


---

**TULSA COUNTY**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**PURCHASING  
DEPARTMENT**

---

# MEMO

DATE: AUGUST 28, 2013  
TO: BOARD OF COUNTY COMMISSIONERS  
FROM: LINDA R. DORRELL  
PURCHASING DIRECTOR   
SUBJECT: AMENDMENT # 1- BID FOR PEST CONTROL

THE FOLLOWING IS AN AMENDMENT FOR THE BID ON PEST CONTROL, CMF# 226945, APPROVED FEBRUARY 19, 2013.

THE TULSA COUNTY SOCIAL SERVICES HAS REQUESTED TO BE REMOVED FROM THE BID FOR PEST CONTROL. BECAUSE THEIR NEEDS ARE QUITE DIFFERENT FROM THOSE OF THE OTHER TULSA COUNTY DEPARTMENTS, WE HAVE PROCURED QUOTATIONS FOR A MONTHLY SERVICE THAT WILL BETTER SERVE THE NEEDS OF TULSA COUNTY SOCIAL SERVICES. MOTHER NATURE'S IS THE LOWEST QUOTE RECEIVED (SEE ATTACHED).

|                    |                |
|--------------------|----------------|
| MOTHER NATURE'S    | \$120.00/MONTH |
| ORKIN PEST CONTROL | \$217.50/MONTH |
| TERMINIX           | \$223.00/MONTH |

THIS AMENDMENT IS RESPECTFULLY SUBMITTED FOR YOUR APPROVAL.

LRD/tah

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE SEPTEMBER 3, 2013 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO  
COMMISSIONER KAREN KEITH  
COMMISSIONER RON PETERS  
MARK LIOTTA, CHIEF DEPUTY  
MICHAEL WILLIS, CHIEF DEPUTY  
DAN BELDING, DIRECTOR, BUILDING OPERATIONS



www.PestSecret.com

"We Know The Secret"

DAVID KITES

MOTHER NATURE'S CSR

TULSA 918-362-2000 • Fax 918-362-2020  
11356 East 51st Place  
Tulsa, OK 74146

OKC 405-278-8100 • Fax 405-286-9019  
219 West Wilshire Blvd., # 103C  
Oklahoma City, OK 73116

### PEST CONTROL COMMERCIAL SERVICE AGREEMENT

INTERIOR (each treatment) • EXTERIOR (upon request)

|  |   |   |  |
|--|---|---|--|
| CUSTOMER<br><i>Tulsa County Social Services</i>  |   | PERSON TO BE CONTACTED<br><i>Sky Martin</i>                             |  |
| STREET<br><i>2401 Charles Page Blvd</i>  |   | PROPERTY TO BE SERVICED<br><i>Tulsa County Bldg / Emergency Shelter</i> |  |
| CITY, STATE, ZIP<br><i>Tulsa OK 74127</i>  |   | CITY, STATE, ZIP<br><i>Tulsa OK 74127</i>                               |  |
| HOME PHONE<br><i>918-596-9501</i>  | CELL PHONE<br><i>Sky 918-596-5567</i>       | WORK PHONE  | WORK PHONE                                   |
| FIRST SERVICE DAY _____ DATE _____ TIME _____  |   |   |  |
| FREQUENCY: <input type="checkbox"/> EVERY OTHER MONTH <input type="checkbox"/> MONTHLY <input type="checkbox"/> SEMI-MONTHLY <input type="checkbox"/> WEEKLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER _____ |   |   |  |
| PESTS TO BE CONTROLLED: Mother Nature's will perform regular service for control of:   |   |   |  |
| <input checked="" type="checkbox"/> ROACHES  | <input checked="" type="checkbox"/> SPIDERS | <input type="checkbox"/> ANTS   | <input type="checkbox"/> WEEVILS             |
| <input checked="" type="checkbox"/> CRICKETS & ROLY POLYS  | <input type="checkbox"/> SCORPIONS          | <input type="checkbox"/> FLEAS  | <input type="checkbox"/> SILVERFISH          |
| <input type="checkbox"/> MICE  | <input type="checkbox"/> OTHER _____        | <input checked="" type="checkbox"/> BEETLES                             | <input checked="" type="checkbox"/> BED BUGS |

SPECIAL INSTRUCTIONS *Pest Control All Areas TWICE PER MONTH. PROACTIVE*

*Bed Bug treatment: 8 Rooms per month, total of 24 Rooms.*

*Each room treated proactively for bed bugs quarterly. (Includes glue traps)*

*PROACTIVE BB w/ No Chg Pest Control: \$120 per month PEST CONTROL ONLY: \$80 mo.*

**TREATMENT TERMS AND CONDITIONS:**

**THE REGULAR SERVICE SCHEDULE WILL BEGIN 30 DAYS AFTER THE FIRST SERVICE DAY.**

All services must be completed in the month they are due.

INITIAL CLEAN-OUT CHARGE \$ PROACTIVE BB \$120<sup>00</sup> mo. / FREQUENCY SERVICE CHARGE \$ PEST CONTROL ONLY \$80<sup>00</sup> mo.

I agree to the treatment procedure and conditions.

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

I have explained the treatment terms and conditions to the customer.

TECHNICIAN SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**RENEWABLE AGREEMENT:** THIS IS A 12 (TWELVE) MONTH SERVICE AGREEMENT, AUTOMATICALLY RENEWABLE ON AN ANNUAL BASIS. After the first 12 months of service, either party may cancel this agreement by giving 30 days written notice.





# Orkin Pest Control Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN MANAGEMENT, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

|       |        |
|-------|--------|
| ROUTE | GRID # |
|-------|--------|

COMMERCIAL SERVICES

Customer Name Tulsa County Social Services Date 7-30-13  
 Billing Address 2401 Charter Page  
 City Tulsa State OK Zip Code 74127 Phone 918 596 5880

I. INTENT  
 A. This Agreement is intended to constitute a mutual understanding between TCSS (the Customer) and ORKIN PEST CONTROL.  
 B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address): 2401 Charter Page Tulsa OK  
 County Name: Tulsa Is this within city limits?  Yes  No  Gold Medal Customer  Element

II. SCOPE AND NATURE OF WORK  
 A. Orkin agrees to provide service for the following pests:  
 Roaches  Common ants  Flies and mice  Pharaoh ants\*  Common spiders  Fleas  Odor  Actizyme: Odor Neutralizer  Other \_\_\_\_\_  
 Service means the periodic treatment to help control/combate the targeted pests. Service cannot guarantee the targeted pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional monthly charge required to cover these ants.  
 B. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Bed Bugs, or Mosquitoes. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

III. CUSTOMER OBLIGATIONS  
 A. The Customer shall extend all necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.  
 B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.  
 C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.  
 D. Should the Customer discover any targeted pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.  
 E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

IV. SERVICE SCHEDULE  
 A. Orkin service representative shall service the Customer (service frequency)  1 Time  2 Times  4 Times per month  Other EO Week  
 All areas requiring attention shall be treated as deemed necessary by Orkin.  
 B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

V. TERMS OF AGREEMENT  
 A. This agreement shall be effective for a period of  1  2  3 years and shall renew itself from month to month thereafter until terminated by either party upon sixty days' written notice.  
 B. For multiple year agreements, the monthly service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.  
 C. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in the Commercial Services Agreement, that this is the entire agreement, and that there are no other terms or provisions which apply. Any modification or change to these terms and conditions must be by a written Addendum signed by each party, subject to the provisions of section II.B. above.  
 D. Orkin will be relieved of its obligations under the Triple Guarantee and Orkin may terminate this Agreement on sixty (60) days written notice, if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to acts of God, including earthquakes, storms, fires, floods, or because of material change in circumstances, including, but not limited to, acts of war, strikes, unavailability of pesticides, or other supplies from ordinary sources. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

VI. PAYMENT  
 A. The cost of the services described herein shall be \$ 300 - plus tax of \$ 0 per month thereafter for a period of 26 months. You will receive a monthly invoice. Payment shall be due upon receipt of invoice.

VII. MATERIALS  
 A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.  
 B. The materials shall be used in accordance with the labels and specifications.

VIII. LIMITATION OF LIABILITY: The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided. In no event will Orkin be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

IX. EQUIPMENT REPLACEMENT  
 A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, Orkin/Aires, or insect light traps) that is damaged, lost or destroyed on the Customer premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs.  
 B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

X. INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

XI. CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

XII. MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.

XIII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Complete Easy Payment Form  P.O. Number

Inspector Name (PRINT) Richard Rosen Employee ID # or Certification # 0820 Branch/Street Address Tulsa, OK 74145  
 Branch Telephone Number 918-622 0820 City Tulsa State OK Zip Code 74145

Branch Management Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

| PAYMENT SUMMARY   |                  |
|---|------------------|
| (Includes <input checked="" type="checkbox"/> pest <input type="checkbox"/> fly <input type="checkbox"/> odor <input type="checkbox"/> actizyme: odor neutralizer <input type="checkbox"/> other _____) |                  |
| CHECK THOSE THAT APPLY  |                  |
| 1. INITIAL PAYMENT  |                  |
| a. Initial / Start-up Service   | \$ <u>300</u> -  |
| b. One-Time Charges   | \$ <u>0</u>      |
| c. Product Sales  | \$ <u>0</u>      |
| d. Sales Tax (if applicable)  | \$ <u>0</u>      |
| TOTAL (1a + 1b + 1c + 1d)   | \$ <u>300</u> -  |
| 2. MONTHLY TREATMENT SERVICE CHARGES  |                  |
| a. Monthly Treatment Service Charges  | \$ <u>217.50</u> |
| b. Sales Tax (if applicable)  | \$ <u>0</u>      |
| TOTAL (2a + 2b)   | \$ <u>217.50</u> |
| 3. MONTHLY LEASE CHARGES  |                  |
| a. Leased Component Charges   | \$ _____         |
| <input type="checkbox"/> Scones <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> Orkin/Aires <input type="checkbox"/> AutoFresh                           |                  |
| <input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> Other _____  |                  |
| b. Sales Tax (if applicable)  | \$ _____         |
| TOTAL (3a + 3b)   | \$ <u>0</u>      |
| 4. Product Sales / One-Time Charges plus tax (if applicable)  | \$ <u>0</u>      |
| FIRST MONTH'S INVESTMENT (Total of 1a, b, c, and d)   | \$ <u>300</u> -  |
| MONTHLY SERVICE / LEASE PAYMENT (Total of 2 + 3)  | \$ <u>217.50</u> |



# TERMINIX PEST CONTROL SERVICE PROPOSAL

## Why You Should Choose Terminix

Your problem will be solved by a trained professional, backed by the resources of the most respected technical team in the industry. We proudly protect more businesses than any other pest management provider, and we've done so since 1927. We would love to protect you, too. Our business is protecting yours. Call us 24/7 at 1-866-319-5967.

## Address Information

### Service Location

2401 Charles Page  
Tulsa, Ok 74127  
USA

### Bill To

2401 Charles Page  
Tulsa, Ok 74127  
USA

## Terminix Commercial Pest Control Service

**Scope of Work** Treat facility every other week. All extra services are completed at no charge. The entire facility is treated on each visit and our service professional will be escorted by a member of your staff. We will treat the following areas: hallways/entryways, offices, common areas, donation areas, break rooms, residents rooms (24), restrooms, kitchen, food storage areas, dining room. In the kitchen, we will pay particular attention to the dish washing areas and behind all fixtures. On our initial service we will treat above the ceiling in the kitchen. Methods of treatment for cockroaches include but are not limited to vacuuming, baiting, use of wall injection systems (insiders) and insect growth regulators. During our treatment of the facility particular attention will be given to eliminating all occasional invaders. Also a specific program will be put in place to eliminate brown recluse spiders. Other areas to be treated on each visit will include medical areas such as the pharmacy and doctors offices.

**Covered Pests** Roaches, Crickets, Boxelder Bugs, Earwigs, Brown Recluse Spiders, Scorpion, Pillbugs, Oriental Roaches, Silverfish, Sowbugs, Ground Beetles, Millipedes, House Mouse, Elm Leaf Beetles, Lady Beetles, Mice, Wolf Spiders, Occasional Invaders, German Roaches, Asian Roaches, Centipedes, Smoky Brown Roaches, Roaches, Ants, American Roaches, Cellar Spiders, Web Building Spiders, Spiders, Black Widow Spiders

**Call Backs** Call backs for covered pests between regularly scheduled service visits are included at no extra charge.

|                   |          |         |                    |
|-------------------|----------|---------|--------------------|
| Initial Service   | \$223.00 | Service | \$88.00 - Biweekly |
| Initial Equipment | \$0.00   |         |                    |
| Tax               | \$0.00   |         |                    |

---

Initial Total            \$223.00

## Annual Investment

First year total service amount includes the price of the initial service, equipment and one year of service.

3% discount when annual investment is paid in advance.

|                |            |
|----------------|------------|
| 1st Year Total | \$2,423.00 |
| Service Amount |            |
| Tax            | \$0.00     |

---

1st Year Total            \$2,423.00