. **Identification** - The Contractor's personnel shall wear proper company identification when servicing the facilities(s). Technicians shall have an identification photo also.
- D. **Personnel's Equipment** - The Contractor shall supply and insure that each service technician assigned to these facilities maintains the necessary and required equipment for the safe use and application of pesticides if same are required by conditions.
- E. **Replacements** - The Contractor shall be responsible for the orientation of replacement personnel who are not familiar with the facilities to be serviced.

The Bidder must have a minimum of five (5) years experience in professional pest control services. A letter on Bidder's company letterhead certifying that the Bidder meets the above requirements should be submitted with the Bid response. Failure to submit the letter, as specified, may deem your Bid non-responsive and further consideration for award may not be given.

The Bidder is to provide three (3) references of commercial customers for whom the Bidder has provided preventive maintenance services for pest control services similar to the services listed in the Bid within the last three (3) years, including contact name and telephone number. Failure to submit references, as specified, may deem your Bid non-responsive and further consideration for award may not be given.

A copy of the pest control work order form and supporting documentation that the Contractor proposes to use may be requested. Failure to supply a copy of the pest control work order form, as specified, may deem your Bid non-responsive and further consideration for award may not be given.

The Bidder is to provide technician(s) resume(s) detailing training, experience, and certifications. The Bidder is to have all necessary licenses and/or permits to perform complete professional pest control services within the State of Ohio. Failure to submit resumes and copies of certifications/licenses as specified may deem your Bid non-responsive and further consideration for award may not be given.

USAGE REPORTS: Every (4) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Peggy J. Canada.

E.D.G.E Certification: The Office of State Purchasing has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Contractor.

SPECIFICATIONS

I. GENERAL REQUIREMENTS

A. SERVICE REQUIREMENTS

1. The pest control Contractor will furnish necessary labor, equipment and material. The Contractor will provide the building with service for the extermination and prevention of pest infestation of all reported infestation.
2. The Contractor will address any rodent waste material encountered via collection and removal of the waste according to all applicable federal, State, and local laws and regulations.
3. The scheduled service will include all offices, restrooms, eating areas, snack and vending rooms, halls, service closets, panel closets, penthouse, crawl spaces, basement, sub-basement, vent stacks, food preparation, storage, dormitories, agricultural areas, and any other areas that the institution deems necessary in the specifications.

The Contractor shall perform routine pest control services that do not adversely effect building occupant health or productivity, during the regular hours of operation in the buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the following specifications of the institutions listed herein, the Contractor shall notify the Building Maintenance Superintendent at least one day in advance for written pre-approval.

4. Pest control services shall be a process for achieving long-term, environmentally sound pest suppression through the use of a variety of technological and management practices. Strategies in a pest control service program are to include monitoring and physical, cultural, biological, and procedural modifications that reduce the food, water, harborage, and access used by pests. Chemical controls may be used to kill rodents but must be used with a trap method. Traps must be cleaned and/or replaced regularly.
5. All services are to be done during normal business hours, unless otherwise specified. It is to be the Contractor's responsibility to determine the amount of man hours necessary to cover the site. Everything must be returned to its original location and order when the Contractor leaves the site. The method used must be effective for no less than thirty (30) days after each application. The Contractor must contact the Building Maintenance Superintendent and/or health and safety coordinator prior to any service via telephone and/or e-mail and give a detailed report on areas covered upon completion of services.

Exclusions to the normal business hour guidelines apply to the extensive removal of rodent waste material. This is due to the necessity of not affecting building occupants' health or productivity and requiring them to be out of the designated areas in order to properly, thoroughly, and safely address the task. This service shall be performed after regular business hours and arranged with the Building Maintenance Superintendent prior to the service.

6. Contractors shall adhere to all institution security requirements.
7. To meet security requirements when appropriate, before work commences, the Contractor is to furnish a list of service personnel that are to have access to the building and the name and license number of the certified pesticide applicator under whom any non-certified applicators, i.e. trainees, will be working. Non-certified applicators are to be accompanied by a certified pesticide applicator at all times.

All Contractor personnel working in or around buildings designated under this Contract shall wear distinctive clothing. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall comply with FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and the specific pesticide labels.

8. Billing: Billing of services shall be on a monthly basis. The Contractor will be required to keep track of hours necessary in order to carryout services per visit. The details of tasks performed will be submitted along with the hours for services rendered on a weekly report to the Building Maintenance Superintendent or a designated maintenance employee. A monthly Statement will be issued to the Building Maintenance Superintendent referencing these weekly reports and hours.

The department has the right to audit these monthly bills and verify that the hours worked and services performed match the weekly report, sign-in sheets and work reports.

B. VERMIN CONTROL

1. The successful Contractor will furnish necessary labor, equipment, and materials for extermination, control, and prevention of all pests including, but not limited to, rats, mice, roaches of all varieties, flies, bees of all varieties, yellow jackets, water bugs, fleas, lice, silverfish, spiders, ants and clover mites.
2. Work Report - The Contractor's technician must submit to the building's designated representative signed copies of work orders indicating check-in and check-out time, the area serviced, method used, the pesticide used, and the rate/concentration or amount of material applied. These orders will become the basis for the proof of services rendered in order to qualify the Contractor for payment. The Contractor is required to specify a specific day(s) that work will be performed weekly.
3. Upon reporting to the site the Contractor shall check-in on arrival. The Contractor shall then report to the Building Maintenance Superintendent to pick up the pest control log which will be the instrument which will become the basis for payment. A detailed invoice with itemization is required for monthly billing along with the hours of service rendered. The Contractor must report to the office specified for each building entered and be escorted throughout. Each escort will sign the log on completion. The log is returned to the Building Maintenance Superintendent at the end of the day. Upon completion of the work, the Contractor will check-out.
4. The Contractor shall provide detailed, site-specific recommendation for any structural and procedural modifications needed to and for pest prevention. No partial treatments of buildings will be accepted unless the Licensed Pesticide Applicator can provide reasonable evidence to the Building Maintenance Superintendent that the infestation is localized within a specific area and will not spread beyond the zone of treatment.
5. Emergency Service – The Contractor will provide emergency service to treat infested areas, upon request, within twenty-four (24) hours of notification. There will be no extra charge for such service. This Contractor's emergency service number shall give the institution access to the Contractor on a twenty-four (24) hour basis.

EMERGENCY CONTACT INFORMATION:

NAME: Jeff Birchfield

PHONE: 614-207-5957

6. Initial Building Inspections - The Contractor and Building Maintenance Superintendent shall conduct a thorough, initial inspection during the first month of this Contract. The purpose of the initial inspection is for the Contractor to evaluate the pest control needs of the property and discuss these with the Building Maintenance Superintendent. Access to the building shall be coordinated with the Building Maintenance Superintendent.

The inspection shall address:

- a. Identification of problem area in and around the buildings.

- b. Identification of structural features or sanitation problems contributing to pest infestation(s) specifically rodent waste material.
- c. Facilitation of Contractor access to all necessary areas.

Information about restrictions, special safety precautions, or other constraints of which the Contractor should be aware.

7. Inspections and Recommendations - The Contractor will perform inspections and make recommendations to the facility manager(s) on a monthly basis concerning repairs to the building that may be necessary in order to seal off entrance points of pests or rodents, and also for the removal of harborages and food supplies. Indication or evidence of termites or other wood destroying organisms should be reported immediately.
8. The Contractor will also submit a name of a company or a written recommendation for termite removal and control to the Building Maintenance Superintendent's Office immediately after finding evidence of termites.
9. The Contractor shall describe physical, structural, operational, biological, and least hazardous chemical responses to pest populations that exceed the established thresholds or other measures aimed at preventing pest infestations. The Contractor shall use non-chemical methods wherever possible.
10. Pesticides - Pesticide applications shall be by need and not by schedule. The Contractor must obtain written permission from the Building Superintendent to use pesticides that require notification of staff under State law.
11. The Contractor shall minimize the use of pesticides whenever possible. These applications shall be restricted to unique situations where no alternative measures are available or practical and non-chemical options have been exhausted. The pesticides used by the Contractor must be registered with U.S. Environmental Protection Agency (EPA) and used in strict accordance with the manufacturer's label instructions and all applicable federal, State, and local laws and regulations.
12. The Contractor shall not use any pesticide until after inspections or monitoring indicate the presence of pests that exceed action thresholds and non-chemical control methods or action have not reduced the pest population to below the action threshold. The Contractor shall provide a written report explaining the identity of the target pest, the need for such treatment, the time and specific place of treatment, the pesticide to be used, the method of application, what precautions should be taken to ensure tenant and employees safety, and the steps taken to ensure the containment of the pesticide to the site of application. The Contractor shall employ the least-hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.
13. All pesticides must be approved for use in food processing facilities and animal housing facilities by the Ohio Department of Agriculture, the U.S. Department of Agriculture, the Food and Drug Administration, the United States and Ohio Environmental Protection Agencies, and all other appropriate Federal, State, County or Local Agencies that have jurisdiction.
14. Pesticides must be administered by qualified technicians. The Contractor will comply with all rules and regulation set forth in The Federal Insecticide, Fungicide, Rodenticide Act, as currently amended; known as FIFRA, and all articles of the Ohio Pesticide Law as currently amended.
15. The Contractor will provide a list of all chemicals with EPA warnings and antidotes to be used to the building's designated representative.
16. Contractor(s) will submit to the agency/institution, Building Superintendent, a Material Safety Data Sheet (MSDS) prior to any product(s) being used at the site.
17. The Contractor shall provide current labels for all pesticides to be used as well as brand names of pesticide application equipment, rodent bait boxes, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide services.

18. The Contractor will contact the business office or the safety office at the institution for further directions.
19. The chemical compounds used to kill the pests will provide residual control for as long as can be reasonably expected, while still complying with the rotational requirement to avoid resistant populations of pests.
20. The Contractor will collect and dispose of all dead rats and mice, and their waste material. The work will be performed in such a manner that interference with the building operation is minimal. The Contractor must leave the areas neat and clean.

C. INSECT CONTROL

Sticky traps shall be used to guide and evaluate indoor insect populations and control efforts as appropriate.

The Contractor shall use non-chemical methods of control whenever possible for example:

1. Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants and for control of spiders in webs wherever appropriate.
2. Exclusion and trapping devices rather than pesticide sprays shall be used for control of flying insects indoors wherever appropriate.
3. Bait formulations shall be used for cockroach and any control wherever appropriate. Bait shall be placed in areas inaccessible to employees and other building occupants.

The location of all monitoring devices, bait stations and other control devices shall be recorded in the pest control services log book, a copy of which will be given to the Building Maintenance Superintendent.

D. RODENT CONTROL

1. Outdoor Trapping - Rodenticide applications outside the building shall emphasize the direct treatment of rodent burrows whenever feasible. When rodent burrows can not be located, exterior rodent control shall be accomplished with secured EPA-registered tamper-resistant bait boxes. Each bait box shall be labeled with the Contractor's business name and address. Each bait box must be anchored and have date and initial stickers placed on the inside of each lid. Each sticker must be dated and initialed each month by the Contractor's Service Technician. Bait is to be secured within the bait station and should be changed at least every 30 days to ensure effectiveness. Tracking powder, mechanical traps, and glue boards may be needed for additional rodent control. The Contractor at no additional charge shall provide these products. The Contractor shall maintain a minimum inventory of (1) one case of glue boards for agency use on an as needed basis or as otherwise requested within the specifications per facilities listed herein.
2. Indoor Trapping - Rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in areas inaccessible to employees and other building occupants and in protected areas not affected by routine cleaning and other operations.
3. The Contractor must check trapping devices regularly. Depending on the number of bait boxes that are deemed necessary for effective rodent control, the frequency required to both check and replace the bait boxes for the Contractor may fluctuate.
4. Each trapping device must have a date and initial sticker on the inside of each lid. The stickers must be dated and initialed each month by the Contractor's service technician. The Contractor shall dispose of rodents killed or trapped found upon inspection during the Contractor's regularly scheduled service date. In some cases EPA-registered tamper-resistant bait boxes may be used indoors, but only upon written pre-approval from the Building Maintenance Superintendent.

SPECIFICATIONS (Cont'd)

5. A full report of not only the number of traps but also the location of each bait box in the building is to be provided to the Building Maintenance Superintendent upon the completion of every site visit. This report must State each and every time the bait boxes are serviced and is to include, but is not limited to: the date of placement of each box, addition of and/or removal of boxes in a location, if boxes were empty or full, and overall professional advice and input for optimal rodent control.

E. SAFETY OBLIGATIONS

1. The Contractor will not use anything in the chemical formulation that will be injurious to human beings and animals, that will endanger health or life, damage electric wiring or any property, or equipment with which the formulation may come in contact. No deadly poisons; e.g. 1080, arsenic, bad odor types etc., are to be used by the Contractor except under controlled conditions and with prior written approval from the Building Maintenance Superintendent. Pesticides must be applied by qualified operators licensed under the Ohio Pesticide Use and Application Law by the Ohio Department of Agriculture, Division of Plant Industry and Division of Animal Industry.
2. The Contractor must use chemicals compatible with humans safety and be applied in such a manner to minimize risks to humans and pets.
3. The Contractor will provide, upon award of the Contract, photocopies of the business' Pest Control License and Pesticide Applicator Certificates as well as the Pesticide Applicator's Licenses and Identification Badges for every Contractor employee who will be performing on-site services under this Contract. Failure to provide this information will constitute justification to rescind the award.
4. The Contractor shall be responsible for documenting each visit to the site and all services provided. This file shall include: An copy of the Contractor's approved Pest Control Services Plan, including labels and MSDS for all pesticides used in the buildings, brand names of all pest control devices and the Contractor's service schedule for the building. Also to be included in the file are pest monitoring data sheets, which record the number and specific location of pests as revealed by the Contractor's monitoring program or sightings by building occupants.
5. The Contractor shall provide copies of a Contractor's Service Report Form at each service, documenting all information on the pesticide applications, including the check-in and check-out times, areas serviced, products used, and the rate /concentration or amount of materials used.

Law and Ordinance Notification - The Bidder is responsible for the knowledge and compliance to all pertinent requirements for pest control contained in any and all federal, State, and local regulations.

Personnel - All applications must be made by technicians trained, licensed and certified to make such applications.

**PROFESSIONAL PEST CONTROL AND WASTE REMOVAL SERVICES FOR
 OHIO DEPARTMENT OF TRANSPORTATION**

In addition to the requirements listed in Section I (Pages 6 through 10) the following will apply to the Ohio Department of Transportation.

These specifications cover pest control services for the following locations:

| Department/Building | Address | Primary building use |
|-------------------------------|------------------------------|--|
| ODOT010R Headquarters | 1980 West Broad St | general office |
| ODOT010R Materials Management | 1600 West Broad St | testing of highway materials, general office |
| ODOT010R Sign Shop | 1606 West Broad St | mfg of highway signs, general office |
| ODOT010R Central Garage | 1620 West Broad St | vehicle repair, warehouse, general office |
| ODOT010R Gashouse | 1620 West Broad St | general office |
| ODOT010R Guard House | West Broad complex | general office |
| ODOT010R Permits | 1610 West Broad St | general office |
| ODOT010R Aviation | 2829 W. Dublin Granville Rd. | general office |
| ODOT010R Barn | 1986 W. Broad St.. | general storage |
| ODOT010R First Team Trailer | 1596 W. Broad St. | general office |

I. SCOPE OF SERVICE

The intent of this Contract is to address the pest control requirements and rodent waste removal where applicable, for the Ohio Department of Transportation.

Pest Control - removal and control of common species of pests including but not be limited to roaches, silverfish, rats, mice, bats, wasps, bees of all varieties, yellow jackets, fleas, lice, bedbugs, ants, flies, water bugs, spiders, clover mites, raccoons and other rodents and insects.

Water Removal - collection and disposal of all rodent droppings, urine, and all waste material, according to OSHA standards, as well as all applicable federal, State, and local laws and regulations, in locations, including but not limited to: underneath floor boxes, within door panels, within walls, ceilings, crawl spaces, vent stacks, all offices, restrooms, eating areas, halls, service closets, panel closets, penthouse, basement, storage, agricultural areas and any other areas the institution deems necessary in the specifications.

II. REQUIREMENTS

A. Service Requirements

1. The pest control Contractor shall not perform any non-Contractual services without prior approval from the Building Maintenance Superintendent. If non-Contractual services are required, the Contractor shall submit to the Building Maintenance Superintendent, for written pre-approval, a written, detailed estimate of the Contractor's costs to perform said services. If the Contractor performs non-Contractual services without pre-approval from Building Maintenance Superintendent, those services shall be at the Contractor's expense.
2. Contractor's personnel must sign-in at the Maintenance Office upon arrival at facility and must sign-out upon departing.
3. Immediately following each visit, the Contractor will prepare a service report and provide a copy to the Building Maintenance Superintendent.
4. All applications inspections and treatments can be performed during regular working hours, which are 7:00 A.M. to 4:00 P.M., Monday to Friday, excluding holidays, unless such inspections or treatments will impede production or present a health risk to the occupants of the buildings. Work after regular hours, or on weekends must receive written pre-approval by the Building Maintenance Superintendent.

OHIO DEPARTMENT OF TRANSPORTATION (Cont'd)

III. CONTRACTOR RESPONSIBILITIES

A. The Contractor will make an initial service call to identify and eliminate active infestations for rodents and insects on both interior and exterior portions of all buildings.

B. Areas to be inspected once a week are food preparation and food-related areas and once a month for all other areas. (See below for details)

The Contractor shall inspect entrances, windows, trash compactor and other trash collection areas as well as perimeters to identify and guard against pest infestations and cleaning up of any mouse droppings, urine and all waste material.

C. Areas to be serviced a minimum of once a week:

1. Kitchens
2. Food preparations
3. Food storages
4. Dining Areas
5. Vending and break rooms

D. Areas to be serviced a minimum of once a month:

1. Complexes (Hilltop, West Broad and Don Scott Aviation)
2. Floor drains in mechanical rooms
3. Outside air intake points of air handling units
4. Outside perimeters of buildings
5. Restrooms, shower stalls and locker rooms
6. Elevator pits and sump pumps
7. Stairwells
8. Electrical and telecommunication closets
9. Loading docks
10. Vestibules
11. Hangars

E. If minimum parameters are not sufficient to adequately control pest issues, additional service applications may be required in order to address the specific needs listed in the specifications. The increase in services shall fall under the following guideline: the once a week applications may increase up to a maximum of three (3) time a week, and the once a month applications may increase up to ten (10) times a month maximum if and when necessary.

F. Any area observed in need of repairs that contribute to a pest problem, maintenance and sanitation needs as they become necessary in order to reduce the factors contributing to a pest problem, will need to be reported by verbal or written documentation to the Building Maintenance Superintendent.

G. Exterior/Interior Treatment:

1. The Contractor shall apply a perimeter spray, at least one foot high on vertical surfaces and six to eight feet on horizontal porous surfaces three (3) times per year with a chemical that is rated for quarterly effectiveness.
2. Where applicable the use of industrial caulk and pest exclusion foam to seal potential entry and harborage points around pipes, stalls, mirrors and other fixtures.
3. Tamper-resistant bait stations may be placed near openings to the facility and inspected regularly. These stations must be labeled, securely fastened to the substrate and dated on each service. Nuisance animal traps must be checked daily and cost will include emptying and disposal. The contractor shall supply and maintain 1- 50 exterior/interior anchored bait stations and 1-50 tin cats.

4. Rodent control for exterior locations is to consist (as needed) of placement of weather-proof rodenticides secured in tamper-resistant bait stations and/or treatment directly into rodent burrows. Both aggressive and regular rodent monitoring will include baiting, trapping, feces removal, and dead rodent removal.
5. It is anticipated that the contractor will periodically submit a status report on the conditions of the building infestation and will include in their report suggestions on how building inhabitants and tenants can contribute to controlling the problem through better housekeeping practices.

IV. SPECIAL REQUIREMENTS

In order to address all rodent and waste removal needs, the following parameters will be a requirement for the central office only:

- A. An extensive weekly baiting and trapping program to include a mixture of snap traps, baits, and multi catch stations to greatly decrease the population of mice within the building lasting for approximately twice weekly or longer if necessary.
- B. Once the population is reduced, the baiting and trapping can be reduced to once a week for a for approximately one month. During this process the mouse droppings that are accessible will be cleaned up by the use of a Shop Vac and a HEPA filter, taking special care as not to stir up dust in the process, leaving the area sanitized.
- C. When the population is drastically reduced the frequency will be reduced to a regular monthly service, only in those areas listed previously as requiring monthly minimum treatments, where service will be rendered on a consistent basis to keep rodent population down to a minimum. The areas listed as once a week will still need the weekly service provided.
- D. It will be necessary and required that the Contractor follows a rigorous treatment application schedule in order to address all pest control aspects. Contractor is to provide with their Bid a "Pest Control and Waste Removal Work Plan" which describes the services to be provided, and enables the Building Maintenance Superintendent to readily check and track what services to expect from week to week and month to month. Failure to submit this work plan may render your Bid non-responsive. This plan shall include: a detailed, step by step plan of the approach the vendor intends to use in order to address the removal of rodent waste material, and removal of and control of pests; an estimation of hours necessary to perform respective services; a projection of what services would be performed on both a weekly and monthly basis in a schedule type format including specific dates (i.e. Wednesday, December 20, 2006). The schedule shall also include location/areas to receive services.

An example of what format is needed would be similar to the following general template task schedule:

| | <u>DECEMBER</u> | | | |
|-----------------|-----------------|--------|--------|--------|
| | Week 1 | Week 2 | Week 3 | Week 4 |
| Treatment | | | | |
| (Concentration) | | | | |
| Location | | | | |
| Reason | | | | |
| Date | | | | |

This schedule may be altered to better serve the specifications upon approval from the Building Maintenance Superintendent. The Building Maintenance Superintendent must be notified prior to work being performed in all buildings at all campuses on treatment days, if any changes to the proposed schedule become necessary.

PRICE SCHEDULE

PART A

| ITEM NO.: | DESCRIPTION | REGULAR REMOVAL COST 12/01/06 - 11/30/07 | REGULAR REMOVAL COST 12/01/07 - 11/30/08 | REGULAR REMOVAL COST 12/01/08 - 11/30/09 |
|-----------|---|---|---|---|
| 8569 | Professional Pest Control Services Ohio Department of Transportation | \$ 1,290.00 Per Month | \$ 1,290.00 Per Month | \$ 1,350.00 Per Month |
| 8568 | Ohio Department of Transportation VERTEBRATE ANIMAL CONTROL (i.e. Raccoons, Ground Hogs etc.) TRAP MAINTENANCE | \$ 50.00 Per Day | \$ 50.00 Per Day | \$ 50.00 Per Day |

PART B

| ITEM NO.: | DESCRIPTION | AGGRESSIVE PEST CONTROL SERVICES COST 12/01/06 - 01/31/07 | AGGRESSIVE PEST CONTROL SERVICES COST 02/01/07 - 11/30/08 | AGGRESSIVE PEST CONTROL SERVICES COST 12/01/08 - 11/30/09 |
|-----------|---|--|--|--|
| 8569 | Professional Pest Control Services Ohio Department of Transportation | \$ N/C Per Day | \$ N/C Per Day | \$ N/C Per Day |
| 11831 | Hazardous Waste Removal | \$ 100.00 Per App. | \$ 100.00 Per App. | \$ 100.00 Per App. |
| 4186 | Rodent Removal | \$ 100.00 Per App. | \$ 100.00 Per App. | \$ 100.00 Per App. |
| 4185 | Interior/Exterior Stations | \$ 22.00 Each | \$ 22.00 Each | \$ 24.00 Each |

CONTRACTOR INDEX



CONTRACTOR AND TERMS:

VENDOR ID: 57456
 Action Pest Control, Inc.
 750 Cross Pointe R.D., STE. A.
 Gahanna, OH 43230

CONTRACTOR'S CONTACT: Mike Halter*,

IT/MIS CONTACT PERSON: Linda Birchfield,

BID CONTRACT NO.: OT904907-1 (11/30/09)

TERMS: 2% 10 Days Net 30

Telephone: (614) 367-9500
 Toll Free No.: (877) 699-9500
 FAX: (614) 367-9505

IMS Telephone: (614) 367-9500

E-mail: mikehalter@actionpest.net *

*Indicates change to Contractor's Contact and E-mail Address.

SUMMARY OF AMENDMENTS

| Amendment Number | Revision Date | Description |
|-------------------------|----------------------|--|
| 2 | 06/01/10 | As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional six (6) months, effective 06/01/10 through 11/30/10 and to update Summary of Amendments, Page 15 . |
| 1 | 12/01/09 | As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional six (6) months, effective 12/01/09 through 05/30/10 also make a change to Contractor's Contact, E-mail Address and to add Summary of Amendments Page 15 . |