

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	Group 71010: Pest Management Through Integrated Pest Management (IPM) (classification code #72)
Award Number	: <u>01510-ES</u> (Replaces S940019)
Contract Period	: April 1, 2002 through March 31, 2012
Bid Opening Date	: August 16, 2001 Continuous Recruitment
Date of Issue	: March 8, 2002 (Revised September 9, 2010)
Specification Reference:	As specified in RFP 01510 & Addendum #1 dated 8/3/01

Address Inquiries To:

All State Agencies	Non-State Agencies
Name : Tony Montes Title : Purchasing Officer Phone : 518-474-1688 Fax : 518-402-5331 E-mail : anthony.montes@ogs.state.ny.us	: Customer Service Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

Description

<p>Qualified contractors to practice Integrated Pest Management through inspection, monitoring and exclusion for pest suppression or elimination using the least toxic means possible. Not to be used for immediate exterminating purposes but instead for long term pest control. This contract makes use of the mini-bid process and is open to continuous recruitment of contractors. The initial contracts bid by OGS Procurement Services Group qualifies multiple vendors and establishes maximum rates for each geographic region. Specific prices for user agency requirements will be solicited utilizing specific information per the User Agency Project Definition that is bid by the user agency as a mini-bid.</p> <p>This revised award includes all changes to the award since issue date including addition of contractors.</p>
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PR # 01510

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET THE DELIVERY TERMS OF THIS CONTRACT. PRODUCT WHICH DOES NOT COMPLY WITH THE SPECIFICATIONS OR IS OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

NOTE TO AGENCY:

The letters SB listed under the Contract Number indicate the contractor is a small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise, respectively.

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

WAGE RATES:

It is incumbent upon the contractors to pay the prevailing rate of wages as established by the New York State Department of Labor at the time of installation. Rates in effect at the time of the bid opening are available through the OGS PSG office.

BIDDER'S PROTEST POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide all vendors, prospective bidders, bidders, suppliers and contractors with an opportunity to resolve complaints or inquiries related to bid solicitations, contract awards, or other associated purchasing actions. PSG encourages vendors to seek resolution of complaints related to bid solicitations, contract awards or other associated purchasing actions through consultation with the program. All such complaints will be accorded impartial, non-discriminatory and timely consideration. Vendors may also file formal written protests. A copy of PSG's Vendor Protest Policy and Procedures may be obtained by contacting the person shown on the front of this Invitation for Bids.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient or "energy star" products as well as Environmentally Sensitive Services. All contracts under this award are deemed Environmentally Sensitive (ES).

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INDEX OF CONTRACTORS

Vendors have indicated whether or not they will accept the NYS Purchasing Card for orders up to \$2,500.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.ID.#</u>
CMS1025 SB	Ashland Pest Control, Inc. 406 Connecticut St Buffalo, NY 14213 Accepts Procurement Card - additional 2% discount	(716) 884-7431 Fax No.: (716) 881-9578 Martha Muscarella E-Mail: AshlandPestControl@hotmail.com Web site: www.pestsite.com	160929714
CMS1009 SB	Bluesway Pest Control 237A McLean Ave Yonkers, NY 10705 Cash Disc: 1% in 15 Days 1/2% in 30 Days	(914) 968-8404 Fax No.: (914) 968-2760 Hugh D'Andrade E-Mail: clickthis4nopest@aol.com	133578153
CMS1010 SB	Bug Free Exterminating Co., Inc. 176 Weeks Ave. Manorville, NY 11948	Suffolk Office: (631) 205-2500 Fax No.: (631) 205-1092 Nassau Office: (516) 515-6873 Bert Garcia E-Mail: bugfree1357@yahoo.com	112685005
CMS1033 SB	Eliminex Pest Control Inc. 30 Pond Road Oakdale, NY 11769 Cash Disc: 5% in 15 Days 2% in 30 Days Accepts Procurement Card - additional 2% discount	1-800-427-0002 (631) 567-7111 Fax No.: (631) 567-7145 E-Mail: info@eliminexpestcontrol.com Web site: www.eliminexpestcontrol.com Kevin O'Connor	112695543
CMS1011	J.C. Ehrlich Co., Inc. 254 Wisner Ave., Ste D Middletown, NY 10940	1-800-451-7378 (845) 692-2211 Fax No.: (845) 692-2718 C Michael Hall E-Mail: Michael.Hall@JCEhrlich.com Web site: www.jcehrlich.com	231568350
CMS1019 SB	Kingsway Exterminating Co., Inc. 2216 Flatbush Ave Brooklyn, NY 11234 Cash Disc.: 3% in 15 Days 2% in 30 Days Accepts Procurement Card - additional 2% discount	1-800-926-9421 (718) 859-8448 Fax No.: (718) 377-1733 Richard Kourbage, Sr. E-Mail: rkourbage@aol.com	112391971

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.ID.#</u>
CMS1012 SB	Liberty Pest Control 2629 Route 302 Middletown, NY 10941 Accepts Procurement Card	1-800-278-7778 (845) 361-3100 Fax No.: (845) 361-2300 Dan Tulp E-Mail: libpest@aol.com Web site: www.libertypepest.com	141551504
CMS1077 SB	Northeast Pest Control, Inc. 226 N. Greenbush Rd. Troy, NY 12180 Accepts Procurement Card	1-800-243-0010 (518) 374-6558 Fax (518) 346-6026 Richard Reagan E-mail: nepc@nycap.rr.com Web site: northeastpestcontrol.com	141675238
CMS1013 SB/WBE	Paramount Pest Elimination Inc. 84 Shore Road Patchogue, NY 11772 Cash Disc.: 1% in 15 Days Net in 30 Days Accepts Procurement Card - additional 1% discount	1-800-479-7919 (631) 654-4236 Fax No.: (631) 475-6315 Jonathan Langer E-Mail: Paramountpest@optonline.net Web site: www.paramountpestelim.com	112968933
CMS1014 SB	Parkway Exterminating, Co. 100 Jericho Turnpike New Hyde Park, NY 11040 Cash Disc.: 15% in 15 Days 10% in 30 Days	(516) 328-2989 Fax No.: (516) 328-2589 Peter Scala E-Mail: peterscala@parkwaybugs.com Web site: www.parkwaybugs.com	112129896
CMS1082	Pest at Rest LLC 173 Cook Street Brooklyn, NY 11206	(718)-309-6223 Fax: (718) 386-4604 Sydell Golphin Web Site: www.pestatrest.com	731687383
CMS1034 SB	Pestech Exterminating, Inc. PO Box 391 Liberty, NY 12754	1-800-287-2847 (845) 292-2847 Fax No.: (845) 292-4181 Bruce Davidson E-Mail: bruce@pestech.com Web site: www.pestech.com	141779376
CMS1015 SB	PESTerminating Systems, Inc. 168-03 Cryders Lane Whitestone, NY 11357 Cash Disc.: 2% in 15 Days 1% in 30 Days Accepts Procurement Card - additional 1% discount	(718) 746-2253 Fax No.: (718) 746-2254 Don Park Pestsystems@nyc.rr.com	113214543

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.ID.#</u>
CMS1029 SB	Pugliese Pest Solutions, Inc. 909 Oswego Street PO Box 4669 Utica, NY 13504 Accepts Procurement Card	(315) 732-4141 Fax No.: (315) 732-2536 Randy Spencer randys@dreamscape.com	160988028
CMS1016	RAMAC Corp US D/B/A Assured Environments 45 Broadway New York, NY 10006 Cash Disc.: 1/2% in 15 Days 1/2% in 30 Days Accepts Procurement Card - additional 1/2% discount	(212) 480-5800 Fax No.: (212) 480-5900 Barry Beck E-Mail: bbeck@assuredenvironments.com Web site: www.assuredenvironments.com	133626081
CMS1081 SB/MBE	Urban Exterminating Co. 21 So. 12 th Avenue Mt. Vernon, NY 10550	(914)-371-7408 (914) 906-3520 Chris Calloway E-Mail: urbanexterminat@yahoo.com	134086201
CMS1032 SB	USA Exterminators, Inc. 514 7th Street Brooklyn, NY 11215	(718) 832-0900 Fax No.: (718) 832-3470 Phil Aron E-Mail: usaexterm@aol.com	113129772
CMS1018 SB	Verrazano Exterminating Corp. 18 Laura Ct. Mt. Sinai, NY 11766 Accepts Procurement Card - additional 5% discount	(631) 473-4748 Fax No.: (631) 473-4816 Velma White E-Mail: verrazanoext@optonline.net	133639494
CMS1075 SB	Yankee Extermination Co., Inc. D/B/A Yankee Exterminating Co., Inc. P.O. BOX 141 West Hempstead, NY 11552 Cash Disc.: 3% in 15 Days 2% in 30 Days	1-800-926-1816 (516) 485-5625 Fax (516) 485-1626 William Jezsek E-Mail: wjezsek@optonline.net Web site: www.yankeeexterminating.com	113143827

LIST OF REGIONS

Agencies will review the list of locations to determine what region is applicable for the required service:

Region No. 1 -Long Island

Nassau and Suffolk Counties

Region No. 2 -New York Region

Bronx, Kings, New York, Queens and Richmond Counties

Region No. 3 -Lower Hudson Valley

Orange, Putnam, Rockland and Westchester Counties

Region No. 4 -Hudson Valley

Dutchess, Sullivan and Ulster Counties

Region No. 5 -Capital Region

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady and Schoharie Counties

Region No. 6 - North Country

Clinton, Essex, Warren and Washington Counties

Region No. 7 -Mohawk Valley/North Country Region

Franklin, Fulton, Hamilton, Herkimer, Lewis, Madison, Montgomery,
Oneida and St. Lawrence Counties

Region No. 8 -Central New York Region

Cayuga, Cortland, Jefferson, Onondaga and Oswego Counties

Region No. 9 -Southern Tier Region

Broome, Chemung, Chenango, Delaware, Otsego, Schuyler,
Steuben, Tioga and Tompkins Counties

Region No. 10 - Finger Lakes Region

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne,
Wyoming and Yates Counties

Region No. 11 - Western New York

Alleghany, Cattaraugus, Chautauqua, Erie and Niagara Counties

INDEX OF CONTRACTORS BY REGION

VENDOR	REGION										
	1	2	3	4	5	6	7	8	9	10	11
Ashland Pest Control, Inc.										X	X
Bluesway Pest Control	X	X	X	X							
Bug Free Exterminating & Tree Spraying	X	X	X	X	X	X					
Eliminex Pest Control Inc.	X	X									
Pugliese Pest Solutions, Inc.					X	X	X	X	X	X	X
JC Ehrlich Co., Inc.	X	X	X	X	X	X	X	X	X	X	X
Kingsway Exterminating Co., Inc.		X									
Liberty Pest Control - Middletown	X	X	X	X	X	X	X	X	X	X	X
Northeast Pest Control Inc.			X	X	X	X	X	X			
Paramount Pest Elimination	X							X	X		
Parkway Exterminating Co.	X	X	X	X							
Pest at Rest, LLC.	X	X									
Pestech Exterminating, Inc.			X	X	X	X	X	X	X		
PESTerminating Systems. Inc.	X	X	X	X							
RAMAC Corp US D/B/A Assured Environments	X	X	X								
Urban Exterminating Co.	X	X	X								
USA Exterminators, Inc.	X	X									
Verrazano Exterminating Corp.	X	X	X	X							
Yankee Extermination Co., Inc. D/B/A Yankee Exterminating Co., Inc.	X	X									

PROCUREMENT INSTRUCTIONS

- A. Agencies will review the list of rates, services and vendors available in the applicable region as outlined on the previous page. Agencies are required to consider the services of the **best value** contractor by use of the mini-bid. According to the State Finance Law, best value is defined as the basis for awarding a contract to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, whenever possible, objective and quantifiable analysis. "Best Value Determination" may include, but not limited to:
- previous experience
 - source of supply
 - met time frames

Best value contractor may also be defined the lowest bidder. **Mini-bid** shall refer to the bidding of each project definition since it is a smaller, simpler form of bidding and does not need to duplicate this RFP. Users shall document in the Procurement Record their choice of contractor based on cost, need (form, function and utility) and value (quality, cost and efficiency). Contractor may be selected on the basis of lowest cost if quality appears to be uniform among competing bidders.

- B. Agencies shall insure contractor compliance with all terms and conditions of the award particularly as contained herein under the "Technical Service Requirements".
- C. Agencies will fax or mail the eligible contractors in their region a copy of the project definition. **Contractors who wish to bid on the project definition must meet the mandatory site visit requirement (see sample contained on page 35 of award).**
- D. Eligible contractors shall develop a bid and submit it to the User Agency by the appropriate date.
- E. Agencies will issue encumbrance documents or other written orders that are effective and binding on the Contractor when placed in the mail addressed to the Contractor at the address shown on the signature page.
- F. **TIME AND MATERIALS**

The Contractor will provide the State a "time and materials" cost for any corrective measures not covered by the contract. Since this is a full service contract as specified herein, such corrective measures would be limited to vandalism, fire, Acts of God, negligence by the State, or other unusual circumstances or pests specifically excluded (See section I.4). The time and materials portion of the bid shall be computed as follows: 1) for the time charge, multiply the hourly rate for labor by the estimated number of hours that will be required. 2) for the materials charge, multiply the percent markup over the Contractors cost for parts and materials by the total dollar value of materials and parts that may be required. A copy of an invoice detailing the contractor's cost of materials may be required to be submitted with each invoice submitted under the Time and Materials Clause.

- G. Agencies shall require proof of current DEC certification if pesticide application is required (only to be used as a last resort).

PRICE LIST

Vendors	% Mark-up For Materials	Hourly Rates		
		Entomologist	Supervisor	Technician
1 - Long Island - Nassau & Suffolk Counties				
Bluesway Pest Control	25%	\$125.00	\$65.00	\$60.00
Bug Free Exterminating & Tree Svc.	50%	\$125.00	\$65.00	\$35.00
Eliminex Pest Control Inc.	25%	\$100.00	\$85.00	\$70.00
JC Ehrlich Co., Inc.	33%	\$225.00	\$185.00	\$175.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00
Paramount Pest Elimination Inc.	35%	\$125.00	\$85.00	\$75.00
Parkway Exterminating Co.	30%	\$125.00	\$80.00	\$70.00
Pest at Rest, LLC.	33%	\$200.00	\$75.00	\$37.50
PESTerminating Systems, Inc.	25%	\$50.00	\$30.00	\$25.00
RAMAC Corp US D/B/A Assured Env.	0%	N/C	N/C	\$52.50
Urban Exterminating Co.	10%	\$250.00	\$65.00	\$45.00
USA exterminators, Inc.	10%	\$100.00	\$45.00	\$40.00
Verrazano Exterminating Corp.	30%	\$250.00	\$75.00	\$32.00
Yankee Extermination Co., Inc. D/B/A Yankee Exterminating Co., Inc.	40%	\$125.00	\$80.00	\$70.00
2 - New York Region - Bronx, Kings, New York, Queens & Richmond Counties				
Bluesway Pest Control	25%	\$125.00	\$65.00	\$60.00
Bug Free Exterminating & Tree Svc.	50%	\$125.00	\$65.00	\$35.00
Eliminex Pest Control Inc.	25%	\$100.00	\$85.00	\$70.00
JC Ehrlich Co., Inc.	15%	\$125.00	\$90.00	\$75.00
Kingsway Exterminating Co., Inc.	25%	\$150.00	\$75.00	\$65.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00
Parkway Exterminating Co.	30%	\$125.00	\$80.00	\$70.00
Pest at Rest, LLC.	33%	\$200.00	\$75.00	\$37.50
PESTerminating Systems, Inc.	25%	\$50.00	\$30.00	\$25.00
RAMAC Corp US D/B/A Assured Env.	0%	N/C	N/C	\$52.50
Urban Exterminating Co.	10%	\$250.00	\$65.00	\$45.00
USA exterminators, Inc.	10%	\$100.00	\$45.00	\$40.00
Verrazano Exterminating Corp.	35%	\$250.00	\$75.00	\$32.00
Yankee Extermination Co., Inc. D/B/A Yankee Exterminating Co., Inc.	40%	\$125.00	\$80.00	\$70.00
3 - Lower Hudson Valley - Orange, Putnam, Rockland & Westchester Counties				
Bluesway Pest Control	25%	\$125.00	\$65.00	\$60.00
Bug Free Exterminating & Tree Svc.	50%	\$125.00	\$65.00	\$35.00
JC Ehrlich Co., Inc.	15%	\$125.00	\$90.00	\$75.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00
Northeast Pest Control Inc.	75%	\$125.00	\$95.00	\$95.00
Parkway Exterminating Co.	30%	\$125.00	\$80.00	\$70.00
Pestech Exterminating, Inc.	50%	\$250.00	\$150.00	\$150.00
PESTerminating Systems, Inc.	25%	\$50.00	\$30.00	\$25.00
RAMAC Corp US D/B/A Assured Env.	0%	N/C	N/C	\$52.50
Urban Exterminating Co.	10%	\$250.00	\$65.00	\$45.00
Verrazano Exterminating	35%	\$250.00	\$75.00	\$32.00

PRICE LIST

Vendors	% Mark-up For Materials	Hourly Rates		
		Entomologist	Supervisor	Technician
4 - Hudson Valley - Dutchess, Sullivan & Ulster Counties				
Bluesway Pest Control	25%	\$125.00	\$65.00	\$60.00
Bug Free Exterminating & Tree Svc.	50%	\$150.00	\$85.00	\$35.00
JC Ehrlich Co., Inc.	15%	\$125.00	\$90.00	\$75.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00
Northeast Pest Control Inc.	75%	\$125.00	\$95.00	\$95.00
Parkway Exterminating Co.	30%	\$125.00	\$80.00	\$70.00
Pestech Exterminating, Inc.	50%	\$250.00	\$150.00	\$150.00
PESTerminating Systems, Inc.	25%	\$50.00	\$30.00	\$25.00
Verrazano Exterminating	35%	\$250.00	\$75.00	\$32.00
5 - Capital Region - Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady & Schoharie Cos				
Bug Free Exterminating & Tree Svc.	50%	\$150.00	\$85.00	\$35.00
Pugliese Pest Solutions, Inc.	0%	\$120.00	\$115.00	\$105.00
JC Ehrlich Co., Inc.	33%	\$225.00	\$185.00	\$175.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00
Northeast Pest Control Inc.	75%	\$125.00	\$95.00	\$95.00
Pestech Exterminating, Inc.	50%	\$250.00	\$150.00	\$150.00
6 - North Country - Clinton, Essex, Warren & Washington Counties				
Bug Free Exterminating & Tree Svc.	50%	\$150.00	\$85.00	\$35.00
Pugliese Pest Solutions, Inc.	0%	\$120.00	\$115.00	\$105.00
JC Ehrlich Co., Inc.	33%	\$225.00	\$185.00	\$175.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00
Northeast Pest Control Inc.	75%	\$125.00	\$95.00	\$95.00
Pestech Exterminating, Inc.	50%	\$250.00	\$150.00	\$150.00
7 - Mohawk Valley/North County Region - Franklin, Fulton, Hamilton, Herkimer, Lewis, Madison, Montgomery, Oneida and St. Lawrence Counties				
Pugliese Pest Solutions, Inc.	0%	\$120.00	\$115.00	\$105.00
JC Ehrlich Co., Inc.	33%	\$225.00	\$185.00	\$175.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00
Northeast Pest Control Inc.	75%	\$125.00	\$95.00	\$95.00
Pestech Exterminating, Inc.	50%	\$250.00	\$150.00	\$150.00
8 - Central New York Region - Cayuga, Cortland, Jefferson, Onondaga & Oswego Counties				
Pugliese Pest Solutions, Inc.	0%	\$120.00	\$115.00	\$105.00
JC Ehrlich Co., Inc.	33%	\$225.00	\$185.00	\$175.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00
Northeast Pest Control Inc.	75%	\$125.00	\$95.00	\$95.00
Paramount Pest Elimination Inc.	35%	\$125.00	\$85.00	\$75.00
Pestech Exterminating, Inc.	50%	\$250.00	\$150.00	\$150.00

9 - Southern Tier Region - Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga & Tompkins Counties				
Pugliese Pest Solutions, Inc.	0%	\$120.00	\$115.00	\$105.00
JC Ehrlich Co., Inc.	15%	\$125.00	\$90.00	\$75.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00
Paramount Pest Elimination Inc.	35%	\$125.00	\$85.00	\$75.00
Pestech Exterminating, Inc.	50%	\$250.00	\$150.00	\$150.00

PRICE LIST

Vendors	% Mark-up For Materials	Hourly Rates		
		Entomologist	Supervisor	Technician
10 - Finger Lakes Region - Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates Counties				
Ashland Pest Control, Inc.	75%	\$200.00	\$95.00	\$75.00
Pugliese Pest Solutions, Inc.	0%	\$120.00	\$115.00	\$105.00
JC Ehrlich Co., Inc.	33%	\$225.00	\$185.00	\$175.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00
11 - Western New York - Allegheny, Cattaraugus, Chautauqua, Erie & Niagara Counties				
Ashland Pest Control, Inc.	75%	\$200.00	\$95.00	\$75.00
Pugliese Pest Solutions, Inc.	0%	\$120.00	\$115.00	\$105.00
JC Ehrlich Co., Inc.	33%	\$225.00	\$185.00	\$175.00
Liberty Pest Control	50%	\$175.00	\$150.00	\$125.00

SECTION I. INTRODUCTION

I.1 SCOPE

This document is a Continuous Recruitment Request for Proposal (RFP) to obtain qualified contractors to perform Pest Management through Integrated Pest Management (IPM). The intent of this contract is to qualify contractors in the performance of IPM in various regions across the State. Contracts were awarded to all bidders who were deemed qualified. Only these contractors are allowed to bid specific projects or facilities (project definition). A sample project description format is attached to this document for informational purposes only.

Under the Continuous Recruitment of Contractors concept (once the initial bidding process is completed and the initial contracts are awarded) a vendor who requests to be placed on the pre-qualified bid list will be provided with an RFP and allowed to submit a bid. This proposal will be evaluated under the same terms and conditions as the original bids. If the contractor's bid is accepted, a contract will be awarded and the contractor will be placed on the list of qualified vendors via an addendum to the contract award for the remaining term of the initial agreement. Once a contractor is placed on the qualified vendor list they must remain there under the terms of their initial bid and will not be allowed to submit a new bid under the Continuous Recruitment of Contractors provision.

I.2 BACKGROUND

Traditional structural Pest Management was largely reactive to pest infestations and based much of its response on the routine, scheduled application of pesticides. This spraying and other pesticide application was often done in locations remote from the centers of pest populations with limited effectiveness in providing adequate management.

Conversely, regular IPM is a decision making process, or program, for long term pest suppression or elimination. The process is based on detailed surveillance (and periodic re-inspection) and the interpretation of data to estimate the nature of the pest population in a given area. This monitoring allows accurate decisions to be made on when and where interventions are needed, the type of interventions selected, and the method of application and implementation. Interventions in an IPM program must extend beyond the application of pesticides to predominantly include structural and procedural modifications that establish physical barriers to pests, and reduce the food, water, and harborage available to them.

The contractor shall furnish all labor, materials, and equipment to implement the necessary intervention aspects of the IPM program. The contractor shall detail site-specific recommendations for structural and procedural modifications to achieve pest suppression.

1.3 PESTS INCLUDED AND EXCLUDED

The IPM specified by this contract is intended to suppress populations of rats, mice, cockroaches, ants (excluding carpenter ants), silverfish, and any other arthropod or vertebrate pest not specifically excluded from the contract. Populations of these pests that are located outside the buildings listed herein, but within the property boundaries of the buildings, are included.

The following pests are excluded from this contract: birds; bats and all other vertebrates other than commensal rodents; termites, carpenter ants and other wood-destroying organisms; mosquitoes; and pests located outside buildings that primarily feed on outdoor vegetation. However, the contractor may be called upon to manage or remove these pests under the extra compensation provisions of the contract.

I.4 DEFINITIONS

1. **“Pest Management”** - The system used to reduce or eliminate pests from the office or building environment and enhance safety and quality of life for building occupants.
2. **“Integrated Pest Management (IPM)”** - A method of accomplishing pest management through a planned program for long term pest suppression with an emphasis on structural, behavioral and physical modifications to reduce sources of food, water and harborage for pests and it is anticipated that the use of chemical applications will play a supplementary role if at all necessary.
3. **“Project Definition or Description”** shall mean a specific need for pest management services which is detailed in writing by an issuing Agency and used to solicit bids from successful bidders under this contract. Only those contractors who were awarded a contract are eligible to bid the individual project definitions. All terms and conditions of this contract shall apply to the project definition unless otherwise stated in the project definition itself.
5. **“Mini-bid”** shall refer to the bidding of each project definition as a smaller, simpler form of bidding and does not need to duplicate this contract.
6. **“User Agency”** shall mean any New York State agency, authority or other state division and any local government, school district or other political subdivision authorized to utilize this contract.
7. **"Not to Exceed Price"** - shall refer to the maximum, not to exceed price given in the initial proposal that the contractor would be allowed to charge in bidding a project definition.
8. **“Authorized User Representative”** shall mean the authorized representative of an Agency which is identified as such Agency representative in an Agency Project Definition and/or in the contract entered into under this contract in relation to such Agency Project Definition, or his or her designee.
9. **"Full Service"** shall mean the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

I.5 QUALIFICATIONS OF CONTRACTORS

A. GENERAL

The contractor certified that it met the following requirements:

1. The contractor has been in the professional IPM business and handling industrial, commercial, and institutional accounts for at least three years immediately prior to the submission of this bid proposal. Listed the five- (5) largest clients for IPM for the last two- (2) years.
2. The contractor maintains a current Pesticide Business Registration License from the New York State Department of Environmental Conservation. The contractor must provide an updated copy of this registration as the prior one expires.
3. The contractor and pertinent personnel are certified to perform the work specified herein in accordance with the administration by the New York State Department of Environmental Conservation (NYSDEC) of the Core Certification Program of the United States Environmental Protection Agency, as outlined in the most recent revision of Circular 865: Part 325 - *Rules and Regulations Relating to the Application of Pesticides (NYSDEC)*, in the following categories:
 - 7a - Structural and Rodent Control;
 - 7f - Food Processing - where service is to be provided to any food handling, processing, holding or preparation area;
 - Other categories which applied to any work in the facilities indicated herein.
5. The contractor has an entomologist or equal professional scientist available on an as needed basis.
6. This entomologist, or equal professional will provide supportive consultation and training under this contract when required.

B. PERSONNEL

1. Qualifications and Experience -- Pest management technicians assigned to these facilities by the contractor possess the following minimum qualifications and experience:
 - Good knowledge of problem pests behavior and ecology, and methods of reducing or eliminating food, water and harborage of same, and in the event that pesticide application is necessary, the proper and safe use of least toxic pesticides.
 - Possess New York State certification in category 7a, Structural and Rodent, and other such certification as may apply to the projected work.
 - At least one (1) year of recent full-time paid experience in professional pest management with experience in facilities similar to those outlined herein.

Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the building manager for approval prior to their starting work under this contract.

The contractor met the following specific staff requirements:

- a. Entomologist/Ecologist/Mammalogist or General Life Scientist: The contractor has a professional scientist who will have primary responsibility for the conduct of this contract and who will be available for routine and emergency consultation. It is not required, that the scientist be a full time employee.
 - b. On-Site Supervisor: The supervisor is identified in this award and is 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 has a working knowledge of this contract and the detailed Integrated Pest Management Plan and schedule for each building. The supervisor also meets the qualifications identified below under "Pest Management Technicians".
 - c. Pest Management Technicians: The names of all pest management personnel assigned to this contract, and pertinent information regarding their qualifications, experience and training have been submitted. Throughout the life of this contract all personnel providing on-site pest management services must be certified in appropriate jurisdictions as commercial pesticide applicators in the category of industrial, institutional, structural, and health related pest management. No uncertified personnel will be permitted to work on site under this contract.
2. Conduct -- The contractor and pest management personnel shall maintain the highest standards of conduct and integrity while on facility premises.
 3. Appearance -- Pest management technicians shall wear a distinct uniform with the company's name displayed and present a clean, neat and professional appearance.
 4. Identification -- The contractor's personnel shall wear proper company identification at all times when servicing the facilities. Technicians shall have an identification photo available at all times (preferably in the form of an ID badge).
 5. 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 all materials as required by specific site conditions. This may include but is not limited to bump hats, work gloves, quality flashlights, boots, clipboards and miscellaneous tools.
 6. Replacements -- The contractor shall be responsible for the detailed orientation of replacement personnel who are not familiar with the facilities to be serviced. Such replacement personnel shall be familiar with both the facility and the ongoing interventions (what, where, when and how applied) prior to servicing the facility.

SECTION II. TECHNICAL SERVICE REQUIREMENTS

The general and specific program requirements outlined in this section apply to both this contract and the resultant individual project definitions bid by the user agencies. Of necessity, some of the inspections and other specific requirements can only be done at the time of bidding a particular facility as outlined in agency project definitions. Nevertheless, specifics outlined here give contractors (and user agencies) an overview of the entire contract and IPM program requirements.

II.1 GENERAL REQUIREMENTS

- A. Contractor should note that the Appendix A – Standard Clauses for New York State Contracts and Appendix B - General Specifications (Commodities and Non-Technology Services) applies to this contract.
- B. Contractors should pay particular attention to the following clauses in the Appendix B - General Specifications: Clauses 9, 12, 14, 16, 25.
- C. No smoking allowed in buildings other than designated smoking areas.
- D. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- E. The State will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- F. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- G. The contractor will furnish a sufficient staff of supervisory and labor personnel to perform all phases of this specification in an orderly, timely, and efficient manner.
- H. The contractor will execute a contract with the State and accept full responsibility for all planning, implementation, control, and completed performance for all pest management requested by the State agency under the contract. This will require that the contractor reserve and hold in readiness sufficient staff and equipment as stated herein to execute the management plan on dates scheduled. There will be no excuse for failure of the contractor to perform in a timely manner on specified dates.
- I. All personnel must be uniformly attired and clearly identifiable with the contracting company's name. All supervisory personnel must be identifiable as such.
- J. Each person will be listed on a roster by name to be submitted to respective facility managers prior to the beginning of each visit.
- K. The contractor shall agree to establish security procedures and guidelines subject to the user agency's approval.
- L. The agency' interpretation of specification shall be final and binding upon the contractor.
- M. The agency will make no allowance or concession to the contractor for any alleged misunderstanding or deception because of quantity, quality, character, location, or other conditions.
- N. In the event any repair or corrective action is found necessary, the authorized user representative is to be appraised, in writing, of the need for the action.
- O. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the contractor has based his bid on the more expensive manner. Final decision will rest with the agency.

- P. INSPECTION - The quality of service shall be subject to inspection by the State of New York at any time. Should it be found that quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the Office of General Services acting of behalf of the user agency or on its own behalf, may terminate the contract, and employ another contractor to fulfill the requirements of the contract. the existing contractor shall be liable to the State of New York for costs incurred on account thereof.
- Q. STOP WORK ORDER - The Office of General Services reserves the right to stop the work covered by this proposal and the contract at any time that it is deemed the successful bidder is unable or incapable of performing the work to their satisfaction. In the event of such stopping, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost there of exceeds the amount of the bid, the successful contractor shall be liable to the State of New York for any such cost on account thereof.
- R. OGS or the user agency representative reserves the right to reject and bar from the facility any employee or approved subcontractor hired by the contractor.
- S. The direction, selection and assignment of all service employees necessary to perform the work of this specification will be under the sole control of the contractor.
- T. The contractor agrees that this contract may **not** be assigned, transferred, or conveyed, without the previous written consent of the Office of General Services.
- U. No illegal drug use of any type, nor alcoholic beverages by the Contractor or its personnel shall be permitted in the performance of the contract.
- V. It is the contractor's responsibility to maintain the equipment and materials provided for all aspects of the work, consistent with applicable New York State and Federal environmental, safety and health codes and guidelines and regulation.

II.2 GENERAL PROGRAM REQUIREMENTS

It is generally recognized by virtually all pest management scientists, experts and regulatory personnel that chemical usage, of and by itself, will not produce safe, long-lasting and effective management and elimination of insect and other pests. It is required that as a qualified and experienced pest management operator, the contractor is familiar with the Integrated Pest Management (IPM) concept now recognized as the most effective and up-to-date approach to modern professional pest management. This program incorporates the advantageous use of all appropriate management options including: education, habitat modification, (for example -- stoppage, sanitation, and alteration of maintenance activities), trapping and chemical applications -- so that pests and their habitat can be managed in such a way as to balance cost, benefits, public health, safety, and environmental quality through the cooperation of all concerned.

Therefore, it is the duty and obligation of the contractor to institute an IPM program in each facility and to supply all services within the framework of this program. The contractor is to elicit the cooperation of the User Agency building management and all others concerned in order to protect the health, safety and well-being of tenants, staff, and pest management technicians, to insure compliance with governing regulations and guidelines and to guarantee the maximum effectiveness for the money and effort invested.

It is the intent of this contract to maximize the use of pest management through other than pesticide application. Listed below are the requirements for an IPM program for each building specified during a project definition:

A. Initial Comprehensive Inspection:

A thorough, initial inspection shall be conducted during the first month of the mini-bid by the contractor's inspector and the User Agency representative. The purpose of this initial inspection is for the contractor to evaluate the pest management needs of the premises and to discuss these needs with the User Agency. The following specific points should be included in this evaluation:

1. Identification of problem areas in and around the building.
2. Identification of structural features or personnel practices that are contributing to pest infestations.
3. Evaluation of previous management efforts.
4. Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the User Agency representation.
5. Informing the contractor of any restrictions or special safety precautions.

B. Submission of Plan

Following the initial comprehensive inspection, the contractor will develop a detailed Integrated Pest Management Plan and Service Schedule for each building. This written plan and schedule must be submitted to the User Agency representative for approval prior to initiation. The plan and schedule should address any structural or operational changes which should facilitate the pest management effort. In addition, the plan must identify the proposed materials, including pesticides, if any (and alternatives, if any) by Environmental Protection Agency (EPA) accepted common name (generic name); the building and specific location(s); and rationale for each type of use. Proposed trapping devices for rodents, if any, should also be included by type and name of trap; the building and specific location(s); and rationale for each type of use. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building (see Item C below).

The plan and schedule shall be submitted not more than ten (10) working days following the initial inspection of the premises. The User Agency will render a decision regarding the acceptability of the plan and schedule within ten (10) working days following receipt. The contractor shall be on-site to implement the plan and schedule within five (5) working days following notice of approval of the plan. If the plan is disapproved, the contractor shall have five (5) working days to submit a revised plan and schedule.

Any subsequent changes in the plan and schedule and/or additions to the approved materials list must receive the concurrence of the User Agency.

C. Inspection and Monitoring

Following the initial comprehensive inspection, a critical aspect of the IPM Plan shall be the establishment of a monitoring program to regularly identify causative conditions, infested zones and allow an assessment of pest population levels. Both comprehensive inspection and monitoring shall be continued throughout the duration of this contract. The contractor shall describe in its proposal the approach to meeting this requirement. Sample forms for record keeping is included in this offering.

Throughout the duration of this contract, the premises covered will be inspected periodically by User Agency staff to determine the effectiveness of the program and contractor compliance with the contract. Inspection results will be documented in writing. The contractor shall promptly initiate actions to correct all deficiencies found.

It shall be the contractor's responsibility to furnish an adequate supply of tools and materials necessary for User Agency personnel to examine the interior of all rodent bait stations or other enclosures, if any are used. These materials may include Allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Inspection mirrors, flashlights, and implements to cut plastic ties or seals are not included under this provision.

D. Interventions

List categories or type of interventions relative to species of pest identified via a comprehensive inspection.

1. Structural Modifications

Unless otherwise stated in the project definition, structural modifications for pest prevention and suppression shall not be the responsibility of the contractor. The contractor shall make detailed recommendations to the User Agency of what structural modifications can reasonably be accomplished. The contractor may complete such recommendations if mutually agreed upon with the User Agency.

2. Chemical Intervention

It is believed that only in very rare circumstances will pesticides play a major role in accomplishing a successful pest management system. During these rare events the contractor shall not apply any chemical agent that has not been specifically approved by the User Agency. Under no circumstances will any pesticide be used without the User Agency's prior knowledge as to what, when, where and how it is to be utilized.

As a general rule, application of pesticides in any area inside or outside the premises - i.e. in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations - shall not occur unless inspections indicate the presence of pests in that specific area and that an effective alternative intervention would be practical or efficacious. An actual specimen of a pest, or active signs of it, must be seen by both the vendor and User Agency representatives before pesticides are to be considered.

Preventive pesticide applications of inside and outside areas where inspections indicate a potential pest infestation are acceptable only on a case-by-case basis with prior approval from the User Agency.

E. Record Keeping

The contractor shall be responsible for maintaining complete and accurate pest management records. Further each building that is serviced under this contract shall have its own service logbook, which will be kept in the User Agency designated office and maintained on each visit by the contractor.

The service log shall contain the following items:

1. A copy of the Integrated Pest Management Plan and Service Schedule for the building.
2. A copy of the current information sheets regarding all materials and devices, and label and EPA registration number for each pesticide accepted for potential use in the building, including the Material Safety Data Sheet. Pesticide labels which normally include in-depth safety and use documentation are required.
3. Pest surveillance data sheets that record, in a systematic fashion, the indicators of pest population levels and causative conditions revealed by the contractor's monitoring program for the building. Examples of appropriately detailed data sheets are supplied in this offering under Attachment #4.
4. The location of all materials and devices used for monitoring or for interventions in or around the premises. This information can be in either tabular or list in form. A map format/floor plan is a necessary supportive record.
5. The User Agency's work order or other requests to service log form. These forms will be supplied to the contractor by the User Agency and will be used to advise the contractor of routine service requests and to document the performance of all work. Upon completion of a service visit to the building, the contractor's representative performing the service shall complete, sign and date the log, and return it to the User Agency's office on the same or succeeding day of the performance of the service.
6. The contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service and all information on material and device applications (conform to specific pesticide information as required by statute). These report forms may incorporate some or all of the past surveillance data required in item 3 above.

F. Special Requests and Emergency Service

The regular service shall consist of performing all components of an IPM program other than in structural modifications, as described in the contractor's detailed plan and schedule for each building during the period of this contract. Occasional requests for corrective action, special services beyond the routine requests or emergency service, shall be placed with the contractor's on-site supervisor by the User Agency representative. The contractor shall respond to requests for emergency service on the day of the request. The contractor shall respond to special service requests within one (1) working day after receipt of request. All emergency and special services shall be recorded. In the event that such services cannot be completed within the above-stipulated time frame, the contractor shall immediately notify the User Agency representative and indicate an anticipated completion date.

The contractor shall describe in the proposal its capability of meeting emergency and special service requests (e.g. radio-dispatched service, name of office personnel handling the account, availability of trucks and personnel, etc.).

G. Chemical Interventions

Since this is an IPM contract, chemicals shall be used primarily as a last resort and only after prior approval by the User Agency representative on a case-by-case basis. When chemicals are utilized, the following conditions shall be applicable.

1. Samples - The User Agency shall receive from the contractor or its technicians sample labels of chemicals and materials.
2. Ineffective Chemicals - Success in pest management is largely determined by the skill of the pest management technician and the cooperation received from all concerned and involved in a particular pest problem. In cases where it has been determined that a particular chemical in use at these facilities has, indeed, lost its effectiveness (e.g., due to a resultant increase in resistance in the target pest population) the contractor shall replace such ineffective chemicals with more effective alternative choices upon approval of the User Agency.
3. Safety and Chemical Data - Within thirty (30) days from the start of this contract, the contractor shall provide to the User Agency representative, the following safety and technical data for chemicals to be used in these facilities:
 - a. A list of chemicals including trade name and name of active and inert (including carriers) ingredients, list respective chemical classifications for each product intended to be used Organophosphates and chlorinated hydrocarbons are not acceptable. Further, aerosol spray formulations will be highly discouraged. If spray formulations are deemed absolutely necessary, prior written approval by User Agency is mandatory. Note: Chemicals, where necessary, shall be restricted to non-persistent chemicals that are least harmful to people, non-target species, and the environment.
 - b. Material Safety Data Sheets for each chemical.
 - c. Antidote data where applicable, including a copy of a standard quick reference chart.
 - d. A list of poison control centers and respective telephone numbers as they may apply to the geographic areas in which these facilities described herein are located.
 - e. No toxicant shall be used for which the antidote is not readily available in order to prevent irreversible toxicosis in any non-target species.

4. If absolutely necessary chemicals shall be applied at night or on weekends, and the contractor shall cooperate with the User Agency representative to properly ventilate, where necessary, the premises before tenants re-occupy the building. Use of spray or aerosol pesticides should be a very rare event and only performed with the agency's specific approval.
5. Contractor shall cooperate with the User Agency representative to place proper public notices or otherwise inform building occupants regarding what pesticides will be applied, where pesticides will be applied, when pesticides will be applied.
6. Contractors must comply with all local and state regulations codes regarding timely prior notices.

II.3 SPECIFIC PROGRAM REQUIREMENTS

A. Manner and Time to Conduct Service

It shall be the contractor's responsibility to carry out work according to the detailed Integrated Pest Management Plan and Service Schedule developed for each building. The contractor's on-site supervisor shall be responsible for coordination with the User Agency or representative at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem area status.

Services that do not adversely affect tenant health or productivity may be performed during the regular hours of operation in the various buildings. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the contractor's plan and schedule, the contractor shall notify the User Agency representative at least two (2) days in advance, and all arrangements will be coordinated between the User Agency representative and the on-site supervisor. All application of toxicants, (i.e., those likely to become airborne), when necessary, is to be done at night or on weekends to allow for ventilation before tenants reenter the facility. The contractor shall allow the User Agency representative sufficient time to inform tenants of application and assure the security of the areas treated.

The contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. The User Agency or its representative will explain any restrictions associated with these special areas to the contractor. These restrictions shall be adhered to and incorporated into the contractor's detailed plan and schedule for the building.

All persons employed under this contract shall be subject to State regulations as are applicable during the time spent on State property. Building passes, if required, will be supplied by the User Agency.

All contractor personnel, while working in or on government-owned or leased premises, shall wear distinctive uniform clothing and, preferably, a photo-ID badge. The uniform shall have the contractor's name easily identifiable, affixed thereon in a permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the contractor. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with State and local regulations.

Pesticide Neighbor Notification Law

Notification to the school community of potential pesticide applications is an additional component of IPM education. The Pesticide Neighbor Notification Law, Section 409-h of the Education Law, has formalized a notification process and provides specific direction on when and how notification must take place. The Neighbor Notification Law, effective July 1, 2001, applies to all public and nonpublic elementary and secondary schools and details specific parties who must be notified, as well as the times and circumstances related to such notification. This requirement states that schools provide a written notice to all parents, guardians, and staff. It is the contractor's responsibility to advise schools of their intent to apply pesticides allowing for sufficient time for the schools to meet the requirements of the Education Law. The responsibility for notification rests at the school level in accordance with the law. Further information relative to the law may be found at the NYS Education Department's website at: www.emsc.nysed.gov/facplan/publicant/IPM/IPMNeighborNotificationDocument.htm

B. Intervention Products and Use

The contractor shall be responsible for the safe use of all products. All pesticides used by the contractor must be registered with the EPA and appropriate State and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The environment, non-target species and people shall be protected at all times.

The contractor shall minimize the use of synthetic organic pesticides, wherever possible. For example:

1. The use of crack and crevice application of pesticides directly to pest harborage areas is acceptable. However, spraying crack and crevice exposed surfaces in the general vicinity of harborage areas shall not be allowed.
2. The use of boric acid powder and gel or paste baits for cockroaches is acceptable. However, sprays are not appropriate.
3. Pesticide fogs or space sprays (including mists and ultra-low volume applications) are essentially not appropriate and shall be restricted to unique situations for which no alternative measures are practical. Such situations should rarely, if ever, occur.

Prior to performing a spray treatment, the contractor shall submit a written request for approval to the User Agency representative at least five (5) business days prior to the proposed treatment time. The request must identify the target pest, evidence of the target pest presence, time and specific place(s) of treatment, pesticide(s) to be used, method of application, and precautions to be taken to ensure the containment of the spray to the site of application. No space application of pesticide shall be made without the written approval of the User Agency representative. No space application of pesticide shall be made while tenant personnel are present. No product identifiable as a fumigant shall be used indoors at any State space for any purpose. It is the contractors responsibility to make agencies aware of safe re-entry to any spaces where treatments of any kind have been applied.

C. Rodent Management

Snap traps and other trapping devices (including glue boards) used in management of active rodent infestations must be checked daily. The contractor shall dispose of rodents killed or trapped within 24 hours. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures. When using traps for monitoring, the visit interval may be adjusted as necessary.

All rodenticides regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed "tamper-proof") bait boxes. Bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be labeled (including contractor's name, address, and telephone number) and dated at the time of installation and each servicing. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species. The following three points shall be strictly adhered to:

1. The lids of all bait boxes must be securely locked or fastened shut.
2. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
3. All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.
4. Liquid and solid poison baits shall be placed in distinctively marked bait stations of sturdy plastic, metal or wood construction--no paper or cardboard stations--and placed in areas normally inaccessible to users of the facilities, particularly children and pets. Covered bait stations shall be used in dietary, food processing, storage and handling areas. Paraffinized or weather resistant baits shall be used in damp and wet areas.
5. All bait stations and traps shall have such tags or labels affixed so as to enable the pest management technician to enter his signature and date after each service. All bait stations and trap locations shall be marked by placement or a distinctively colored removable self-adhesive sticker placed on the nearest wall or column to make quick identification of each location. Map/floor plan indication is also required.

The contractor shall make a floor plan (or utilize floor plans supplied by the User Agency) of each area where bait stations and traps are located, number each bait station and trap and enter the location of each numbered bait station and trap in the diagram. These floor plans or diagrams shall be kept with the other records on the facilities as indicated herein. A detailed IPM Pesticide Application form and a detailed IPM Trap Monitoring form shall be completed, indicating the service of each pesticide bait station and trap, and turned in at the completion of each service visit (see sample forms). Similar records should be kept for any traps (e.g. glue boards) and for any treatments (chemical or non-chemical).

The contractor shall be responsible for picking up and disposing of all rodent or other carcasses in or around buildings listed in this contract within 24 hours of notification by the User Agency representative.

D. Emergency Service

Response to all emergency and special service requests shall be made at no extra cost to contract user.

SECTION III.**SPECIAL TERMS AND CONDITIONS****III.1 PRICE STABILITY**

If for any reason, during the term of a contract facilitated by a mini-bid, the contractor reduces the pricing for similar services to a similarly situated entity, the User Agency may receive an equivalent reduction in pricing for the services or products delivered to the User Agency.

III.2 EXAMINATION OF EXISTING BUILDING AND CONTRACT DOCUMENTS

For each project definition bid, each contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work, **therefore, a site visit is mandatory. If a vendor does not attend a site visit, they will not be allowed to bid that specific project definition.** Vendors, in addition to the site visit may select other means to determine, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.

Each contractor shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the Office of General Services as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractors will not be allowed any extra compensation for additional work it may have to complete, which through their own surveillance should have been aware of prior to bidding.

Any verbal information obtained from or statements made by representatives of the Office of General Services or User Agency at the time of examination of the documents or site shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued in writing to all contractors shall become a part of the contract. The Office of General Services will not be responsible for verbal instructions.

If sanitation or other problems exist that prohibit a contractor from implementing the IPM program, the problem should be referred to the agency by the contractor for corrective action and the contractor should clearly document the problems for the record. If further assistance is required, please contact the OGS Purchasing Officer.

III.3 TERM OF CONTRACT

The base agreement service contract will commence upon approval by the Office of the State comptroller and will be in effect for five (5) years. Project Definitions, which are developed during the term of the Base Agreement, may have their term extended over a period of time not to exceed three (3) years beyond the end date of the Base Agreement. This will allow anyone who utilizes this contract the ability to maximize the service offered by the Base Agreement.

Bidders are advised that backdrop "not to exceed" prices and subsequent mini bid prices, for the duration of the entire backdrop contract period plus the duration allowed under a mini bid award, shall be submitted in accordance with the Labor Law as outlined in paragraph 16 of Appendix B. Bidders offering "not to exceed" or mini bid prices less than the applicable prevailing wage rates shall be disqualified. Mini bid prices may never exceed backdrop "not to exceed" prices and subsequent mini-bid submittals must be offered at or higher than but not less than the applicable prevailing wages rates for the titles and regions bid.

III.4 PRICE ADJUSTMENTS

On each anniversary date of the contract **between the contractor and a specific agency**, the Contractor may be granted an increase or decrease in its contract pricing dependent upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is also available through the Internet at the Bureau of Labor Statistics web site at "<http://stats.bls.gov/>. Click "Inflation and Prices" then click "Consumer Price Index" and then click on "CPI Tables" then click on "Table Containing History of CPI-U U.S. All Items Indexes and Annual Percent Changes From 1913 to Present".

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 3rd month prior to the month of the start date of the Contract and subtract this figure from the CPI value for the 3rd month prior to the anniversary date of the Contract. (e.g.: If the contract begins in December, use the Sept. CPI) That difference is then divided by the CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. The following example illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

All Agency Project Definition agreements will be entered into at prices not exceeding those applicable for the then current year of the contract, and will then be adjusted on the anniversary date of the Agency Project Definition agreement in like manner as specified above. Under no circumstances may the rates for any project definition exceed the prices on the contract initiated by this offering.

The contractor has the sole responsibility to submit invoices at the adjusted rate on the applicable anniversary date and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to the Agency, as appropriate. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

III.5 SHORT TERM EXTENSION

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to prices and service requirements. With the concurrence of the contractor and OSC, the extension may be

for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

III.6 CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency Project Definition agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

III.7 EVALUATION OF A PROJECT DEFINITION

After a contract is awarded, it is the mini-bid process whereby various State agencies will bid individual projects. The mini-bids are restricted to those contractors who hold a contract in the region in which the particular project exists. The individual projects will be based on the hourly rate submitted in the contract and awarded to the best value bidder who performs all work as outlined in the project description and this contract specification. In no event shall the contractor's hourly rate for the individual project descriptions (or facility) transcend the not to exceed price in this award. The method of award through a mini-bid may be based on lowest price or best value. Best value is defined as, "The basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis."

Within the first part of the initial mini-bid, contractors are to submit their bids in two sub-parts.

1. Sub-part I to include a one time only fee to set up the IPM program based on the hourly rate. This fee covers the initial 60-day evaluation and plan implementation (as outlined under Sections [II.2] and [II.3] of this specification). This includes the general plan, detailed plan, initial treatments and the initial setup of record keeping plans (see sample forms attached). If the contract from the project definition is for more than one year, this fee may not be charged again. This shall also apply to any contractor who has been the successful bidder in any concurrent project definitions within the same facility.

The 60-day fee would only be in the mini-bid. The prices requested in the initial proposal are "not to exceed" hourly rates and percentage over cost. During the competitive mini-bid process, the calculation arrived at for the initial fee is based on the competitive hourly rates for the title specified multiplied by the estimated hours to complete the project. This allows for the flexibility in the mini-bids.

2. Sub-part II to include a monthly or periodic fee based upon hourly rate to maintain the program once established.

The method of award through a mini-bid will be based on lowest price or best value. Refer to Procurement Council Guidelines on the OGS Website: www.ogs.state.ny.us.

If the situations presents itself that an agency need corrective measures not specific to the contract, the agency may contract with the vendor under the time and materials method stated in this document This may be done at the same time as the mini-bid or as a separate agreement or on an as needed basis.

III.8 METHOD OF PAYMENT

Invoices for payment shall be submitted to the User Agency at the end of each month on a New York State Standard Voucher or company invoice for services satisfactorily completed during that month.

This voucher or invoice will contain the Contract ID number (*i.e.*: CMS00XX); the name of the User Agency; the location where service was performed; and, either in its body or as an attachment, will contain a copy of the report itemizing work completed during that month.

Payment of purchases made by authorized entities other than State Agencies under this agreement shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

In the event a participating non-State Agency fails to make payment to the Contractor for services rendered and accepted, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late, until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

III.9 SUBCONTRACTORS

Because of the need for expert contractors, under no circumstances will subcontracting be allowed under this contract or subsequent project definition.

III.10 CONSENT TO ASSIGNMENT

The contract issued as a result of this specification and proposal can not be assigned without the prior written consent of the State.

III.11 ADMINISTRATIVE AND REPORTING REQUIREMENTS

A. Contract Meetings:

1. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the base bid price.
2. Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the User Agency representative. This meeting shall include:
 - a. The Contractor's submission of a schedule of work to be reviewed and approved by the User Agency.
 - b. A review of all agency facility use rules.
 - c. An introduction for each respective agency organization, chain of command, etc.

3. otherwise directed, there shall be monthly job meetings for the following purposes:
 - a. Review job progress and quality of work.
 - b. Identify and resolve problems that impede planned progress.
 - c. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
 - d. Maintain a sound working relationship between the Contractor and the User Agency, and a mutual understanding of the contract.
 - e. Maintain sound working procedures.

B. Reporting Requirements:

1. Unless otherwise directed, the Contractor shall provide a monthly report attached to the invoice. This report shall detail all work completed that month and shall compare scheduled work versus actual work completed and shall evaluate the remediation status of the particular pest problem(s) addressed. A copy of this report shall also be provided as outlined in Item 3 below.
2. The above work schedule report shall include:
 - a. Schedule of when work is done - dates, time, etc.
 - b. Specific information detailing the work performed and how the work completed enhances remediation of the problem(s) being addressed.
 - c. The number of workers utilized and hours worked.
3. All forms shall be made in duplicate and given to the User Agency representative.
4. Contractor shall furnish semi-annual reports on forms provided as an attachment to this document (page 39) and submit them to the Office of General Services, Procurement Services Group, Corning Tower, 37th Floor, Empire State Plaza, Albany, NY 12242, no later than the 15th of the month following the close of each quarter. Purchases by political subdivisions and others authorized by law shall be reported separately on the same semi-annual report form. Failure to submit the required reports may be cause for disqualification of a bidder for future contracts.

III.12 PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. The Prevailing Wage Schedule is PRC#2009900268. The full schedule may be viewed at the following link: <http://wpp.labor.state.ny.us/wpp/viewOriginalWageSchedule.do?projectId=391279>. Also, see "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

III.13 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us) under "About Procurement" and "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

Contractors are encouraged to voluntarily extend service contracts to those additional entities authorized to utilize commodity contracts under Section 163(3)(iv) of the State Finance Law, as per section 39c of Appendix B.

Contractors
Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance evidencing compliance with all requirements contained in this Contract. Such Certificates shall be of form and substance acceptable to OGS.

Acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to New York State Office of General Services, Procurement Services Group, 37th Floor, Corning Tower, Empire State Plaza, Albany, NY, 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insured there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 26 11 85**)

The Contractor shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
Endorsement CG2264 -Pesticide or Herbicide Applicator Coverage must be included.

1- If such insurance contains an aggregate limit, it shall apply separately on a per job basis.

- b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.
- c) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
- d) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$1,000,000 per loss.
1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and may not exclude bodily injury, personal injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.

If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than 2 years from the time work under this Contract is completed.

Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.

SAMPLE

PROJECT DEFINITION

FOR

MINI - BID

FOR

<PROJECT NAME>

<DATE>

Prepared by: <Agency Name>

Procurement Lobbying Termination:

The User Agency reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the User Agency may exercise its termination right by providing written notification to the Offerer/Bidder in accordance with the written notification terms of this contract.

Summary Of Policy And Prohibitions On Procurement Lobbying:

Pursuant to State Finance Law §§139-j and 139-k, this **mini-bid solicitation** includes and imposes certain restrictions on communications between a User Agency and an Offerer during the mini bid procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through the mini bid process [**normally when a Project Definition is released**] through the final award and approval of the Contract by the User Agency and, if applicable, the Office of the State Comptroller. The restricted period shall limit contact to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff shall be identified on the first page of this mini bid solicitation [**Project Definition**]. User Agency employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts.

Further information about these requirements can be found

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

Designated Contacts:

Contacts are defined as any oral, written or electronic communication with the User Agency under circumstances where a reasonable person would infer that the communication was intended to influence the Governmental Procurement. See State Finance Law §139-j (1) (c). Each User Agency must designate person(s) to be contacted by the Offerers during the mini bid process. The Law does not specify the number of contact persons that can be designated. Best practices dictate that the contact person(s) have as much technical knowledge regarding the procurement as possible.

The OGS Website Advisory Council on Procurement Lobbying Frequently Asked Questions (link found above) will provide guidance in identifying the person(s) to serve as designated contacts during the mini bid procurement process.

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Bid Proposal Form

Appendices:

- Note - all applicable appendices in original RFP must be completed

Information in <> is suggested formats only. It is up to the User Agency to determine what best satisfies individual agency needs.

1.0 GENERAL OVERVIEW

1.1 Background:

- A. Purpose of Agency
- B. Goals of Agency
 - 1. Short Term
 - 2. Long Term

1.2 Scope

1.3 Objectives

1.4 Key Events/Dates

<u>Event</u>	<u>Date</u>	<u>Time</u>
Project Definition	_____	
Pre-Bid Conference/Site Visit	_____	_____
Closing Date for Inquiries	_____	
Submission of Proposal	_____	_____
Time Estimates/Goals:		
Bid Evaluation and Selection	_____	
Contract Award	_____	
Contract Term	____/____/____	to ____/____/____

2.0 LOCATION

2.1 Project Site Description:

- A. Address
- B. Project Site, Contact, Building

2.2 Project site(s) overview.

3.0 INQUIRIES:

- 3.1 All inquiries concerning this mini-bid will be addressed to:
- 3.2 All questions should be submitted in writing, citing the particular mini-bid section and paragraph number. Prospective contractors should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all contractors in the form of a formal addendum, which will be annexed to and become part of the ensuing contract

4.0 GENERAL REQUIREMENTS

SAMPLES

- 4.1 All terms and conditions of the RFP and resultant contract CMSXXXX shall apply to this project description except as supplemented by or amended herein.
- 4.2 This is a full service contract. For the purposes of this contract full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant there to are deemed to be understood by the Contractor and included herein.
- 4.3 The Contractor will provide the State a "time and materials" cost for any corrective measures not covered by the contract. Since this is a full service contract as specified herein, such corrective measures would be limited to vandalism, fire, Acts of God, negligence by the State, or other unusual circumstances or pests specifically excluded (See section I.4). The time and materials portion of the bid shall be computed as follows: 1) for the time charge, multiply the hourly rate for labor by the estimated number of hours that will be required. 2) for the materials charge, multiply the percent markup over the Contractors cost for parts and materials by the total dollar value of materials and parts that may be required. A copy of an invoice detailing the contractor's cost of materials may be required to be submitted with each invoice submitted under the Time and Materials Clause.
- 4.4 The Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.
- 4.5 It shall be mutually agreed that the Contractor has included cost to remedy all deficient items in their proposal and they shall be responsible for satisfactory performance of Pest Management through Integrated Pest Management without extra compensation. The Contractor may at their option provide with their bid, a detailed explanation of work intended to be performed under this clause.
- 4.6 The Agency shall make no allowance or concession to the Contractor for any alleged misunderstanding or deception because of quantity, quality, character, location, or other conditions.

- 4.7 INSPECTION - The quality of service shall be subject to inspection by the State of New York at any time. Should it be found that quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the Office of General Services acting on behalf of the User Agency or on its own behalf, may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- 4.8 STOP WORK ORDER - The Office of General Services reserves the right to stop the work covered by this proposal and the contract at any time that it is deemed the successful contractor is unable or incapable of performing the work to their satisfaction. In the event of such stopping, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful contractor shall be liable to the State of New York for any such cost on account thereof.
- 4.9 The Agency representative reserves the right to reject and bar from the facility any employee hired by the Contractor.
- 4.10 PREVAILING WAGE RATES - Public works and building services contracts.

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

5.0 TERM

- 5.1 This project shall start on _____ (i.e. January 01, 2002 and shall end on _____ (i.e.: December 31, 2003). All other terms of the RFP shall apply here.

6.0 METHOD OF AWARD

Award shall be made to the responsive, responsible vendor offering the lowest price or best value. Best value may include hours dedicated to the facility, monthly rate, etc. Selection may also include such issues as past performance.

7.0 MINI-BIDS

- 7.1 When submitting a mini-bid, the following items should be included:
- Bid Proposal Form
 - Non-Collusive Bidding Certification
 - Agency Certification
 - Site-visit Form
 - Insurance Certificate

CONTRACT NO. _____

<Agency Information>

BID PROPOSAL FORM

NOTE: Bid Proposal Form must be completed and signed.

Bidder:

_____ agrees to provide all necessary maintenance, inspections, and annual operation in accordance with the specifications in this proposal, for the equipment located at _____ for the price bid below. The contractor further certifies that these prices do not exceed his/her bid in the initial RFP:

A) *Initial 60-Day Fee:*

	<i>Hours</i>	<i>x</i>	<i>Rate</i>	<i>Totals</i>
<i>Entomologist</i>	_____	<i>x</i>	\$ _____	\$ _____
<i>Supervisors</i>	_____	<i>x</i>	\$ _____	\$ _____
<i>Technician</i>	_____	<i>x</i>	\$ _____	\$ _____

Total for Initial 60-Day Fee \$ _____

B) *Estimated hours per month for (hourly rates are to be the same as or lower than initial 60-Day Fee):*

	<i>Hours</i>	<i>x</i>	<i>Rate</i>	<i>Totals</i>
<i>Entomologist</i>	_____	<i>x</i>	\$ _____	\$ _____
<i>Supervisors</i>	_____	<i>x</i>	\$ _____	\$ _____
<i>Technician</i>	_____	<i>x</i>	\$ _____	\$ _____

Monthly Cost \$ _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature)

(Name of Business)

CONTRACT NO. _____

AGENCY CERTIFICATION (In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.)

CONTRACTOR'S SIGNATURE

SIGNATURE

PRINT NAME

TITLE

COMPANY

ADDRESS

CITY STATE/ZIP

TELEPHONE NO./FAX NO.

FEDERAL ID NUMBER

**FACILITY SITE VISIT
VERIFICATION FORM**

I, _____, representing
(Name)

_____ by personal examination of
(Company Name)

the specification and review of the actual work to be performed at the

(Facility Name and Address)

on _____, at _____,
(Day and Date) (Time)

met with the Facility Manager and designated representative to comply with the site visit verification requirement as stated in the contract specification.

(Company Representative Signature) (Date)

FOR AGENCY USE ONLY

Verification of site visit confirmed by Agency representative.

Print Name: _____

Title: _____

Signature: _____

Date: _____

PERIODIC REPORT OF CONTRACT PURCHASES

Contractor (Name and Address) _____ Group No. _____
 _____ Award No. _____
 _____ Contract No. _____
 _____ Date Submitted: _____
 _____ Purchasing Officer: _____

Term for Entire Contract: From ____/____/____ To ____/____/____
 Mo. Day Year Mo. Day Year

Time Period Covered by this Report: From ____/____/____ To ____/____/____
 Mo. Day Year Mo. Day Year

(NOTE: Refer to contract for appropriate reporting period.)

Brief Description	Agencies	Contact Person & Phone Number	Total \$ Value
TOTAL SALES:			\$

Report Submitted By _____

Contact Phone No. _____

**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____
 Address: _____ Title: _____
 _____ Date: _____
 _____ Phone: _____
 _____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242