



VCU

Procurement Services

August 29, 2023

Ben Hill
Orkin, LLC
10813 Midlothian Tpke.
N. Chesterfield, VA 23235

RE: Contract #: 8255911TH
Renewal No.: Contract Extension

Ms. Goodwin,

Your firm's contract with Virginia Commonwealth University (VCU) for **Bed Bug Treatment Services** expires on **January 31, 2024**. VCU intends to extend this contract for the period of February 1, 2024 through July 31, 2024, after which the contract shall terminate.

Your signature constitutes your firm's acceptance of this extension, to include the optional-use language requirement provision below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources.

Pricing remains the same as the previous contract period.

By signing and submitting this contract extension letter, Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response and any questions you have may be emailed to sfclark@vcu.edu.

Sincerely,

Susan Lewis

Susan Lewis, VCCO
Senior Buyer

Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284

804 828-1077
Fax: 804 828-7837
www.vcu.edu/procurement

Contract #: 8255911TH - Bed Bug Treatment Services

RESPONSE:

Orkin

Name of Firm

William Etchison AA

Signature

William Etchison

Name Printed

Branch Manager

Title

9/5/23

Date



THIRD AMENDMENT TO CONTRACT NO. 8255911TH
BY AND BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
AND
ORKIN, LLC

This third Amendment to Contract No. 8255911TH by and between Virginia Commonwealth University, hereinafter referred to as “VCU”, and Orkin, LLC, hereinafter referred to as “Contractor”, is entered into as of the ninth day of May, 2023.

WHEREAS, VCU and Contractor entered into Contract No. 8255911TH dated the first day of February, 2019 (“the Contract”); and which was amended by the Second Amendment to the Contract as of the twelfth day of May, 2020; and which was amended by the First Amendment to the Contract as of the eighth day of April, 2020; and

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein; and

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein; and

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with the additional goods and services through a provision set forth in Section XXII, General Terms and Conditions, Article GG; and

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. Under SECTION XXII, GG, ADDITIONAL GOODS AND SERVICES the Contract is hereby modified to change the title of Contract to “Bed Bug Treatment Services Term Contract”; and
2. Under SECTION XXII, GG, ADDITIONAL GOODS AND SERVICES the Contract is hereby modified to include EXHIBIT A: Revised Pricing Matrix
3. Except as modified herein, all other provisions of the Contract, including all other Amendments and terms and conditions set forth in the Contract, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

(signature page to follow)



VIRGINIA COMMONWEALTH UNIVERSITY

ORKIN, LLC

By: DocuSigned by:
John McHugh
EE6DA7427C67468...

By:

Printed Name: John McHugh

Printed Name: William Etchison

Title: Director, Procurement Services

Title: Branch Manager

Date: 5/25/2023

Date: 05/18/2023

EXHIBIT A - Revised Pricing Matrix



Virginia Commonwealth University

Richmond, VA

Chemical bedbug treatments

0-199 square feet: \$250.00

200-499 square feet: \$500.00

Each additional 500 square feet will add \$295.00. (In the event that there is a very large area that needs to be treated and Orkin can treat it for lower cost than what is outlined above, Orkin will provide it at the lower cost.)

If service needs to occur outside of normal business hours (8am - 5pm) an off hours charge of \$250 will be added to the total cost.

Canine Inspections

Dorms: \$18.00 per dorm room (note; there is a minimum job cost of \$750 for dorm inspections)

Academic/Common spaces:

0-99,999 square feet- \$2,800

100,000-250,000 - \$4,200

250,001-400,000 - \$5,600

400,001-550,000 - \$7,175

550,001-700,000 - \$10,150

700,001-850,000 - \$13,125

850,000 price upon request

Ben Hill

Orkin, Account Manager, 804-503-4854



VCU Procurement Services

CONTRACT RENEWAL

DATE: November 30, 2022

CONTRACT TITLE: Bed Bug Heat Treatment Services Term Contract

CONTRACT NO: C0000369

LEGACY CONTRACT NO: 8255911TH

NEW START DATE: February 1, 2023

NEW END DATE: January 31, 2024

RENEWAL NUMBER: 4 of 4

CONTRACTOR: Orkin, LLC

PRICING:

Select one of the options below.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.

CERTIFICATE OF INSURANCE:

- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to sbkessinger@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of 8255911TH shall remain unchanged and in full force and effect.

RESPONSE:

Orkin, LLC

Name of Firm



Signature

Will Etchinson

Name Printed

BM

Title

12/23/27

Date



VCU

Procurement Services

January 24, 2021

Ben Hill
Orkin, LLC
10813 Midlothian Tpke.
N. Chesterfield, VA 23235

RE: Contract #: 8255911TH
Renewal No.: Three of Four available

Mr. Hill,

Your firm's contract with Virginia Commonwealth University (VCU) for **Bed Bug Heat Treatment Services** expires on **1/31/2022**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 8255911TH.

Services shall be provided for renewal period: 2/1/2022 through 1/31/2023.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.

GC

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA, 23284.

Please return this document to me as soon as possible. Your response may be emailed to me at tlhall2@vcu.edu. If you have any questions, please contact me at (804) 828-3409.

Sincerely,
Teresa L. Hall, CUPO, VCA, VCO, VCCO
Senior Buyer

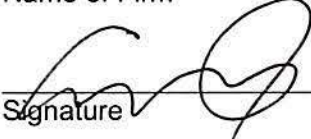
Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284

804 828-1077
Fax: 804 828-7837
www.vcu.edu/procurement

Contract #: 8255911TH Bed Bug Heat Treatment Services

RESPONSE:

Orkh LLC
Name of Firm


Signature

Gary Simpson
Name Printed

Branch Manager
Title

2/1/2022
Date



VCU

Procurement Services

January 6, 2021

Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284

804 828-1077
Fax: 804 828-7837
www.vcu.edu/procurement

Ben Hill
Orkin, LLC
10813 Midlothian Tpke.
N. Chesterfield, VA 23235

RE: Contract #: 8255911TH
Renewal No.: Two of Four available

Mr. Hill,

Your firm's contract with Virginia Commonwealth University (VCU) for **Bed Bug Heat Treatment Services** expires on **1/31/2021**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 8255911TH.

Services shall be provided for renewal period: 2/1/2021 through 1/31/2022.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA, 23284.

Please return this document to me as soon as possible. Your response may be emailed to me at tlhall2@vcu.edu. If you have any questions, please contact me at (804) 828-3409.

Sincerely,
Teresa L. Hall, CUPO, VCA, VCO, VCCO
Senior Buyer

Contract #: 8255911TH Bed Bug Heat Treatment Services

RESPONSE:

Name of Firm ONEW, LLC

Signature 

Name Printed GARY COMPTON

Title Branch Manager

Date 1-7-2021



VCU

Procurement Services

SECOND AMENDMENT TO CONTRACT NO. 8255911TH
BY AND BETWEEN
VIRGINIA COMMONWEALTH
UNIVERSITY AND
ORKIN LLC

This second Amendment to Contract No. 8255911TH by and between Virginia Commonwealth University, hereafter referred to as "VCU", and Orkin LLC hereinafter referred to as "Contractor", is entered into as of the twelfth day of May, 2020.

WHEREAS, VCU and the Contractor entered into Contract 8255911TH, dated the first day of February, 2019 ("the Contract"); and which was amended by the First Amendment to the Contract date as of the eighth day of April, 2020

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein;

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein;

WHEREAS, the Contract provides for additional goods and services through a provision set forth in Section XXII. General Terms and Conditions, Article GG.;

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following additions to the Contract:

- 1. Under SECTION XXII., GG., ADDITIONAL GOODS AND SERVICES** the Contract is hereby modified to include and Exhibit B: Revised VitaClean Pricing Matrix.

This Amendment No. 2 shall become effective upon execution by VCU and Contractor. All other terms and conditions of the Contract and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

VIRGINIA COMMONWEALTH
UNIVERSITY

DocuSigned by:

By: Brandon Augustine
BA7AACA257E5455

Name Printed: Brandon Augustine

Title: Interim Associate Director of
Procurement Services

Date: 5/12/2020

CONTRACTOR

By: [Signature]

Name Printed: GAI Computer

Title: Branch Manager

Date: 5-12-2020

Exhibit B - Revised

VCU - Orkin VitalClean Pricing matrix

Square feet	Price per square foot
1-1000	\$0.38 (minimum job cost of \$250)
1,001 - 10,000	\$0.28
10,000+	TBD

*In the event that multiple spaces need treatment at the same time, Orkin will add up the total square footage requiring treatment and use that price per square foot for each area.

*The above pricing reflects service performed during normal hours of operation (8 am - 5 pm). A surcharge of \$250 will be added to any job performed outside of normal business hours.

4/2/2020



VCU

Procurement Services

FIRST AMENDMENT TO CONTRACT NO. 8255911TH
BY AND BETWEEN
VIRGINIA COMMONWEALTH
UNIVERSITY AND
ORKIN LLC

This first Amendment to Contract No. 8255911TH by and between Virginia Commonwealth University, hereafter referred to as "VCU", and Orkin LLC hereinafter referred to as "Contractor", is entered into as of the eighth day of April, 2020.

WHEREAS, VCU and the Contractor entered into Contract 8255911TH, dated the first day of February, 2019 ("the Contract");

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein;

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein;

WHEREAS, the Contract provides for additional goods and services through a provision set forth in Section XXII. General Terms and Conditions, Article GG.;

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following additions to the Contract:

- 1. Under SECTION XXII., GG., ADDITIONAL GOODS AND SERVICES** the Contract is hereby modified to include Exhibit A ;VitaClean Service Guidelines and Exhibit B: VitaClean Pricing Matrix.

This Amendment No. 1 shall become effective upon execution by VCU and Contractor. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

VIRGINIA COMMONWEALTH
UNIVERSITY


DocuSigned by:
By: Mark E Roberts
D30F5DB8C34884FC

Name Printed: Mark E. Roberts

Title: Director of Procurement Services

Date: 4/8/2020

CONTRACTOR

By: 

Name Printed: GARY Compton

Title: Branch Manager

Date: 4-9-2020



Exhibit A

VitalClean Service Guidelines March 24, 2020

Introduction

In any environment, occupants (residents, staff or guests) have the potential of exposure and encountering various bacteria, fungi and viruses. This disinfection scope will assist you in providing a service that will limit the opportunity for occupants to contact contaminated surfaces.

Equipment Needed:

Application equipment must be dedicated to this service. If a piece of equipment has ever been used with another pesticidal product, it cannot be used for disinfection. All application must be made using a fine mist or by wiping with a microfiber cloth as indicated in the application methods section below. Wipe any dripping and allow it to dry.

- NPD Products Boss Pro 128 (1 Gallon) -or- NPD Products Boss Pro 320 (2.5 Gallon)
- Microfiber Cloths
- Gloves
- Additional PPE necessary based on situation

Products

- Vital Oxide

Terms used in Cleaning and Disinfecting

Cleaning:

Removal of any soil such as dirt, cobwebs, grease and food debris from food-and other contact surfaces.

Sanitizing:

Killing/reducing the number of bacteria present by 99.9% but doing nothing about viruses and fungi. Sanitizing is better than cleaning alone but the reduction of pathogen populations on environmental surfaces is exponentially better when you disinfect.

Disinfecting:

Killing/reducing the number of bacteria, viruses and fungi present by 100%.

The minimum level of effectiveness in a modern-day disinfectant is 100% kill of an organism (listed on the label). A sanitizer is only required to reduce bacteria down 99.9%. We can put that into real



numbers. If we start with 1 million organisms on a surface, then a disinfectant must kill 100 percent of them; zero left. A sanitizer only reduces the number of bacteria down to 1,000 and does nothing about virus and fungus.

Effective Cleaning and Disinfecting:

- (1) Reduces the risk of cross contamination
- (2) Minimizes attraction of insects and rodents
- (3) Reduces the risk of foodborne disease

Examples of High-Traffic (touch) areas:

Hotel/Motel Rooms:

- Door handles
- Door locks
- Light switches
- Wall plates
- Drawer/closet handles
- Headboards
- Nightstands
- Dressers
- Desks
- Remote controls
- Phones
- Tables
- Chairs, especially arm rests and levers for adjusting chair height and recline
- Countertops
- Thermostats
- Air conditioning unit controls
- Floors
- Restrooms (see below)

Offices:

- Door: Knobs, Panel, Jamb, Frame
- Office desks
- Chairs, especially arm rests and levers for adjusting chair height and recline
- Desktop computers, docking stations, keyboards, computer monitors, etc
- Telephones
- Wall switches
- Handles of the desk drawer
- Handles
- Filing cabinets
- Bookshelves



-
- Floor

Restrooms:

- Sink and faucets
- Mirror, soap and towel dispenser
- Toilet bowl, seat, and tank
- Handrails
- Doorknobs and door panels (including stalls)
- Floor
- Shower walls/doors

Breakrooms:

- Tables
- Seats
- Fridge/Freezer - door, handle, panels, touch controls
- Ice Machine – door, handle, touch controls
- Coffee maker
- Microwave – touch panel, door, handle
- Sinks and faucets
- Countertop
- Cabinet doors and handles, both over counter and underneath
- Trash container -parts that would require touch
- Vending machines
- First Aid boxes
- Frames of notice boards
- Floor

Application Time

All application must be done after closing when no clients are present and regular cleaning has been completed.

- In a 24-hour facility this should be done at the slowest period or a contracted shutdown period. The facility should be zoned and disinfected in a rotation where clients are kept at a distance

Application Methods

Important: In the case of gross filth and/or heavy soil, before disinfectant application, the area must be cleaned by wiping or vacuuming to achieve the expected results from the disinfectant/sanitizer/deodorizer.



There are two application methods:

1. Wipe down

- a. All inanimate human touch points, listed in this scope and otherwise, should be treated with full strength Vital Oxide using a microfiber wipe cloth soaked with Vital Oxide
- b. Charge the wipe cloth with backpack sprayer
- c. Ensure that the backs of handles are wiped, not just the fronts. Consider how you would touch the handle
- d. Care must be taken to ensure that Vital Oxide does not runoff into keyboards or other electronic equipment. Surface treat the touch areas only

2. Light misting

- a. After the wipe down application to touch points, treat the areas you wiped down, along with any other areas in the room that may have been less common touch points, with a mist application. Examples might be door frames, sides of file cabinets where people lean while talking, etc. The finer the mist the better it is, to ensure that all other areas have been treated with Vital Oxide
- b. Wet thoroughly with a fine mist allowing the product to stand for 10 minutes
- c. Use microfiber cloths as necessary to spread product evenly or to address over application (puddling)
- d. Allow to air dry (usually 10-15 minutes)
- e. Floors are also treated with the mist. Be careful as floors may be slick following misting. Spray floors last and work your way out of the space
 - o Synthetic carpets are not impacted with Vital Oxide; however, woolen carpets should be tested for colorfastness as described in Appendix A
- f. Coordinate to have surfaces free from papers or to have papers stored away/protected. This would include non-laminated documents/poster, notices, etc
 - o *Papers can be damaged if they are wet, even with a light mist*
 - o *Papers can be covered with plastic trash bags if they cannot be stored away*
- g. Special care must be taken with electronics
 - o *Do not saturate electronic display monitors, computer terminals, TVs, etc. Light mists on the surfaces will not damage the equipment*
 - o *Do not spray electric motors. Wet mists can damage these areas*
 - o *Do not spray exposed electrical wiring or circuits*



<u>Do</u>	<u>Don't</u>
Use a fine mist application	Use a coarse spray application
Wipe touch areas of electronics	Spray open electronics, exposed wiring, or into electric motors
Wipe up puddles of product	Spray to the point of puddling
Wipe backs of handles and knobs	Spray papers
Wear gloves	Slip on wet floors
Test wool carpets for colorfastness	
Wash your hands	

Important: At the conclusion of any service, remember to properly wash your hands, with soap and water, for a minimum of 20 seconds.



Appendix A: Colorfastness Testing Procedure

How to Test for Colorfastness

Once you determine you need to test a fabric to see how it will react to your potential use of a product on it, here are the steps you should take.

Step 1: Always Test on an Inconspicuous Area

You never know how your test will turn out when you start it, so you don't want to do it in a really noticeable area since you might end up with a faded or even bleach stained spot on the fabric. Instead, choose an inconspicuous area to test in.

*Be careful that you only treat the specific area, and that the testing solution does not soak through into another area of the fabric when you're doing your test.

Step 2: Apply Test Product

Test the product at full strength, without diluting it. Then wait ten minutes.

Blot the seam dry with a white paper towel. Look at the paper towel - is it clean, or did color come off on it? Also look at the seam. Is it the same color as the untreated fabric around it, or a lighter color?



Assuming there is no lightening or dye transfer you can assume the fabric is colorfast and proceed with the treatment as planned.

If there is lightening or dye transfer, do not proceed with full strength application to this surface. The test can be repeated to test for colorfastness with a 1:5 dilution.

VCU - Orkin VitalClean

Pricing matrix

Square feet	Price per square foot
1-1000	\$0.60 (minimum job cost of \$250)
1,001 - 10,000	\$0.40
10,000+	TBD

*In the event that multiple spaces need treatment at the same time, Orkin will add up the total square footage requiring treatment and use that price per square foot for each area.

*The above pricing reflects service performed during normal hours of operation (8 am - 5 pm). A surcharge of \$250 will be added to any job performed outside of normal business hours.



VCU

Procurement Services

January 8, 2020

Ben Hill
Orkin, LLC
10813 Midlothian Tpke.
N. Chesterfield, VA 23235

RE: Contract #: 8255911TH
Renewal No.: One of Four available

Mr. Hill,

Your firm's contract with Virginia Commonwealth University (VCU) for **Bed Bug Heat Treatment Services** expires on **1/31/2020**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 8255911TH.

Services shall be provided for renewal period: 2/1/2020 through 1/31/2021.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a **new** Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA, 23284.

Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284

804 828-1077
Fax: 804 828-7837
www.vcu.edu/procurement

Please return this document to me as soon as possible. Your response may be emailed to me at tlhall2@vcu.edu. If you have any questions, please contact me at (804) 828-3409.

Sincerely,
Teresa L. Hall, CUPO, VCO, VCCO
Senior Buyer

Contract #: 8255911TH Bed Bug Heat Treatment Services

RESPONSE:

DEKIN Pest Control
Name of Firm


Signature

John TESSICY
Name Printed

Area Manager
Title

1/9/2020
Date



VCU

Procurement Services

**Commonwealth of Virginia
Standard Contract**

Contract Number: 8255911TH

This optional use contract entered into on February 1, 2019 by Orkin LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF THE PERFORMANCE: From February 1, 2019 through January 31, 2020 with four (4) successive one (1) year renewal options, to be exercised upon written agreement of both parties.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:

- (1) This signed form
- (2) Contract Appendix A
- (3) Addendum No. 3 dated October 12, 2018
- (4) Addendum No. 2 dated October 1, 2018
- (5) Addendum No. 1 dated September 24, 2018
- (6) The RFP 8255911TH dated September 5, 2018
- (7) The contractors Proposal dated October 8, 2018

Any conflict or inconsistency between the provisions of this document and any other documents that are attached hereto as part of this Agreement shall be resolved by giving precedence in the following order:

- (1) This signed form
- (2) Contract Appendix A
- (3) Addendum No. 3 dated October 12, 2018
- (4) Addendum No. 2 dated October 1, 2018
- (5) Addendum No. 1 dated September 24, 2018
- (6) The RFP 8255911TH dated September 5, 2018
- (7) The contractors Proposal dated October 8, 2018



VCU

Procurement Services

ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties and supersedes all prior oral or written agreements.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: Orkin LLC

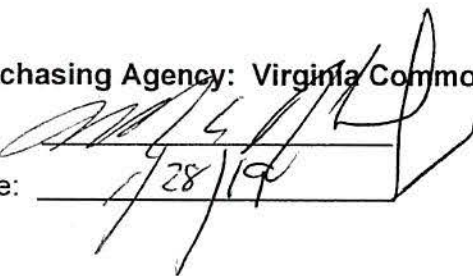
By: 

Name Printed: AARON HARFIELD

Date: 2/1/2019

Title: BRANCH MANAGER

Purchasing Agency: Virginia Commonwealth University

By: 

Name Printed: Mark Roberts

Date: 1/28/19

Title: Interim Director VCU Procurement



VCU

Procurement Services

RFP-Addendum

DATE: 9/24/2018

ADDENDUM NUMBER ONE (1), TO ALL OFFERORS

Reference-Request for Proposal: RFP# 8255911TH

Commodity/Title: Bed Bug Heat Treatment Services

Issue Date: 9/5/2018

Proposal Due: 10/10/2018 at 11:00 A.M.

Pre-Proposal Conference: 9/18/2018

The addenda includes the questions and answers from the Pre-Proposal Conference and the revised pricing schedule to include mattress and box spring encasements. See attached "Questions and Answers from Pre-Proposal Conference" and "Revised Pricing Schedule – Addendum 1 to Include Mattress Encasements". A revised excel version of the pricing schedule has been uploaded to eVA for your use.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,
Teresa Hall
804.828.3409

ORKIN, LLC

Name of Firm

AS Branch Manager

Signature/Title

ARROW HARTFIELD 2/1/2019



VCU

Procurement Services

Date

Questions and Answers from Pre-Proposal Conference

Conference was held 9/18/2018

Question One: Do you only use heat?

Answer One: Yes. We use heat, well mostly heat with some chemicals/dust around outlets.

Question Two: Is non-toxic good?

Answer Two: Yes, non-toxic is preferred.

Question Three: What are your current plans? Are you doing any preventative?

Answer Three: More reactive. No preventative work is performed at this time.

Question Four: Heat is not 100% guaranteed in all locations and sometimes need residual chemical added to kill eggs. Can we use residual chemicals?

Answer Four: Yes, as stated in RFP statement of needs residual chemicals can be added after heat. That is our current method of eliminating bed bugs and it is successful on campus. So to repeat, we use heat with some residual chemicals if needed.

Question Five: If that method is working why have a RFP?

Answer Five: The current contract is expiring and we need to issue a new RFP to sign a new contract.

Question Six: Is cryogenics/freezing an option? Could we use on say the seventh floor and above?

Answer Six: We stated heat and have never used cryogenics/freezing. Is that a proven method? We stated heat but you could always educate us on other options in your response. We want efficient, fast and reliable results and we have luck with heat. We do not want to be an experiment for other methods.

Question Seven: How hot do you get the rooms?

Answer Seven: It is stated in the RFP. It shows the heat standards plus has the sprinkler head protection.

Question Eight: Current vendor. Who is it?

Answer Eight: Orkin

Question Nine: How much revenue was generated last year.

Answer Nine: The current PO is for \$75k annually.



VCU

Procurement Services

Question Ten: How many treatments was that?

Answer Ten: That \$75K was for entire campus and it was about 25-35 treatments and not all of the PO will be spend if not needed. We are charged per treatment and the treatments will vary year over year. A guess is 25-35 treatments per year for this as needed contract. For the last three years actual spend, we did not go over \$50k (one was \$50k and the other two were around \$36k).

Question Eleven: How many service calls?

Answer Eleven: Would think that half of the service calls went to treatments and about half of the calls for inspections were negative. So guessing 50 service calls.

Question Twelve: Students and hotels, how do you handle?

Answer Twelve: Appendix V, is what housing sends out as a displacement letter.

Question Thirteen: Is mattresses and box springs included or as needed?

Answer Thirteen: As needed.

Question Fourteen: Are you using electric heat?

Answer Fourteen: Yes, electric heat is currently being used.

End of questions and answers.

Note: Additional questions will be received until 5:00 P.M. on 9/24/2018. All questions need to be emailed directly to me at tlhall2@vcu.edu. Do not contact any of the other VCU Representatives on the Conference Register. They will not be able to answer your questions directly.

APPENDIX IV

RFP 8255911TH REVISED PRICING SCHEDULE - ADDENDUM 1 to Include Mattress Encasements

Description	Price Each	Quantity	Total
Flat Rate for Service Call	\$ -	50	\$ -
Mattress/Box Spring Encasements	\$ -	50	\$ -

RFP - Conference Register

RFP NUMBER: <u>8255911TH</u>	TITLE: <u>Bed Bug Heat Treatment Services</u>
RFP DUE DATE AND TIME: <u>October 10, 2018 11:00AM EST</u>	
DATE-TIME PRE-PROPOSAL CONFERENCE: <u>September 18, 2018@ 10:00AM EST (X) Optional</u>	
OFFICIATED BY: <u>Teresa Hall, Senior Buyer</u>	REGISTRAR: _____

NAME OF FIRM'S REPRESENTATIVE	NAME, ADDRESS, and TELEPHONE & FAX NO. OF FIRM
-------------------------------	--

PLEASE PRINT

CONFERENCE REGISTER for RFP # 8255911TH- Bed Bug Heat Treatment Services

(1) Sylvia Britt
Signature

Sylvia Britt

Name Printed: Sylvia Britt

Name of Firm: VCU - Facilities

Address: 700 W Grace Street

City & State: Richmond, VA

Phone No.: _____

Fax No.: _____

E-mail Address: _____

____ Minority-owned ____ Women-owned

(2) Michael R. Weiss
Signature

Michael R. Weiss

Name Printed: Michael R. Weiss

Name of Firm: HomeParamount Pest Control

Address: 3904 Breemex Blvd

City & State: Richmond, VA 23228

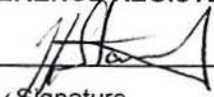
Phone No.: 888 888 4663 410 459 5344

Fax No.: 804 261 1206

E-mail Address: mweiss@homeparamount.com

____ Minority-owned ____ Women-owned

CONFERENCE REGISTER for RFP # 8255911TH- Bed Bug Heat Treatment Services

(3) 
Signature

Name Printed: Jeff Stanley
Name of Firm: Home Paramount
Address: 3904 Brenner Blvd
City & State: Rich VA 23228

Phone No.: 804 261 1206

Fax No.: -

E-mail Address: J.Stanley@HomeParamount.com

Minority-owned Women-owned

(4) 
Signature

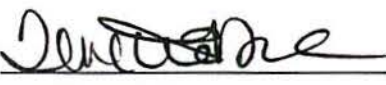
Name Printed: JC Irwin
Name of Firm: BVB Busters
Address: 1400 W. 3rd Street
City & State: Farmville, VA, 23901

Phone No.: 804-937-8238

Fax No.: 434-392-6575

E-mail Address: jcirwin@mybugbusters.com

Minority-owned Women-owned

(5) 
Signature

Name Printed: Tenecia Dixon
Name of Firm: VCU
Address: 711 W. Main St.
City & State: Richmond, VA

Phone No.: 804-828-8843

Fax No.: -

E-mail Address: tdixon@vcu.edu

Minority-owned Women-owned

Tenecia Dixon

CONFERENCE REGISTER for RFP # 8255911TH- Bed Bug Heat Treatment Services

(6) Daniel Johnson

Signature

DANIEL JOHNSON

Name Printed: DAN JOHNSON

Name of Firm: ACCEL PEST AND TERMITE CONTROL

Address: 540 CENTRAL AVE

City & State: VIRGINIA BEACH, VA

Phone No.: 757-270-3338

Fax No.: _____

E-mail Address: djohnson@accelpest.com

____ Minority-owned

____ Women-owned

(7) Nichole Trent

Signature

Nichole Trent

Dad

Name Printed: Nichole Trent

Name of Firm: Facilities

Address: 700 W. Grace St.

City & State: _____

Phone No.: 804 822-2850

Fax No.: _____

E-mail Address: npiparo@concast.net

____ Minority-owned

____ Women-owned

(8) Douglas L. Piparo

Signature

Name Printed: Douglas L. Piparo

Name of Firm: DAN EXTERMINATING

Address: 101 early needs ct

City & State: Sandston VA

Phone No.: 804 737 9232

Fax No.: 804 - 737 - 9234

E-mail Address: lpiparo@concast.net

____ Minority-owned

____ Women-owned

CONFERENCE REGISTER for RFP # 8255911TH- Bed Bug Heat Treatment Services

(9) Tres Bedell
Signature

Name Printed: Tres Bedell
Name of Firm: RVA Thermal Heat / ~~Bed Bug Heat Treatment~~
Address: 14320 Western Riders Ln
City & State: Glen Allen, VA 23059

Phone No.: _____
Fax No.: _____
E-mail Address: _____

____ Minority-owned ____ Women-owned

(10) Peter Rubino
Signature

Name Printed: Peter Rubino
Name of Firm: Sustainable Pest Systems
Address: 3021 Stonybrook Dr
City & State: Raleigh NC 27609

Phone No.: _____
Fax No.: _____
E-mail Address: _____

____ Minority-owned ____ Women-owned

Peter Rubino
Peter@sustainablepest.com

(11) Mark Hayward
Signature

Name Printed: Mark Hayward
Name of Firm: Hayward Termite & Pest Control
Address: ~~2422~~ Tidewater Dr. Norfolk VA
City & State: 23518

Phone No.: _____
Fax No.: _____
E-mail Address: _____

____ Minority-owned ____ Women-owned

Mark Hayward



A QualityPro Full Service Company

Don Walton
Chief Operating Officer

Office | 434.392.7814
Cell | 804.351.6574

Email | DWalton@MyBugBusters.com
Websites | MyBugBusters.com | MyDrySeal.com
Facebook | @BugBustersPestControlServices
@DrySealHomeAndBasementSolutions

D & N Exterminating, LLC.
Free Inspections

Doug Piparo, Sr.
Supervisor

PO Box 787
Sandston, VA 23150

804-737-9232
804-564-3623 (Cell Phone)
www.dnnexterminating.org



Mike Weiss, ACE
Service Manager

3904 Bremner Blvd
Richmond, VA 23228
888.888.HOME (4663)
Fax 804.261.1206
Mobile 410.459.5344

mweiss@homeparamount.com
www.homeparamount.com



A QualityPro Full Service Company

JC Irwin
Senior Project Manager
Corporate Office | 434.392.7814
Colonial Heights Office | 804.520.BUGS
Cell | 804.937.8238

Email | JCIrwin@MyBugBusters.com
Websites | MyBugBusters.com | MyDrySeal.com
Facebook | @BugBustersPestControlServices
@DrySealHomeAndBasementSolutions



RVA THERMAL HEAT
TRES BEDELL
OWNER/OPERATOR

804-869-1232
TRESBEDELL@RVATHERMALHEAT.COM



Serving all of Hampton Roads



Dan Johnson

757-513-9176
757-270-3338
djohnson@accelpest.com
accelpest.com



VCU

Procurement Services

RFP-Addendum

DATE: 10/1/2018

ADDENDUM NUMBER ONE (2), TO ALL OFFERORS

Reference-Request for Proposal: RFP# 8255911TH

Commodity/Title: Bed Bug Heat Treatment Services

Issue Date: 9/5/2018

Proposal Due: 10/12/2018 at 11:00 A.M.

Pre-Proposal Conference: 9/18/2018

The addenda includes the additional questions and answers, revised pricing schedule to include a breakdown of service call pricing per square footage, and pricing columns for the VASCUPP Zone Map. See attached "Additional Questions and Answers", "Revised Pricing Schedule – Addendum 2 to Include Square Footage Breakdown and VASCUPP Zone Pricing", and VASCUPP Zone Map. A revised excel version of the pricing schedule has been uploaded to eVA for your use.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,
Teresa Hall
804.828.3409

ORKIN, LLC

Name of Firm

AHS

BRANCH MANAGER

Signature/Title

2/1/2019

Date



VCU

Procurement Services

Additional Questions and Answers

Question One: What is the total area square footage?

Answer One: The square footage will change depending on the space where bed bugs need to be eradicated. You may find more information regarding the Residence Halls provided in the link on the RFP.

Question Two: What is the allotted response time for emergency calls?

Answer Two: Response times are noted in the RFP.

Question Three: What is the allotted time for treatment on emergency calls?

Answer Three: Response times are noted in the RFP.

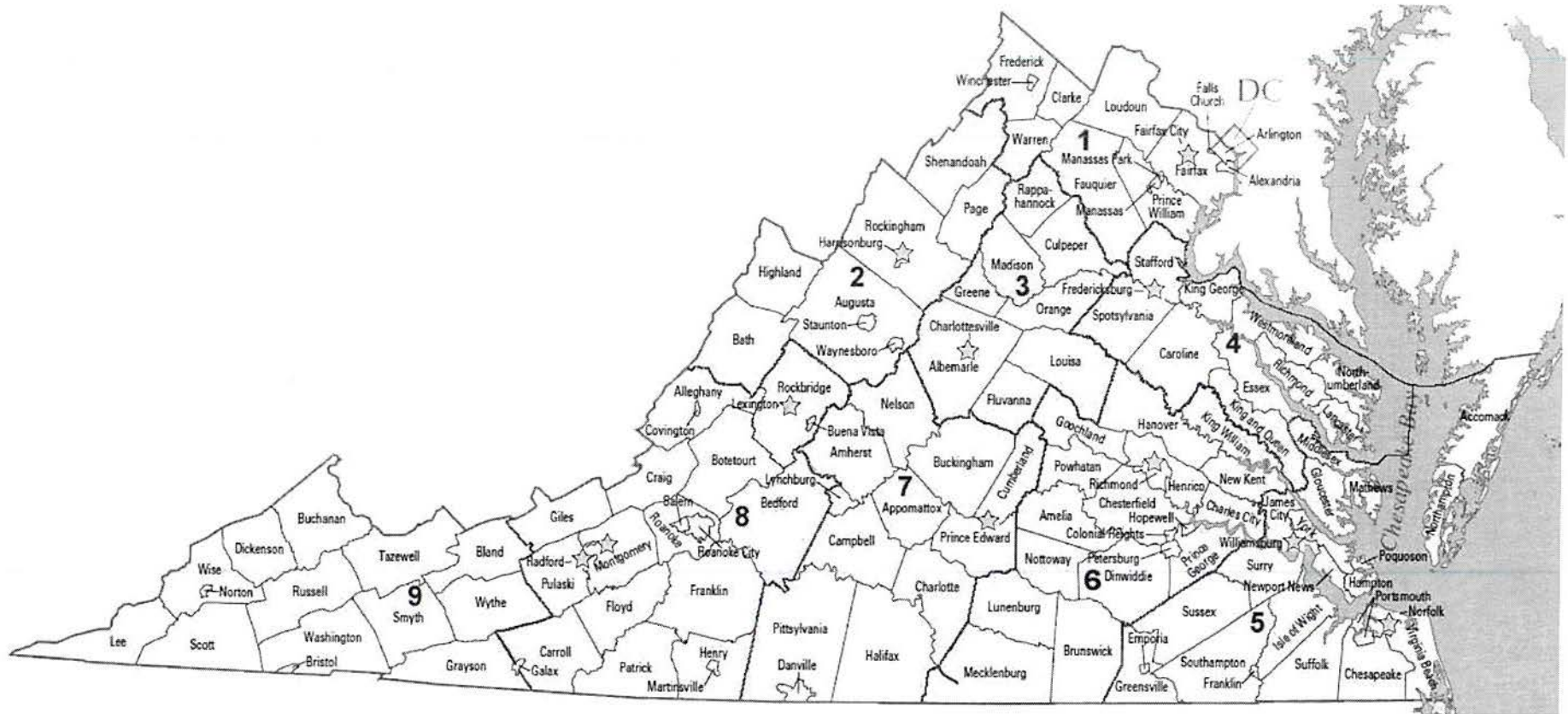
End of questions and answers.

Note: The due date and time has been changed from Wednesday, October 10, 2018 at 11:00 A. M. to Friday, October 10, 2018 at 11:00 A.M.

APPENDIX IV

RFP 8255911TH REVISED PRICING SCHEDULE - ADDENDUM 2 to Include Square Footage Breakdown and VASCUPP Zone Pricing
 Zone Locations Noted on VASCUPP Zone Map

Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6 (VCU)	Zone 7	Zone 8	Zone 9
Flat Rate for Service Call based on Square Footage									
0-500 Square Feet									
501-750 Square Feet									
751-1000 Square Feet									
Over 1000 Square Feet									
Mattress/Box Spring Encasements									



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<p><u>Zone 1</u> George Mason University (Fairfax)</p>	<p><u>Zone 2</u> James Madison University (Harrisonburg)</p>	<p><u>Zone 3</u> University of Virginia (Charlottesville)</p>
<p><u>Zone 4</u> University of Mary Washington (Fredericksburg)</p>	<p><u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)</p>	<p><u>Zone 6</u> Virginia Commonwealth University (Richmond)</p>
<p><u>Zone 7</u> Longwood University (Farmville)</p>	<p><u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)</p>	<p><u>Zone 9</u></p>



VCU

Procurement Services

RFP-Addendum

DATE: 10/12/2018

ADDENDUM NUMBER THREE (3), TO ALL OFFERORS

Reference-Request for Proposal: RFP# 8255911TH

Commodity/Title: Bed Bug Heat Treatment Services

Issue Date: 9/5/2018

Proposal Due: 10/16/2018 at 11:00 A.M. (REVISED DUE DATE)

Pre-Proposal Conference: 9/18/2018

The purpose of Addendum No 3 is to extend the due date for RFP# 8255911TH until Tuesday, October 16 at 11:00 A.M. due to the emergency weather conditions incurred on the night of Thursday, October 11, 2018 to allow ample time for safe delivery of the proposal.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,
Teresa Hall
804.828.3409

Orkin, LLC

Name of Firm

AHS

Signature/Title

BRANCH MANAGER

2/1/2019

Date



VCU

Procurement Services

RFP-Addendum

DATE: 10/12/2018

ADDENDUM NUMBER THREE (3), TO ALL OFFERORS

Reference-Request for Proposal: RFP# 8255911TH

Commodity/Title: Bed Bug Heat Treatment Services

Issue Date: 9/5/2018

Proposal Due: 10/16/2018 at 11:00 A.M. (REVISED DUE DATE)

Pre-Proposal Conference: 9/18/2018

The purpose of Addendum No 3 is to extend the due date for RFP# 8255911TH until Tuesday, October 16 at 11:00 A.M. due to the emergency weather conditions incurred on the night of Thursday, October 11, 2018 to allow ample time for safe delivery of the proposal.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,
Teresa Hall
804.828.3409

Orkin LLC.

Name of Firm

[Signature]

Signature/Title

10/16/18

Date



VCU Procurement Services

Request for Proposals

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
#8255911TH**

Issue Date: 9/5/2018
Title: Bedbug Heat Treatment Services
Issuing and Using Agency: Virginia Commonwealth University (VCU)
Direct Inquiries to: Teresa Hall, Senior Buyer
Tlhall2@vcu.edu

Proposal Due Date (Firm): 10/10/2018
11:00 AM

Proposal Delivery Addresses: VCU
Procurement Services – Proposal Processing
912 W. Grace Street, 5th Floor
Richmond, VA 23284

Note: Do not send via US Mail.

Access to Solicitation: This solicitation and any addenda are posted and may be accessed at any time at: <http://www.eva.virginia.gov>



A VASCUPP Member Institution

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
Thermal Bed Bug Treatment
#8255911TH**

OFFER FORM

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

A. GENERAL INFORMATION:

Name & Address of Firm:

_____ Date: _____
 _____ By (Signature In Ink): _____
 _____ Zip Code _____ Name Typed: _____
 E-Mail Address: _____ Title: _____
 Telephone: (____) _____ Fax Number: (____) _____
Toll free, if available **Toll free, if available**
 DUNS NO.: _____ FEI/FIN NO.: _____

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS: () YES () NO WOMEN-OWNED: () YES () NO
 REGISTERED WITH eVA: () YES () NO SMALL BUSINESS: () YES () NO
 VIRGINIA DSBSD CERTIFIED: () YES () NO VIRGINIA DSBSD CERTIFICATION#: _____

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details.	See Paragraph X for more information
---	---

D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation.

See Paragraph VIII for more information

Addendum #			Addendum #
Addendum Date	___/___/___		Addendum Date
Addendum #			Addendum #
Addendum Date	___/___/___		Addendum Date

Affix this Form as the FIRST PAGE of your proposal.

Table of Contents

I.	PURPOSE	4
II.	THE UNIVERSITY	4
III.	PRE-PROPOSAL CONFERENCE	5
IV.	STATEMENT OF NEEDS	5
V.	THE REQUEST FOR PROPOSALS PROCESS – GENERAL	11
VI.	PREPARATION OF WRITTEN PROPOSALS - GENERAL	11
VII.	SUBMISSION OF PROPOSALS	12
VIII.	PROPOSAL RESPONSE FORMAT	12
IX.	SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWAM):	14
X.	ADDENDA.....	14
XI.	PROPOSAL ACCEPTANCE PERIOD:.....	15
XII.	CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION	15
XIII.	LATE PROPOSALS.....	15
XIV.	QUESTIONS AND EXPLANATIONS TO OFFERORS	15
XV.	COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:	15
XVI.	ORAL PRESENTATIONS.....	16
XVII.	BEST AND FINAL OFFERS (BAFO):	16
XVIII.	QUALIFICATIONS OF OFFERORS:	16
XIX.	CANCELLATION OF SOLICITATION	16
XX.	EVALUATION CRITERIA	16
XXI.	AWARD OF CONTRACT	17
XXII.	GENERAL TERMS AND CONDITIONS.....	17
XXIII.	SPECIAL TERMS AND CONDITIONS.....	24
XXIV.	ATTACHMENTS:.....	27

I. PURPOSE

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals for Bed Bug Heat Treatment services on an as needed basis for Virginia Commonwealth University.

Term: The initial contract term shall be (1) year, with the option of up to (4) one year renewals, to be executed upon mutual signed agreement of both parties on an annual basis.

- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

- C. OPTIONAL-USE CONTRACT: The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of "Highest Research Activity" and "Community Engaged." As one of the nation's top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

VCU Health is one of the nation's leading and Central Virginia's only academic medical center. It includes the VCU Health System Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician/faculty members, and the health sciences schools of VCU.

The university and its medical center are the largest-single employer in the Richmond area, with more than 27,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's direct economic impact to Virginia is estimated to be more than \$3 billion in annual spending that supports more than 40,000 jobs.

VCU's 16 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis, including the VCU men's basketball team's run to the Final Four in 2011.

III. **PRE-PROPOSAL CONFERENCE**

An optional pre-proposal conference will be held at 10:00AM on 9/18/2018 at:

Procurement Services
912 W. Grace Street, 5th Floor
Conference Room
Richmond, VA 23284

For directions and paid parking information visit:

<https://parking.vcu.edu/parking/>

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to tlhall2@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- “Dial-In” numbers:
 - 866-842-5779 (United States and Canada)
 - 832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- “Dial-In” at the scheduled date and time.

IV. **STATEMENT OF NEEDS**

This Section describes VCU’s requested goods and/or services and the areas to be addressed in Offeror’s Proposal. Please note that utilization of the words “shall” or “must” indicates a mandatory requirement.

A. Overview:

The Contractor shall furnish all materials, equipment, labor, supervision and other incidentals that may be required to satisfactorily perform Bed Bug Treatment Services to approximately 13 Residence Halls and other VCU properties as requested on an as needed basis to include on demand and emergency services.

B. Locations:

Residence Halls currently include:

The Monroe Park Campus

- a. Ackell Residence Center
- b. Brandt Hall
- c. Broad and Belvidere (B&B) Gilmer
- d. Cary & Belvidere (C&B)
- e. Grace & Broad Residence Center 1
- f. Grace & Broad Residence Center 2
- g. GRC III

- h. The Honors College
- i. Johnson Hall
- j. Rhoads Hall
- k. West Grace South (WGS)
- l. West Grace North (WGN)

The MCV Campus

- a. Cabaniss Hall

The following link will provide more information to include addresses of the properties, room layouts and plans.

[Halls | Residential Life & Housing | Virginia Commonwealth University](#)

Note: Most Bed Bug Treatment Services are performed in the Residence Halls, however Bedbugs have been treated at other VCU locations to include academic areas, library space, and clinical areas. All VCU properties should be included where potential for bedbugs exists.

C. General Requirements

1. Contractor should assign a bed bug specialist who is properly trained and certified to respond to potential bed bug situations. Contractor will inform owner of any changes to this assignment.
2. Contractor's technician shall be responsible for responding to the Contract Administrator's email regarding requested trouble tickets within the designated time constraints noted in number three below. The technician must also be reachable by cell phone during business hours. VCU must have a working contractor contact phone number for emergency calls 24/7.
3. Resident will submit a work order for bedbug treatment. Facilities Management will notify the contract administrator and Residential Life & Housing Facilities staff, as well as the Hall Director, for the area with the problem, of the request. The Contract Administrator will notify the contractor via phone followed by a follow up email requesting services for the possible bed bug infestation. Services should include inspection, treatment, and follow up inspection. During normal business hours all requests for inspection will need to be acknowledged via phone within (1) hour of the representative's contact and a site visit occur within four (4) hours. Normal business hours are defined as Monday- Friday from 8:00 AM – 5:00 PM. If a request for inspection is received after 1:00 PM it can be addressed the following day if it is not possible to schedule it for that afternoon. During non-business hours, Saturday, Sunday, and on Holidays a request for inspection should be acknowledged via telephone within two (2) hours and a site visit within four (4) hours.
4. Technician will call or check in with the building office for an escort 30 minutes prior to arrival. The escort will provide a Notice of Entry if the resident is not present for the inspection.
5. If a room is found to have bed bugs it should be treated within one (1) business day as long as the necessary preparation for service is completed. Treatment will not occur until the area or areas needing treatment have been prepared as noted in APPENDIX V (Heat Treatment Preparation Instruction for Occupants). The preparation list may be modified by VCU at any time.
6. Contractor shall replace the bed bug specialist assigned to VCU in his/her absence on sick days, holidays, vacations, etc. with an individual who is equally licensed, trained and certified.
7. All inspections and services shall be provided by background screened (no felonies) technicians. All technicians must be licensed, certified and/or registered in the State of Virginia on the equipment or product they are using. All technicians must be easily identifiable at a glance with a uniform or shirt with a company logo.

8. At a minimum all inspections will be performed using visual inspection techniques. Other forms of inspection will be considered, such as DNA, chemical inspections, or K-9 inspections. Inspections should be performed by trained, registered bedbug experts. In the event a visual inspection does not show bed bug activity, other forms of inspection, as mentioned above, shall be completed on the unit to determine the presence or absence of bed bugs. If DNA testing is used, an independent laboratory must be used and results should be documented and provided to VCU within 72 hours. The type of additional inspection techniques used will be determined by Residential Life & Housing or the Contract Administrator based on the information of the contractor.
9. All inspection results shall be provided to VCU on company letterhead showing the bed bug specialist company name, date the inspection occurred, how the inspection was performed, and who it was performed by.
10. All work performed under this contract shall conform to all local, state, and federal regulations governing chemical composition, performance and application appropriate to the specific area where work is being performed. All containers used must be properly labeled.
11. After treatment of the problem area, the designee or the Residential Life & Housing Facilities Coordinator will sign both copies of the work ticket verifying the work was completed to their satisfaction. One ticket is kept by the Coordinator or designee and the other is kept by the bed bug treatment specialist to be returned to the Facilities Contract Administrator in order to verify that the work has been completed. All work tickets shall be legible and have the building name and room numbers treated, the type of treatment that was used to include chemical names and amounts, the date and signature of the Coordinator or their designee at the time of treatment. (Note: VCU may change work ticket format at its discretion.)
12. If a bedbug infestation is found the Contractor may be asked to treat not only the affected room but the surrounding rooms as well in order to prevent the spread of the bedbugs to other rooms. This would mean the rooms to the right, left, above, and below the affected room.
13. All required documentation from the service must be provided to VCU at the conclusion of the treatment for any method utilized. Required documentation includes: service invoice with date, location, work request number, purchase order number and services performed to include: duration of the job with start and end times, condition of the units being treated, all insecticide used with amounts used and a print out of the graph generated during the treatment showing temperatures throughout the duration of the treatment.
14. Follow up inspection is to be completed 7 days after the treatment to ensure the success of the treatment. If live activity is found within 60 days of the treatment, and students prepared for the initial treatment correctly, a retreatment shall be provided at no additional cost to VCU. Follow up Inspection is to be included in the price of treatment.

D. Requirements Specific to Heat Treatment

1. Treatment shall be provided to the following specifications: Thermal pest eradication (i.e. Heat Treatment for bed bugs). VCU prefers each heater generate 30,000 BTU's (British Thermal Units) or more while running on a 50 amp circuit. The contractor must have enough equipment to heat all living spaces within the unit (living room, bedrooms, kitchens, bathrooms, etc.) simultaneously. The following temperatures must be reached and maintained for a minimum of 90 minutes. Ambient temperature must be 135 degrees Fahrenheit and core temperature must be 125 degrees Fahrenheit. Temperatures need to be tracked and recorded by the minute using wireless probes. All data needs to be captured, graphed, and provided to VCU at the end of each treatment. Sprinkler heads need to be insulated against the high temperatures and monitored via a wireless probe during treatment. During the treatment the technician shall move and rearrange clothing and items in the unit to maximize heat distribution. The technician must rearrange

furniture, open drawers, closets, wardrobes, desks, etc., and rearrange the items contained within as well as rearrange items such as laundry baskets, books, papers, clothing, or anything that is piled up to ensure good heat distribution. Once the temperature requirements are met, the heaters may be shut down.

2. Once the heaters are shut down, a registered technician should apply a residual insecticide (both liquid and dust) to key areas to minimize future infestations, per current industry best practices.. Key areas include but are not limited to, base boards, switch plates, wall sockets, bed frames, and other furniture in the room as needed. All treatment must be applied in accordance to the label of the product.
3. VCU uses sprinkler heads that have a threshold of 155 degrees Fahrenheit before activation. The contractor shall use a device constructed of highly insulated foam to insulate the sprinkler heads from the elevated ambient room temperature. The contractor shall be shown the location of the sprinkler system isolation valve for the area being treated. In the event the valve is in a restricted area the Facilities Coordinator will provide access to the valve. The contractor shall have on hand, in the unit being treated, a wedge designed to be inserted into an activated sprinkler head to limit the flow of water. The contractor shall cover all sprinkler heads in the treatment area with insulated covers. Each cover should contain a wet cloth and wireless temperature monitor to track and record the temperature next to the sprinkler head during the entire treatment. In the event that the temperature inside the insulated cover reaches 130 degrees Fahrenheit the contractor will immediately turn off the heaters and ventilate the room to ensure that the sprinkler heads do not go off. The contractor should reinsulate the affected head and continue the treatment.
 - a) In the unlikely event a sprinkler head is activated, the contractor shall do the following:
 1. Insert wedge into sprinkler head immediately to limit water flow.
 2. Shut off the sprinkler system isolation valve for the area being treated immediately.
 3. Notify the area Facilities Coordinator.

b) Typical types of sprinkler heads used in the residence halls:



Figure 1 Rhoads Hall - On Closet



Figure 2 Rhoads Hall - Upper Wall



Figure 3 Kitchen Ceiling



Figure 4 Ceiling



Figure 5 Ceiling



Figure 6 Ceiling

V. THE REQUEST FOR PROPOSALS PROCESS - GENERAL

- A. **Written Proposals:** To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Physical Delivery Required:** As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations:** Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection:** Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

VI. PREPARATION OF WRITTEN PROPOSALS - GENERAL

A. Offerors shall submit:

- 1. **Required Forms:** The following forms must be completed and returned with the proposal
 - a) The Offer Form on Page 2 of the RFP
 - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
 - c) Fully completed Appendix II – Invoicing and Payment
 - d) Fully completed Appendix III – Exceptions (if no exceptions noted please state “no exceptions”)
 - e) Fully completed Appendix IV – Pricing Schedule

f) All forms must be executed by an official representative of the Offeror.

2. Hard Copy and Electronic Copy of Entire Proposal

- a) Six (6) original hard copy (paper) documents of the entire proposal, including all attachments and proprietary information, and
- b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

VII. SUBMISSION OF PROPOSALS

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University’s Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

From:

_____	_____	_____
Name of Contractor	Due Date	Time
_____	_____	
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code +4	RFP Title	
Name of Contract/Purchase Officer or Buyer:	_____	

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

VIII. PROPOSAL RESPONSE FORMAT

A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Firm

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service. Please include licenses held by the company and technicians relating to the statement of needs.

E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

Please provide price on Appendix IV

VASCUPP Zone Map: Please refer to the link below to review the VASCUPP Zone Map. Below your pricing proposal, please identify by number which zones you are willing to service. Note Offeror must offer the same pricing as you have proposed herein to all zones serviced. Contracted Offeror(s) may add additional zones of service during the contract term at Offeror's discretion. If no zones are identified in your proposal as being excluded, the pricing provided will apply to all zones in the Commonwealth.

<https://vascupp.org/VASCUPPzonemap.pdf>

IX. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Offerors must submit complete Appendix I (see section XXIV: Attachments) unless offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix I - Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

X. ADDENDA

A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.

- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

XI. PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

1. Clearly denote on the outside of the proposal that it contains proprietary information.
2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that it's entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

XIII. LATE PROPOSALS

To be considered for selection, proposals must be received by the issuing office by the designated date and time. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: 9/24/2018.

XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

XVI. ORAL PRESENTATIONS

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations
- B. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Contractor's presentation team.

XVII. BEST AND FINAL OFFERS (BAFO):

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

XVIII. QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

XIX. CANCELLATION OF SOLICITATION

The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

XX. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

EVALUATION CRITERIA

Qualifications and Experience	30%
Methodology/Approach	30%
Pricing Schedule	25%
SWaM Status/Utilization*	15%

**Offeror's status as a Virginia DSBSD-certified SWaM Business, or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (see Appendix I).*

XXI. AWARD OF CONTRACT

- A. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected offerors.
- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- D. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- E. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

XXII. GENERAL TERMS AND CONDITIONS

A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling University Purchasing at (804) 828-1077.

B. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color,

national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual

Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

(2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to

satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named,

but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a

specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

Y. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. The Vendor Transaction Fee is:

- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.

Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

Z. FERPA: The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for

University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

FF. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
912 West Grace, 5th Floor
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

GG. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

XXIII. SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- C. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. CONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____
Subcontractor Name: _____
License# _____ Type: _____

- E. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- F. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract

specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

- H. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- I. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- J. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- K. RADIATION/CHEMICAL/BIOLOGICAL HAZARD AREAS: The personnel employed by the Contractor shall be capable employees, trained and qualified to perform specified services. If the Contractor is to perform work in areas posted with radiation warning signs and/or chemical/biological hazard signs, prior to the commencement of the contract, the Contractor shall contact: (1) the Office of Environmental Health and Safety's (OEHS) Radiation Safety Section (804) 828-9131 for training information as required by the NRC and the Commonwealth of Virginia, and (2) the Chemical/Biological Safety Section (804) 828-4866 for training information in the handling of hazardous materials as required by OSHA, and other regulatory agencies. Radiation Safety and Chemical/Biological Safety will provide the Contractor with the appropriate training information for radiation work areas and hazardous materials. The Contractor shall be responsible for training its employees with the information provided by VCU. New employees are required to receive training prior to working in posted areas. A copy of the training roster shall be submitted to OEHS at the end of each month in which training has occurred. Refresher training shall be conducted by the Contractor and reported to VCU annually. Any additional training requirements identified by VCU shall be coordinated with VCU's Contract Administrator, OEHS, and the Contractor.
- L. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- M. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- N. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- O. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for four (4) successive one (1) year periods under the terms and conditions of the original contract, except as stated in #1 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- P. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Q. **WARRANTY (COMMERCIAL)**: The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- R. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- S. **WORK ESTIMATES**: Under this contract, the Contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must be the Contractor's rates specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract.
- T. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**: Under this contract, the Contractor shall be responsible for making repairs, as necessary, to public or private property damaged by their work at the Contractor's sole expense. Pavement, curbs or sidewalk repairs shall be as specified by the City of Richmond VA, Department of Public Works for each separate location at which time such repairs may be required as a result of the contractor's operations under the Contract
- U. **POLICY OF EQUAL EMPLOYMENT**: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- V. **ADDITIONAL USERS OF CONTRACT**: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

W. GRAMM-LEACH-BLILEY ACT:

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

X. CRIMINAL BACKGROUND CHECK:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations. <http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

Y. IDENTIFICATION CARDS:

All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.

XXIV. ATTACHMENTS:

APPENDIX I – SwaM Participation

APPENDIX II – Invoicing and Payment

APPENDIX III – Noted Exceptions

APPENDIX IV – Pricing Schedule

APPENDIX V – Bed Bug Heat Treatment Preparation Instruction for Occupants

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Commitment for utilization of DSBSD SWaM Businesses:

_____ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: _____

Email: _____

Phone: _____

Firm: _____

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged: By

(Signature): _____

Name Printed: _____

Title: _____

Email: _____

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.

APPENDIX II
INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, FMD Contract Administration, Box 843011, Richmond, VA 23284-3011, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

Contractor must indicate the method of payment selected:

_____ Commercial Card Payment (Wells Fargo VISA)

_____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature: _____
Name Printed: _____
Title: _____
Name of Firm: _____
Date: _____

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: _____ Title: _____
Mailing address: _____
Email address: _____
Phone number: _____
Fax number: _____

APPENDIX IV

RFP 8255911TH Price Schedule for Bed Bug Heat Treatment

Description	Price Each	Quantity	Total
Flat Rate for Service Call	\$ -	50	\$ -

APPENDIX V

Dear Residents ();

Your apartment has been scheduled for a pest control treatment for bedbugs. **The area will be treated on (Date of Treatment).** Please follow the guidelines below to ensure a successful treatment.

1. You will need to **exit the apartment by (Time), (Date of treatment).** The heat treatment process will take a minimum of 6 hours to perform. You will be allowed to **return to the apartment after (Time), (Date of treatment).**
2. Use the dryer in the apartment or in your building to adequately heat ALL PERSONAL ITEMS you will wear the day of the treatment. This should be done immediately prior to leaving the room/suite/apartment on the day of treatment. This will reduce the likelihood of a re-infestation once the heat treatment has been performed.
3. Remove the following items from the space being treated:
 - (a) Aerosol spray cans
 - (b) Liquid medicine
 - (c) CD's, tapes, record albums, game CD's
 - (d) Loose photos
 - (e) Any decorative items constructed with hot glue
4. Discard any trash from the space. The space will be heated to 120+ degrees and trash will smell.
5. Vacuum or sweep all floors. The air circulation from the treatment will blow dust and debris around the space if not removed.
6. Place any open food items or fruit in your refrigerator. If you do not have a refrigerator, discard these items or ask a friend in a nearby space to hold the food for you.
7. Remove all live plants. The heat will cause them to severely wilt or die.
8. Remove all animals including fish tanks, turtles and other caged animals.
9. DO NOT REMOVE ANY OTHER ITEMS UNLESS THEY WILL BE LAUNDERED PRIOR TO BEING BROUGHT BACK INTO THE HOME. ALL ITEMS MUST BE IN NEW BAGS, TUBS OR BOXES WHEN RETURNED.
10. Electronics that are left in the unit during treatment will be left at the risk of the resident.
11. You must be prepared for service by 8am on the scheduled day of service. If you are not prepared for service, you will be responsible for any rescheduling fees that may be charged to your student account.

Please feel free to contact your area Housing Office with any questions and or concerns.

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
Thermal Bed Bug Treatment
#8255911TH**

OFFER FORM

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

A. GENERAL INFORMATION:

Name & Address of Firm:

Orkin, LLC

Date: 10/8/18

10813 Midlothian Pike

By (Signature In Ink): [Signature]

N. Chesterfield Zip Code 23235

Name Typed: Benjamin K. Hill

E-Mail Address: bhill2@orkin.com

Title: Account Manager

Telephone: (804) 798-2890

Fax Number: (804) 794-8316

Toll free, if available

Toll free, if available

DUNS NO.: 006919088

FEI/FIN NO.: 51-0068479

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS: () YES (x) NO WOMEN-OWNED: () YES (x) NO
REGISTERED WITH eVA: (x) YES () NO SMALL BUSINESS: () YES (x) NO
VIRGINIA DSBS CERTIFIED: () YES (x) NO VIRGINIA DSBS CERTIFICATION#: _____

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details.	See Paragraph X for more information
---	---

D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation.

See Paragraph VIII for more information

Addendum #	1	Addendum #	
Addendum Date	9/24/2018	Addendum Date	_/_/___
Addendum #	2	Addendum #	
Addendum Date	10/1/2018	Addendum Date	_/_/___

Affix this Form as the FIRST PAGE of your proposal.

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Orkin is open to utilizing SWaM certified businesses + suppliers in the performance of this contract. To date, Orkin does not know of any SWaM certified companies that perform any services or provide supplies to perform treatment in accordance with the details of this RFP

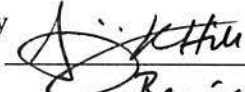
Commitment for utilization of DSBSD SWaM Businesses:

T.B.D % of total contract amount that will be performed by DSBSD certified SWaM businesses.
based on available SWaM sub-contractors or suppliers

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: Ben Hill
Email: bhill2@orkin.com
Phone: 804-798-2890
Firm: Orkin, LLC.

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged: By 
(Signature):
Name Printed: Benjamin K. Hill
Title: Account Manager
Email: bhill2@orkin.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.

APPENDIX II
INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, FMD Contract Administration, Box 843011, Richmond, VA 23284-3011, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

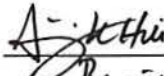
Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

Contractor must indicate the method of payment selected:

B.K.H. Commercial Card Payment (Wells Fargo VISA)
_____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature: 
Name Printed: Benjamin K. Hill
Title: Account Manager
Name of Firm: Orkin, LLC.
Date: 10/8/18

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: Ashley Reid Title: LCSS
Mailing address: 10813 Midlothian Tpke.
N. Chesterfield VA 23235
Email address: areed@orkin.com
Phone number: 804-302-4991
Fax number: 804-794-8316

APPENDIX III
EXCEPTIONS

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
	<i>No Exceptions</i>

A. Jettre
10/8/18

APPENDIX IV

RFP 8255911TH REVISED PRICING SCHEDULE - ADDENDUM 2 to Include Square Footage Breakdown and VASCUPP Zone Pricing
 Zone Locations Noted on VASCUPP Zone Map

Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6 (VCU)	Zone 7	Zone 8	Zone 9
Flat Rate for Service Call based on Square Footage									
0-500 Square Feet	1300.00	1300.00	1300.00	1300.00	1300.00	1300.00	1300.00	1300.00	1300.00
501-750 Square Feet	1550.00	1550.00	1550.00	1550.00	1550.00	1550.00	1550.00	1550.00	1550.00
751-1000 Square Feet	1800.00	1800.00	1800.00	1800.00	1800.00	1800.00	1800.00	1800.00	1800.00
Over 1000 Square Feet	2050.00	2050.00	2050.00	2050.00	2050.00	2050.00	2050.00	2050.00	2050.00
Mattress/Box Spring Encasements	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00



VCU

Procurement Services

RFP-Addendum

DATE: 10/1/2018

ADDENDUM NUMBER ONE (2), TO ALL OFFERORS

Reference-Request for Proposal: RFP# 8255911TH

Commodity/Title: Bed Bug Heat Treatment Services

Issue Date: 9/5/2018

Proposal Due: 10/12/2018 at 11:00 A.M.

Pre-Proposal Conference: 9/18/2018

The addenda includes the additional questions and answers, revised pricing schedule to include a breakdown of service call pricing per square footage, and pricing columns for the VASCUPP Zone Map. See attached "Additional Questions and Answers", "Revised Pricing Schedule – Addendum 2 to Include Square Footage Breakdown and VASCUPP Zone Pricing", and VASCUPP Zone Map. A revised excel version of the pricing schedule has been uploaded to eVA for your use.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,
Teresa Hall
804.828.3409

Orkin, LLC.
Name of Firm

[Signature] / Account Manager
Signature/Title

10/16/18
Date



VCU

Procurement Services

RFP-Addendum

DATE: 9/24/2018

ADDENDUM NUMBER ONE (1), TO ALL OFFERORS

Reference-Request for Proposal: RFP# 8255911TH

Commodity/Title: Bed Bug Heat Treatment Services

Issue Date: 9/5/2018

Proposal Due: 10/10/2018 at 11:00 A.M.

Pre-Proposal Conference: 9/18/2018

The addenda includes the questions and answers from the Pre-Proposal Conference and the revised pricing schedule to include mattress and box spring encasements. See attached "Questions and Answers from Pre-Proposal Conference" and "Revised Pricing Schedule – Addendum 1 to Include Mattress Encasements". A revised excel version of the pricing schedule has been uploaded to eVA for your use.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,
Teresa Hall
804.828.3409

Orkin, LLC.
Name of Firm

[Signature] / Account Manager
Signature/Title

10/10/18



Virginia Commonwealth University

Request for proposals #8255911TH

Issue date: 9/5/18

Bedbug Heat Treatment Services

Proposal Response

Introduction

Orkin, LLC. is a wholly owned subsidiary of Rollins, Inc. As a publicly owned company with over 400 locations nationwide Orkin has been performing pest control service for over 110 years. The Orkin office responsible for delivering the services outlined in this RFP is located at 10813 Midlothian Turnpike, N. Chesterfield VA. This office is staffed by more than 25 trained employees that deliver commercial pest control to the greater Richmond area. These include some of the same staff that has been responsible for delivering bed bug heat treatments for over 9 years to customers in the great Richmond area. Incidentally, one such customer is Virginia Commonwealth University.

Qualifications of Orkin, LLC.

The local Orkin office listed above has been delivering bedbug heat treatments to customers for over 9 years in the greater Richmond area. This service has been delivered in a manner consistent with the Statement of Needs outlined in this RFP. Orkin has provided all services detailed in this RFP's Statement of Needs with the exception of chemical inspections for bedbugs. All other inspection methods and treatment methods have been utilized.

Qualifications of the Staff

Branch manager: Aaron Hairfield

Experience: 13+ years Pest Control, 3+ years of bedbug heat treatment experience

Licenses: 7A general pest control, 7B wood destroying pest control, 8 public health pest control

Service manager: Luke Berneking

Experience: 3+ years Pest Control

Licenses: 7A general pest control, 7B wood destroying pest control, 8 public health pest control

Service manager: Tray Brown

Experience: 18 months of bedbug heat treatments experience

Licenses: Registered technician

Account manager: Ben Hill

Experience: 13+ years Pest Control, 9+ years of bedbug heat treatment experience

Licenses: none

Route manager: Kevin Stone

Experience: 12+ years Pest Control, 5+ years of bedbug heat treatment experience

Licenses: 7A general pest control, 7B wood destroying pest control

Route manager: Luis Ojeda

Experience: 1 year of bedbug heat treatment experience

Licenses: none

Orkin location

License: Pesticide business license

References

1) Virginia Commonwealth University

Point of contact(s) for reference: Tenecia Dixon, Richard Karabiac, Kevin Baker, Allison Patel, Sylvia Britt, Wayne Johnson, Fawn Nolan

(I'm not sure who is appropriate to list for this reference, however these are all VCU personnel I have worked with in the past)

2) University of Richmond

Point of contact: Allison Steele

Contact information: 804-289-8607; asteele@richmond.edu

3) Richmond Redevelopment Housing Authority

Point of contact: Bonita Ross

Contact information: 804-780-8781; bonita.ross@rrha.com

Work Plan

General

Orkin has the ability to meet all time line requirements from responding to inspection requests to the actual delivery of treatment to the follow up on treatment as outlined in section C under the Statement of Needs (Pages 6 & 7). We will be able to meet every requirement of this section.

Orkin currently has 10 heaters that generate 30,000 BTU's while running on a 50 amp circuit giving is the ability to heat all spaces within any dorm suite simultaneously. All temperatures will be tracked as requested in the RFP to ensure that the minimum required thresholds are met. In our experience we typically need to heat dorms for 6 hours to thoroughly treat the areas. Throughout the service our technicians will be in the heated area every 30-45 minutes to check for cool spots and move things around. All temperatures will be graphed and can delivered to VCU upon completion of service. All sprinkler heads will be covered and insulated to protect them during the treatment. Once the heat treatment is complete our trained and certified technicians will apply both liquid and dust residual insecticides. In short, Orkin has been and can continue to provide service as outlined in this RFP.

Deliverables

Orkin currently has all necessary equipment to provide this service as needed. We can meet all timeline requirements outlined in this RFP.

Work Schedule/Timeline

Orkin can respond in accordance with all timeline requirements layed out in this RFP.

Outcomes and Performance Measurement

All service will be followed up on in 7 days. A complete re-inspection of the area(s) treated will be performed and documented. Documentation will be provided to VCU. If bedbug activity is found then more treatment will be performed.

Overall Risk

The most obvious risk associated with this work is the fire sprinklers that are installed in the dorms. Orkin takes a lot of time and care in training our technicians in the proper insulation and covering of these heads during treatment. We also monitor the sprinkler head temperature with wireless probes. We also equip our technicians with "shut guns" to minimize water flow in the unlikely event of a sprinkler discharge (please note, in our 6-7 years working with VCU we have never had a sprinkler issue).

Another risk is employee retention. As in most skilled trades, the concern around retaining employees is at the forefront of our mind. Not only do we compensate our technicians well, we train them to be successful at their jobs. This has helped us retain employees. In the event that we lose an employee we have all levels of management that are trained in how to successfully perform heat treatments. This will minimize the risk that work flow would be slowed down due to loss of an employee.

One final risk that comes to mind is the rental of a generator. Since these heaters require such high amperage to operate, most jobs require the use of a generator. This can potentially leave you at the mercy of a third party rental company to provide you with a generator to perform the work in a timely fashion. To mitigate this risk, Orkin has established relationships with 3 different rental companies in the area. While we utilize 1 primary company we do have other resources we can rely on if needed.

Other

The most relevant information that I can share here is to point to our existing relationship with VCU. For the last 6-7 years Orkin has performed the service as outlined in this RFP. The relationships we have formed with VCU personnel make the delivery of this service mostly seamless and extremely efficient. Giving VCU the ability to address these issues with minimal disturbance to the students and employees of VCU.

Small, Women-Owned and Minority-Owned (SWaM) Business Commitment

Orkin is very open to partnering with SWaM certified businesses in the delivery of the service outlined in this agreement. We have had a difficult time in establishing relationships with SWaM businesses that deliver a part of or all of this service. In the past we have worked well with SWaM businesses who have provided canine inspections for bedbugs, however they have since closed their business down. We have attempted to gain relationships with other SWaM businesses only to be told that the scope of work outlined in this RFP is more than they can handle. So, we will continue to pursue relationships with SWaM certified businesses.

Exceptions

None



Monroe Park Campus

V i r g i n i a C o m m o n w e a l t h U n i v e r s i t y

Division of Student Affairs And Enrollment Services Residential Life & Housing

Gladding Residence Center
711 West Main Street, Suite 159
P.O. Box 842517
Richmond, Virginia 23284-2517

804 828-0992
Fax: 804 828-0986
TDD: 1-800-828-1120

We first started using Orkin when we decided to switch to treating bed bugs with heat instead of the more disruptive chemical treatment process. Our first job with Orkin was in October of 2011. We literally opened the phone book and called pest control companies to see who could handle heat treating for bed bugs. It was then that we discovered that Orkin has a long and innovative history with heat treatments, practically pioneering the process in our area. We called them and they immediately set up a time to come discuss their options with us the same day. Within a very short matter of time we had a plan in place to attack the bed bug issue in an apartment. Around this same time we had also contacted another company to come and do a treatment on another bed bug problem in a different apartment. The other company was quick to respond, set us up with a plan very similar to Orkin's and had something scheduled very quickly as well.

Both treatments were carried out very successfully, but it was at that time that we discovered a few differences. Orkin had superior equipment and knowledge of the process. Their treatment time was quicker because they could treat the apartment much more efficiently and effectively. They were able to follow up the treatment with a chemical application that would handle anything that was left behind. We also discovered that Orkin had a much quicker response time. Because of these factors we began to work with Orkin more and more on our bed bug issues. After 6 months we decided that the treatment program was working very well and we put Orkin on contract with the university.

Orkin and all of their representatives have been professional in all of their communications and endeavors. I work with Ben Hill a lot and could not ask for a more responsible, thorough, and professional point of contact. My relationship with Orkin and Ben has turned into a relationship of trust and understanding. Orkin, on more than one occasion, has gone out of their way in order to provide service for me when they didn't have to. What I am saying is that Orkin, while having a set of expectation spelled out in a contract, routinely goes above and beyond in order to make sure our needs are met. This level of service is something that I find to be rare. I feel we are fortunate to have a partner like Orkin in our battle against bed bugs.

Hunter Rauscher
Housing Manager for GRC and C&B VCU