

MASTER SERVICES AGREEMENT

C0003251

This MASTER SERVICES AGREEMENT (“MSA”), effective as of the 1st day of June 2023 (“Effective Date”), is between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, whose address is 912 West Grace Street, Richmond, VA 23298 (“VCU”, or “University”), and DOA Pest Control, Inc., a corporation, with offices located at 9817 Castleburg Drive Chesterfield, VA 23236, (“DOA Pest Control, Inc.” or “Contractor”). VCU and DOA Pest Control, Inc. are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, VCU issued a Request For Proposals to solicit proposals for Pest Control Services RFP #167912034SL issued on February 22, 2023 (the RFP); and

WHEREAS, DOA Pest Control, Inc. submitted its proposal dated March 13, 2023, (the “Proposal”) wherein it wished to be considered, inter alia, for Pest Control Services as more fully specified therein (the “Services”); and

WHEREAS, VCU considered all proposals submitted, including the DOA Pest Control, Inc.’s Proposal, and VCU now desires to award to DOA Pest Control, Inc., as set forth in greater detail below; and

WHEREAS, DOA Pest Control, Inc. desires to perform Pest Control Services as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CONTRACT DOCUMENTS: The contract documents are integrated and shall consist of:

- A. This MSA
- B. EXHIBIT 1 – Pricing Schedule
- C. EXHIBIT 2 – VCU Interior Integrated Pest Management Plan
- D. RFP #167912034SL in its entirety (incorporated herein by reference)
- E. Contractor’s proposal dated March 13, 2023 (incorporated herein by reference)

All of the foregoing, together, the “Contract”. Should a conflict arise among the foregoing documents, this MSA shall control.

2. SERVICES/GOODS: DOA Pest Control, Inc. shall perform Pest Control Services identified as more fully described in this Contract; and

3. TERM and RENEWAL OF CONTRACT: This contract shall have a one (1) year initial term (the “Initial Term”) and may be renewed by VCU upon mutual written agreement of authorized representatives of both Parties for the option of up to four (4) one (1) year renewal periods (the “Renewal Term”) under

the terms and conditions of this original Contract or as otherwise agreed in writing by the Parties at such time.

If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract prices for the additional one (1) year shall remain fixed for the life of the contract.

- 4. FEES and EARLY PAYMENT DISCOUNT:** VCU shall pay Contractor pursuant to EXHIBIT 1 – Pricing Schedule. Invoices will be paid net 30 days following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with §§ 42-45 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth (similar to the Virginia Prompt Payment Act). Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. Should VCU choose to exercise its right to Renew, the fee shall remain fixed during the Renewal Term. Thereafter, VCU shall pay any additional fees or payments due in accordance with this Section 4. Invoices shall be submitted to fmcontracts@vcu.edu within 60 days of completion of work. Fees appearing to be incorrect will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Interest on past due amounts accrues at the rate permitted by §§ 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth* (similar to the Virginia Prompt Payment Act). For proper invoicing practices follow the link below.

<https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/>

VCU shall be eligible for a 0.25% Early Payment Discount (EPD) net 25 early payment discount if payment is made within 25 days of receipt of proper invoice, referencing the Purchase Order number, services rendered, or goods delivered, whichever is later pursuant to and in accordance with §§ 39-45 the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth* (similar to the Virginia Prompt Payment Act). Any payment made after the early payment discount period shall be made in Net 30 days and shall not be eligible for the discount.

5. CONTRACTOR RESPONSIBILITIES:

- A. The Contractor shall perform and provide preventative maintenance, on-demand and emergency services for all 158 buildings, per “EXHIBIT 1 – Pricing Schedule”; and
- B. The Contractor shall perform services to successfully eradicate and prevent infestations of all pests and vectors both inside and outside of all buildings, as specified in “EXHIBIT 1 – Pricing Schedule”, for the following listed pest and vectors, and are defined as all life forms (excluding termites and bedbugs) that may cause destruction to a building or be a nuisance or health risk to the occupants therein, per the following:
1. insects;
 2. the common housefly;
 3. fleas;
 4. gnats;
 5. fruit flies;
 6. book lice;

7. worms;
8. lice;
9. spiders;
10. roaches;
11. water bugs;
12. silverfish;
13. ants;
14. arachnids;
15. crustaceans;
16. reptiles;
17. rodents;
18. squirrels;
19. pigeons;
20. bats;
21. and other such animals or insects

C. LEED GUIDELINES: VCU may designate new construction buildings to be compliant with the U.S. Green Building Council LEED (Leadership in Energy and Environmental Design) guidelines. These buildings will require treatment under the VCU Integrated Pest Management Plan guidelines (see separate "EXHIBIT 2 – VCU Interior Integrated Pest Management Plan"); and

1. VCU Rice Center Requirements, and other buildings requiring LEED guidelines, shall be governed in accordance with VCU's Integrated Pest Management policy (see separate "EXHIBIT 2 – VCU Interior Integrated Pest Management Plan");
2. The Contractor shall:
 - a. Use San Francisco Tier 3 chemicals;
 - b. Put in place the following preventative maintenance service measures:
 - i. mechanical bait stations;
 - ii. non-bait rodent traps;
 - iii. granular bait for insects to be placed around the perimeter of the buildings;
 - iv. treat common areas e.g., kitchens, bathrooms, etc., each month via a crack-and-crevice broad spectrum control dust;
 - v. remove the overhangs monthly to inspect for nests, hives and spider webs;
 - vi. control common pests on a monthly basis, such as:
 - a) ants;
 - b) cockroaches;
 - c) crickets;
 - d) silverfish;
 - e) mice;
 - f) rats;
 - g) flying and stinging insects only treated during on-demand services

D. SERVICE REQUIREMENTS: The Contractor shall furnish all labor, tools, equipment and materials necessary to provide preventative maintenance, on-demand, emergency and clean-out services as part of pest control measures, with the following specifications listed below.

Note: Preventative maintenance, on-demand and emergency services should not interfere with the normal operations of the buildings' occupants.

1. Preventative Maintenance Services include regularly scheduled, quarterly, exterior perimeter treatments of all buildings with Niban granulars, or a product of equal or better value, for all buildings listed in "EXHIBIT 1 – Pricing Schedule"; and
 - a. Monthly monitoring, inspection and corrective treatments as needed for specific rooms as identified below:
 - i. lobbies;
 - ii. restrooms;
 - iii. janitor closets;
 - iv. locker rooms;
 - v. mechanical rooms;
 - vi. kitchens and kitchenettes;
 - vii. trash rooms;
 - viii. basements
 - b. Twice per month monitoring, inspection and re-baiting of all required bait stations placed in tunnels, courtyards and grounds adjacent to buildings listed in "EXHIBIT 1 – Pricing Schedule"; and
 - c. The Contractor shall identify all sanitation issues, potential and or existing harborage areas, possible entry points for insects and rodents, and provide current status to the VCU Contract Administrator in a monthly report; and
 - d. The Contractor shall Maintain a log of the buildings serviced, to be submitted to the VCU Contract Administrator on a monthly basis; and
 - e. In addition to the monthly service, any follow-up services required to address a pest concern are performed at no additional cost to the University, as the service/performance guarantee.
2. On-Demand Service Requirements, also known as "On-Demand Trouble Calls" shall be addressed during VCU regular work hours, defined as 7:30 AM – 5:00 PM. The Contractor shall respond within the same day as the "On-Demand Trouble Call" is made, at no additional charge to VCU.
 - a. The Contractor shall provide the following, but not limited to this list, for On-Demand Services as identified below:
 - i. Removal of live or dead pests and vectors, as described above in Section 5. item B.;
 - ii. Locate and remove all trapped and or dead rodents (mice, rats and squirrels) within two (2) hours of notification by the VCU Contract Administrator or designee;
 - iii. Removal of unneeded bait in bait stations;
 - iv. Strategically place and anchor bait stations to address rat and or mice infestations outside of buildings, in the outer grounds and in the tunnels;
 - v. Remove unneeded bait traps at the request of the VCU Contract Administrator or designee.
3. Emergency Service Requirements, also known as "Emergency Trouble Calls", occur outside of the regular work hours for "On-Demand Service". These "Emergency Service" after-hours are defined as 5:00 PM – 7:30 AM. These emergency services shall include

the same service requirements as “On-Demand Services”, as defined above in Section 5., D., 2. A one (1) hour response to acknowledge and or respond to the “Emergency Trouble Call” shall be made via phone call to the VCU Operations Center or designee. Once the call is received, the designated Contract Administrator or designee, shall be contacted to authorize the “Emergency Trouble Call” and schedule to perform the work.

Note: In cases where On-Demand Services and or Emergency Services are required within student residential housing, Contractor shall schedule the work with Residential Housing designee and be escorted by designated Resident Assistant to the student’s room, while performing the work. Should an Emotional Support Animal (ESA) reside in the student’s room, appropriate measures to perform the work shall be made, as needed, to ensure the safety of the ESA.

4. Clean-out Services shall be performed by the Contractor when a building is added to the contract, to ensure all pests are eradicated prior to scheduling preventative maintenance services. The common areas to be treated as part of a building’s clean-out shall include:
 - a. kitchens;
 - b. bathrooms;
 - c. hallways;
 - d. foyers;
 - e. closets;
 - f. trash rooms;
 - g. recycling bin areas;
 - h. community rooms;
 - i. computer labs;
 - j. lounges;
 - k. elevator pits;
 - l. elevator machine rooms;
 - m. mechanical rooms;
 - n. basements;
 - o. storage rooms;
 - p. loading dock areas, inside and outside;
 - q. any other areas identified by the VCU Contract Administrator

E. MATERIAL REQUIREMENTS: The Contractor shall use the following (unless offering an alternative that is equivalent and provides a better value to VCU):

1. Eaton all-weather bait blocks with Diphacinon;
2. Covered glue boards and traps;
3. Covered bait stations that are plainly marked, as required by Federal and Virginia state regulations and composed of cardboard and or metal
4. Light traps, lures and other devices to control insects;
5. Poison bait to only be used as required and where other methods have been proven ineffective;
6. Anti-coagulating baits, specifically formulated for rodent control

F. CONTRACTOR REQUIREMENTS:

The Contractor shall:

1. Be certified and licensed by the Virginia Dept. of Agriculture and Consumer Services;
2. Provide pest control technicians who are properly trained, certified and licensed to handle all materials needed for the pest control services as described herein;
3. Perform all pest control services that conform to all local, State and Federal government regulations, as related to the chemical composition, performance and application appropriate to the specific area where the work is being performed;
4. Label all containers to be used for pest control services;
5. Provide warranty and performance guarantee for remediation, if initial or subsequent pest control treatments fail to address the problem(s)

G. PERSONNEL REQUIREMENTS:

VCU Personnel shall:

1. Contract Administrator or designee from the Contract Administration Dept. who will coordinate on-demand services and make emergency service requests;
2. Building customer who is designated by the VCU Contract Administrator to sign work orders.

Contractor Personnel shall:

1. Provide pest control technician(s) who can respond to the daily on-demand and or emergency service requests by the Contract Administrator or designee;
2. Retrieve on-demand and or emergency service requests from the VCU Contract Administrator or designee;
3. Return the completed on-demand and or emergency service requests the following day, signed by the appropriate building customer(s).

6. GENERAL TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND COURTS:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Contract shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Contract is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- B. **ARBITRATION:** Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
- C. **WAIVER OF CLAIMS:** Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to § 2.2-514 of the *Code of Virginia (Virginia Code)*, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.

D. ANTI-DISCRIMINATION: Contractor certifies to the Commonwealth that it 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 (VFECA), as amended, the Virginians With Disabilities Act (VDA), the Americans With Disabilities Act (ADA) and §9 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*. 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. (§ 36 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*). 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. VCU 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.

B. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that it does 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. ANTITRUST: By entering into a Contract, 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 this Contract.

- G. ASSIGNMENT OF CONTRACT: The Contract shall not be assignable by Contractor in whole or in part without the written consent of the University.
- H. TESTING AND INSPECTION: To the extent applicable, VCU reserves the right to conduct any testing/inspection it may deem advisable to assure goods and services conform to the specifications/Contract.
- I. TERMINATION OF CONTRACT:
 - 1. Either Party may terminate this Contract if the other Party materially breaches this Contract and such breach is not cured within thirty (30) days after written notice to the breaching Party.
 - 2. University reserves the right to terminate this Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor.
 - 3. Either Party may terminate this Contract after the initial twelve (12) months of this Contract upon sixty (60) days written notice to the other Party.
- J. CHANGES TO THE CONTRACT: Changes may be made to the Contract:
 - 1. The parties may agree to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed by the parties as a part of their written Contract 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.
 - 3. Material, substantive modifications, changes, and amendments to the Contract must be in a writing executed by authorized representatives of each party.
- K. NOTICE: All notices provided hereunder in regard to default, claims, actions, or similar events shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective party at the following addresses:

For VCU:

John McHugh, Director, Procurement Services
912 West Grace Street, 5th Floor
Richmond, Virginia 23298-0327

For Contractor:

Alvaro Jimenez, Owner, DOA Pest Control, Inc.
9817 Castleburg Dr.
Chesterfield, VA 23236

Any notice sent by any other means shall not be considered duly given or delivered unless the receiving party affirmatively acknowledges receipt. Notices with respect to any services and

communications specifically for day-to-day servicing purposes shall be sent to the designated points of contact as specified by each Party.

- L. TAXES: Contractor acknowledges all 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.
- M. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU, 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 VCU may have.
- N. SHIPPING: Contractor shall ship all goods FOB destination with no shipping fees passed onto VCU.
- O. INSURANCE: Contractor certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Contract, as well as renewal terms. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth* and *Virginia Code § 65.2-800 et seq.* Contractor further certifies all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. 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 *Virginia Code § 65.2-800 et seq.* 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.
 - 5. The Commonwealth of Virginia, Virginia Commonwealth University, its directors, officers, employees and agents are additional insureds with respect to the applicable insurance policy, as noted on the contractual insurance requirements.
- P. 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) includes 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 providing services under this Contract. 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.

- Q. **NONDISCRIMINATION:** As applicable, federal law requires compliance with the following:
1. 41 CFR § 60-1.4(a) Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, and require affirmative action to employee and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
 2. 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (41 CFR § 60-741.5(a)) and protected veteran status (41 CFR § 60-300.5(a)), and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- R. **CONFIDENTIAL INFORMATION:** "Confidential Information" means all information of a party ("Disclosing party") disclosed or made available to the other party ("Receiving party") that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. Contractor shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Contractor uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party's Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) calendar days of such request.
- S. **VA FOIA:** Nothing contained herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- T. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such

notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of *Virginia Code § 2.2-514*.

- U. **LIMITATION OF LIABILITY:** Contractor shall be liable for the direct damages caused by the negligence of itself, its officers, employees, and agents in connection with this Contract or any goods, services, actions, or omissions relating to this Contract.
- V. **STATUTORY DAMAGES:** VCU is not authorized to waive damages granted or otherwise available by statute.
- W. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University with 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.
- X. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that Contractor may utilize, using best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of subcontractors and of persons employed by them as Contractor is for the acts and omissions of its own employees.
- Y. **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 (*Virginia 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. The total cumulative liability of the University, its officers, employees, and agents in connection with this Contract or in connection with any goods, services, actions or omissions relating to this Contract, shall not under any circumstance exceed payment of the maximum purchase price.
- Z. **FORCE MAJEURE:** Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- AA. **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 University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

BB. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Contract.

CC. 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 contract, for 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 Contract.

DD. PAYMENT TO SUBCONTRACTORS:

1. Contractor awarded a contract under this solicitation is hereby obligated 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.
3. 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.(a) 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 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.

EE. REALSOURCE REGISTRATION: This Contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

FF. eVA REGISTRATION AND FEES: Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Contract. The Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. 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 the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Contractor's failure to update or protect its account information.

GG. **SWAM REPORTING:** Contractor will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Contractor will submit the quarterly SWAM business reports, based upon the Contractor's proposed commitment to:

VCU SWaM Reporting
E-mail: swamreporting@vcu.edu

The quarterly SWAM business reports will contain the following information:

- a. SWAM firms' name, address and phone number with which Contractor has contracted over the specified quarterly period.
- b. Contact person at the SWAM firm who has knowledge of the specified information.
- c. Type of goods and/or services provided over the specified period of time.
- d. Total amount paid to the SWAM firm as it relates to the University's account.

7. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING:** Contractor shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **TRADEMARKS/LOGOS:** The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Contractor shall first submit a request in writing to the VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to University during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. **NOTIFICATION OF WORK:** While working in a University building, the Contractor shall have no more than two (2) minutes to notify the Operations Center at (804) 828-9364, if Contractor or its sub-contractor set off the alarm and/or hear an active alarm. Failure to notify the Operations Center could result in a fine from City of Richmond Fire Department and OEHS issuing a stop work.

All Contractors working in a University building are required to check in and check out daily with the FMD Operations Center at (804) 828-9364 and provide the following information:

- 1) Responsible person name (the responsible person must remain on-site)

- 2) Responsible person cell number
 - 3) Company Name
 - 4) Number of people working
 - 5) Location (Building, Floor, Room)
 - 6) Nature of the Work
- E. 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, Contractor 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.
- F. 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.
- G. CONVENIENCE TO GENERAL PUBLIC AND PROPERTY OWNERS: All work covered under this Contract shall be done in such a manner as to cause as little inconvenience as possible to the general public and property owners. All equipment and resulting material shall be placed along the route of the work so as not to inconvenience vehicular and pedestrian traffic. The Contractor shall provide adequate means to safely direct traffic past the points that are affected by the work at all times. No closures shall be allowed unless specifically coordinated and approved. Access to property shall be maintained, and any time where there is a loss of access, the contractor shall coordinate with VCU Facilities Management.
- H. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other contract by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- I. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- J. LABELING OF HAZARDOUS SUBSTANCES: If the items or products included in the Contract or used to perform the requirements of the Contract 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 Contractor, 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 foregoing sections and that by delivering the items or products the Contractor does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

- K. 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 Contractor to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- L. 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.
- M. 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.
- N. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material Contract, the Contractor shall furnish VCU with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the Contract, and the total material cost. Material costs shall be billed at the Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the Contract. If VCU determines that the estimated price is not fair and reasonable, VCU has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, VCU 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. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- O. EXTRA CHARGES NOT ALLOWED: The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract shall only be paid if approved by the University prior to incurring such fees.
- P. ADDITIONAL USERS OF CONTRACT: It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this Agreement if authorized by Selected Firm.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract, Additional Users are not bound to use the contract and any use of the contract is strictly optional.

If the Additional Users choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract will be in full force and effect as between the Additional Users 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 an Additional User accessing the contract. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another Additional User that accessed this contract.

- Q. **CRIMINAL BACKGROUND INVESTIGATION:** If Contractor employees and agents will be on the VCU campus, or have access to protected data as defined herein, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the *Virginia Code* § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

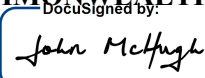
- R. **IDENTIFICATION CARDS:** All Contractor employees authorized to work at VCU must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.
- S. **REPRESENTATIONS AND WARRANTIES:** All representations and warranties made by University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.
- T. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. VCU will not assume any responsibility for receiving these shipments. Contractor shall check with VCU and make necessary arrangements for security and storage space in the building during installation.
- 8. ENTIRE AGREEMENT:** The Parties agree that this Contract contains the entire agreement between the Parties and may only be modified by written agreement executed by authorized representatives of each Party. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

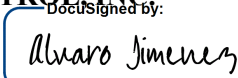
IN WITNESS WHEREOF, the Parties have executed this Contract on the dates designated below.

(signature page follows)

VIRGINIA COMMONWEALTH UNIVERSITY

DOA PEST CONTROL INC.

By: 
DocuSigned by:
EE6DA7427C67468...

By: 
DocuSigned by:
6F7221E8A12A439...

Name: John McHugh

Name: Alvaro Jimenez

Title: Director of Procurement Services

Title: Owner

Date: 5/30/2023

Date: 5/26/2023

EXHIBIT 1 - PRICING SCHEDULE**Pest Control Services****C0003251****DOA PEST CONTROL****Al Jimenez 5/23/23 AJ**

Item	Description	SQFT	Quantity	Unit	Monthly Cost	Annual Cost
A						
1	14 Laurel Street (Cathedral I)	4,222	12	Month	\$24.00	\$288.00
2	16 Laurel Street (Cathedral II)	3,868	12	Month	\$24.00	\$288.00
3	500 Academic Center, 1020 W. Grace Street	7,686	12	Month	\$24.00	\$288.00
4	612 N. Lombardy Street	11,798	12	Month	\$24.00	\$288.00
5	809 South Cathedral Place	1,746	12	Month	\$24.00	\$288.00
6	811-813 South Cathedral Place (Cathedral III)	11,131	12	Month	\$24.00	\$288.00
7	815 South Cathedral Place	4,720	12	Month	\$24.00	\$288.00
8	817 South Cathedral Place (Cathedral IV)	4,720	12	Month	\$24.00	\$288.00
9	906 W Broad Street (Center for Cultrual Prevention)	1,609	12	Month	\$24.00	\$288.00
10	Academic Parking Deck, 801 West Main Street	358,560	12	Month	\$24.00	\$288.00
11	Alumni Affair, 924 W. Franklin Street	6,411	12	Month	\$24.00	\$288.00
12	Anderson Gallery, 907 1/2 West Franklin Street	13,244	12	Month	\$24.00	\$288.00
13	Anderson House, 913 West Franklin Street	6,411	12	Month	\$24.00	\$288.00
14	BioTech One, 800 East Leigh Street	84,064	12	Month	\$24.00	\$288.00
15	Bird House, 820 W Franklin Street	7,809	12	Month	\$24.00	\$288.00
16	Blanton House, 826-828 W. Franklin Street	12,149	12	Month	\$24.00	\$288.00
17	Bowe House, 917 W. Franklin Street	6,727	12	Month	\$24.00	\$288.00
18	Bowe Street School of the Arts, 609 Bowe Street (5th floor)	27,610	12	Month	\$24.00	\$288.00
19	Mike Hughes Hall, 103 South Jefferson Street	29,551	12	Month	\$24.00	\$288.00
20	Buford House, 922 W Franklin Street	6,933	12	Month	\$24.00	\$288.00
21	West Broad Street Parking Deck, 1111 W. Broad Street	361,984	12	Month	\$24.00	\$288.00
22	Community Program Center (Back of Building - corner of Hancock & Marshall Streets)	2,462	12	Month	\$24.00	\$288.00
23	Crenshaw House, 919 W Franklin Street	6,221	12	Month	\$24.00	\$288.00
24	Egyptian Building, 1223 E. Marshall Street	24,380	12	Month	\$24.00	\$288.00
25	Facilities & Financial Services Building, 700 W Grace Street	31,351	12	Month	\$24.00	\$288.00
26	Founders Hall, 827 W. Franklin Street	24,933	12	Month	\$24.00	\$288.00
27	Franklin Terrace, 812-814 W. Franklin Street	30,708	12	Month	\$24.00	\$288.00
28	Office of the Provost, 901 W. Franklin Street	31,024	12	Month	\$24.00	\$288.00
29	Goodwin Research Laboratory, 401 College Street	76,026	12	Month	\$24.00	\$288.00
30	Grace E. Harris Hall, 1015 Floyd Avenue	153,127	12	Month	\$24.00	\$288.00

EXHIBIT 1 - PRICING SCHEDULE

Pest Control Services

C0003251

31	Grace Street Theater, 934 W. Grace Street	7,869	12	Month	\$24.00	\$288.00
32	Grant House, 1008 E. Clay Street	25,224	12	Month	\$24.00	\$288.00
33	Gabriel's House, 816 W. Franklin Street	8,000	12	Month	\$24.00	\$288.00
34	Health & Life Science Engineering Building, 620 W. Cary Street	23,392	12	Month	\$24.00	\$288.00
35	Hibbs Hall, 900 Park Avenue	98,855	12	Month	\$24.00	\$288.00
36	Human Resources Training Center, 922 W. Grace Street	2,998	12	Month	\$24.00	\$288.00
37	Human Resources Building, 104 N. Belvidere Street	9,374	12	Month	\$24.00	\$288.00
38	Hunton House, 810 W. Franklin Street	13,844	12	Month	\$24.00	\$288.00
39	James Branch Cabell Library, 901 Park Avenue	297,996	12	Month	\$24.00	\$288.00
40	James W. Black Music Center, 1015 Grove Avenue	21,500	12	Month	\$24.00	\$288.00
41	Kearney House, 921 W. Franklin Street	8,427	12	Month	\$24.00	\$288.00
42	Kontos Medical Sciences Building, 1225 E. Marshall Street	124,825	12	Month	\$24.00	\$288.00
43	Lafayette Hall, 312 N. Shafer Street	10,079	12	Month	\$24.00	\$288.00
44	Leigh House, 1000 E. Clay Street	6,035	12	Month	\$24.00	\$288.00
45	Lindsey House, 600 W. Franklin Street	6,913	12	Month	\$24.00	\$288.00
46	Lyons Dental Building, 520 N. 12th Street	116,511	12	Month	\$24.00	\$288.00
47	Mary & Frances Youth Center, 120 S. Linden Street	4,750	12	Month	\$24.00	\$288.00
48	Massey Cancer Center, 401 College Street	42,000	12	Month	\$24.00	\$288.00
49	McAdams House, 914 W. Franklin Street	5,540	12	Month	\$24.00	\$288.00
50	Health Sciences Research Building Annex, 1112 E. Clay Street	44,123	12	Month	\$24.00	\$288.00
51	Health Sciences Research Building, 1112 E. Clay Street	56,157	12	Month	\$24.00	\$288.00
52	MCV Alumni House, 1016 E. Clay Street	17,685	12	Month	\$24.00	\$288.00
53	Meredith House, 1014 W. Franklin Street	8,717	12	Month	\$24.00	\$288.00
54	Millhiser House, 916 W. Franklin Street	8,914	12	Month	\$24.00	\$288.00
55	Millhiser House - Rear, 916 1/2 W. Franklin Street	included above	12	Month		\$0.00
56	Molecular Medicine Research Building, 1220 E. Marshall Street	125,000	12	Month	\$24.00	\$288.00
57	Moseley House, 1001 Grove Avenue	4,936	12	Month	\$24.00	\$288.00
58	N Parking Deck (Includes Bookstore, Print Shop, & Deck) 615 N 10th Street	267,216	12	Month	\$24.00	\$288.00
59	Oliver Hall Education Wing, 1001 W. Main Street	71,165	12	Month	\$24.00	\$288.00
60	Oliver Hall Physical Science Wing, 1015 W. Main Street	91,477	12	Month	\$24.00	\$288.00
61	Parking & Transportation Office, 1108 W. Broad Street	4,559	12	Month	\$24.00	\$288.00
62	Performing Arts Center, 922 Park Avenue	62,020	12	Month	\$24.00	\$288.00
63	Pollak Building, 325 N. Harrison Street	81,628	12	Month	\$24.00	\$288.00
64	Power Plant - Monroe Park Campus, 821 W. Franklin Street	3,983	12	Month	\$24.00	\$288.00
65	PPD Shops Building, 1060 Oliver Hill Way	1,028	12	Month	\$24.00	\$288.00
66	PPD Shops Warehouse, 1700 N. 17th Street	8,891	12	Month	\$24.00	\$288.00
67	President's House, 910 W. Franklin Street	11,502	12	Month	\$24.00	\$288.00

EXHIBIT 1 - PRICING SCHEDULE**Pest Control Services****C0003251**

68	R. Blackwell Smith Building 410 N. 12th Street	123,440	12	Month	\$24.00	\$288.00
69	Rice Center, 3701 J.T. Memorial Highway, Charles City	5,000	12	Month	\$250.00	\$3,000.00
70	Richmond Academy of Medicine, 1200 E. Clay Street	10,000	12	Month	\$24.00	\$288.00
71	Ritter-Hickok House, 821 W. Franklin Street	14,898	12	Month	\$24.00	\$288.00
72	Samuel Putney House, 1010 E. Marshall Street	7,762	12	Month	\$24.00	\$288.00
73	Sanger Hall, 1101 E. Marshall Street	454,177	12	Month	\$24.00	\$288.00
74	Scherer Hall, 923 W. Franklin Street	18,095	12	Month	\$24.00	\$288.00
75	Sadie Health Cabaniss Hall (School of Nursing), 1100 E. Leigh Street	70,245	12	Month	\$24.00	\$288.00
76	School of Engineering-East, 401 W. Main Street	115,399	12	Month	\$24.00	\$288.00
77	School of Engineering-West, 601 W. Main Street	103,885	12	Month	\$24.00	\$288.00
78	Murray N. DePillars Building, 1000 W. Broad Street	114,075	12	Month	\$24.00	\$288.00
79	Scott House, 809 W. Franklin Street	3,023	12	Month	\$24.00	\$288.00
80	Shafer Street Playhouse, 221 N. Shafter Street	15,990	12	Month	\$24.00	\$288.00
81	Sitterding House, 910 Floyd Avenue	9,364	12	Month	\$24.00	\$288.00
82	Snead Hall, 301 W. Main Street	128318	12	Month	\$24.00	\$288.00
83	Sports Medicine Center, 1300 W. Broad Street	14,018	12	Month	\$24.00	\$288.00
84	Stagg House, 912 W. Franklin Street	6,011	12	Month	\$24.00	\$288.00
85	Starke House, 915 W. Franklin Street	6,775	12	Month	\$24.00	\$288.00
86	Stephen Putney House, 1012 E. Marshall Street	7,230	12	Month	\$24.00	\$288.00
87	Stokes House, 918 W. Franklin Street	5,340	12	Month	\$24.00	\$288.00
88	Student Media Building 817 W. Broad Street	5,739	12	Month	\$24.00	\$288.00
89	T. Edward Temple Building, 910 W. Main Street	99,782	12	Month	\$24.00	\$288.00
90	Technology Administration Building, 701 W. Broad Street	28,400	12	Month	\$24.00	\$288.00
91	Thalhimer Tennis Support Building, 5 S. Linden Street	2,440	12	Month	\$24.00	\$288.00
92	Thurston House, 808 W. Franklin Street	7,413	12	Month	\$24.00	\$288.00
93	Health Sciences Library, 509 N. 12th Street	84,547	12	Month	\$24.00	\$288.00
94	Trani Life Sciences Building, 1000 W. Cary Street	132,775	12	Month	\$24.00	\$288.00
95	Valentine House, 920 W. Franklin Street	5,414	12	Month	\$24.00	\$288.00
96	VCU Dance Center, 10 N. Bruswick Street	23,090	12	Month	\$24.00	\$288.00
97	VCU Dance Dept. Office, 1315 Floyd Avenue	6,135	12	Month	\$24.00	\$288.00
98	VCU Day Care Center, 1128 Floyd Avenue	11,472	12	Month	\$24.00	\$288.00
99	LSEE Elementary Ed. Center, 101 N. Harrison Street	5,230	12	Month	\$24.00	\$288.00
100	VCU Welcome Center, 1111 W. Broad Street	3,500	12	Month	\$24.00	\$288.00
101	VMI Building, 1000 E. Marshall Street	43,621	12	Month	\$24.00	\$288.00
102	W. Baxter Perkinson, Jr. Building, 1101 E. Leigh Street	43,700	12	Month	\$24.00	\$288.00
103	West Hospital, 1200 E. Broad Street	314,286	12	Month	\$200.00	\$2,400.00
104	White House, 806 W. Franklin Street	17,018	12	Month	\$24.00	\$288.00

EXHIBIT 1 - PRICING SCHEDULE

Pest Control Services

C0003251

105	Williams House, 800 W. Franklin Street	11,827	12	Month	\$24.00	\$288.00
106	VCU Dental Building1, 521 N. 11th Street	74,690	12	Month	\$24.00	\$288.00
107	Advancement Center, 807-809 W. Broad Street	8,000	12	Month	\$24.00	\$288.00
108	Qatar Office, 1326 W. Broad Street	2,506	12	Month	\$24.00	\$288.00
109	McGlothlin Medical Education Center, 1201 E. Marshall Street	203,402	12	Month	\$24.00	\$288.00
110	Rhoads Hall, 710 W. Franklin Street	117,492	12	Month	\$475.00	\$5,700.00
111	Brandt Hall, 720 W. Franklin Street	140,236	12	Month	\$375.00	\$4,500.00
112	Honors College, 701 W. Grace Street	118,946	12	Month	\$375.00	\$4,500.00
113	GRC III, 722 W. Main Street	46,279	12	Month	\$175.00	\$2,100.00
114	Ackell Residence, 1100 W. Broad Street	143,078	12	Month	\$375.00	\$4,500.00
115	Broad & Belvidere Student Apartments, 700 W. Broad Street	147,889	12	Month	\$375.00	\$4,500.00
116	Cary & Belvidere Residential College, 301 W. Cary Street	170,836	12	Month	\$375.00	\$4,500.00
117	W. Grace St. Housing North Student Housing, 830 W. Grace Street	147,997	12	Month	\$375.00	\$4,500.00
118	W. Grace St. Housing South Student Housing, 835 W. Grace Street	163,657	12	Month	\$375.00	\$4,500.00
119	Blair House, 408 W. Franklin Street	10,930	12	Month	\$24.00	\$288.00
120	Larrick Student Center, 900 Turpin Street	8,025	12	Month	\$50.00	\$600.00
121	Cary St. Gym, 101 S. Linden Street	178,215	12	Month	\$50.00	\$600.00
122	Outing Rental Center, 130 S. Linden Street	3,788	12	Month	\$24.00	\$288.00
123	Field Support;Check-In Bldg., 1005 W. Cary Street	310	12	Month	\$24.00	\$288.00
124	Concession Bldg./Field Bathrooms, 1011 W. Cary Street	745	12	Month	\$24.00	\$288.00
125	Hunton Student Center, 1110 E. Broad Street	26,860	12	Month	\$24.00	\$288.00
126	Student Commons, 907 Floyd Avenue	157,933	12	Month	\$50.00	\$600.00
127	University Learning Center, 1000 Floyd Avenue	96,690	12	Month	\$24.00	\$288.00
128	203 E. Cary Street	21,903	12	Month	\$24.00	\$288.00
129	6-8 Harrison St.	2,812	12	Month	\$24.00	\$288.00
130	1310-1310A W. Main Street	2,289	12	Month	\$24.00	\$288.00
131	The Depot, 816/818 W. Broad St.	19,000	12	Month	\$24.00	\$288.00
132	Scott House Carrige House, 909 W. Franklin Street (rear)	3,023	12	Month	\$24.00	\$288.00
133	Grace Street Center, 912 W. Grace Street	96,982	12	Month	\$50.00	\$600.00
134	9 W. Cary Street	6,704	12	Month	\$24.00	\$288.00
135	Media General Building, 111 N. 4th St.	36,369	12	Month	\$24.00	\$288.00
136	Depot Annex, 801 W. Marshall Street	7,072	12	Month	\$24.00	\$288.00
137	Grace & Broad Residence Center 1 & 2, 1000 & 1010 W. Grace Street	173,146	12	Month	\$375.00	\$4,500.00
138	VCU Police Headquarters, 224 E. Broad Street	1,140	12	Month	\$24.00	\$288.00
140	MCV Steam Plant, 1040 Oliver Hill Way	1,478	12	Month	\$50.00	\$600.00
141	Math Exchange, 940 W. Grace Street,	7,500	12	Month	\$24.00	\$288.00
142	Raleigh Building, 1001 W. Franklin Street	22,364	12	Month	\$24.00	\$288.00

EXHIBIT 1 - PRICING SCHEDULE**Pest Control Services****C0003251**

143	Institute for Contemporary Art, 601 W. Broad Street	40,890	12	Month	\$125.00	\$1,500.00
144	ICA Temporary Offices, 818 W. Broad Street	1,200	12	Month	\$24.00	\$288.00
145	Real Estate Foundation Office, 800 W. Broad Street	2,650	12	Month	\$24.00	\$288.00
146	807 Cathedral Place (DaVinci Center)	3,778	12	Month	\$24.00	\$288.00
147	Makers Garage, 12 W. Cary Street	4,446	12	Month	\$24.00	\$288.00
148	College of Health Professions, 900 E. Leigh Street	154,100	12	Month	\$200.00	\$2,400.00
149	Rehab. Research Training Center, 1314 W. Main Street	11,012	12	Month	\$24.00	\$288.00
150	Engineering Research Building, 401 W. Main Street	112,837	12	Month	\$24.00	\$288.00
151	205 W. Franklin Street	8,400	12	Month	\$24.00	\$288.00
152	Graphic Design Center, 419-423 W. Broad Street	4,851	12	Month	\$24.00	\$288.00
153	Physical Plant Warehouse 2, 1070 Oliver Hill Way	12,000	12	Month	\$24.00	\$288.00
154	201 N. Belvidere Street - Lot	3,968	12	Month	\$24.00	\$288.00
155	Rice Center Research Building, 3701-A John Tyler Memorial Hwy.	14,821	12	Month	\$250.00	\$3,000.00
156	Inger Rice Lodge, 3701-G John Tyle Memorial Hwy.	3,124	12	Month	\$100.00	\$1,200.00
157	MCVH Day Care Center, 607 N. 10th Street	22,637	12	Month	\$50.00	\$600.00
158	The Round House at Monroe Park	100	12	Month	\$24.00	\$288.00
A	Total Cost for Pest Control Services:				\$8,291.00	\$99,492.00
			Quantity	Unit	Cost per Hour	Extended Cost
B	On-Demand Service (7:30 am - 5:00 pm) Costs:		500	Each	\$0.00	\$0.00
C	Emergency Service (5:00 pm - 7:30 am) Costs:		100	Each	\$ 75.00	\$ 7,500.00
					Cost per Building	Extended Cost
D	Clean-out Services (excluding residence halls):		5	Each	\$ 125.00	\$ 625.00

E	Residence Hall On-Call Clean-out Pricing	SQFT	Cost per Building
	Brandt Hall:	140,236	\$1,440.00
	Rhoads Hall :	117,492	\$1,020.00
	Johnson Hall:	106,030	\$1,305.00
	West Grace Housing, Honors College:	118,946	\$1,830.00
	Gladding Residence Center III :	46,279	\$885.00
	West Grace-North:	147,997	\$1,875.00
	West Grace-South:	163,657	\$1,680.00
	Ackell Residence Center:	143,078	\$1,815.00
	Broad & Belvidere Student Apartments:	147,889	\$2,235.00
	Cary & Belvidere Student Apartments:	170,836	\$2,400.00
	Grace & Broad Residence Center 1:	91,269	\$937.50
	Grace & Broad Residence Center 2 :	81,877	\$937.50
E	Residence Hall On-Call Clean-out Total:		\$18,360.00

EXHIBIT 1 - PRICING SCHEDULE
Pest Control Services
C0003251

F	Monthly Bait / Fly Trap Pricing	Quantity	Unit	Monthly Cost	Annual Cost
	EVO Tamper Proof Bait Station (outdoor)	12	Month	100	\$ 1,200.00
	EVO Tamper Proof Bait Station (outdoor)	12	Month	100	\$ 1,200.00
	Halo-30 FlyLight Trap - furnish and install - *one-time charge -- see note below	12	Month	300	\$ 3,600.00
	Halo-30 FlyLight Trap -maintenance	12	Month	25	\$ 300.00
F	Monthly Bait / Fly Trap Pricing Total:				\$ 6,300.00

**The \$300 charge for Halo-30 FlyLight Trap - furnish and install is a one time charge period, it is not charged monthly nor annually.
The \$3,600 reflects the the cost for providing and installing 12 FlyLight Traps (Quantity).*

G	Total Pest Control Services Costs (Sum of A + B + C + D + E + F):	\$132,277.00
----------	--	---------------------

**These prices are firm for the life of the contract.*

Note: The quantities listed for Items "B", "C", and "D" are hypothetical and are used as part of the evaluation process.
They may not be indicative of the actual quantities required by VCU.

EXHIBIT 2 - VCU Interior Integrated Pest Management Plan1421 Lombardy Alley, 1st Floor, Richmond, VA 23219

P: 804-644-3880 F: 804-644-3881 www.sustaindesign.net

**Virginia Commonwealth University
Interior Integrated Pest Management Plan**

January 27, 2011

Table of Contents

Table of Contents	1
A. Intent	1
B. Statement of Commitment	1
C. Scope	2
D. Objective	2
E. Requirements & Recommendations	2
1. Sustainability Requirements	2
2. Cleaning Products	2
F. Procedures and Strategies	2
1. Standard Operating Procedures (SOPs)	2
2. General Cleaning Procedures	3
3. Best Practices	3
4. Species-Specific Animal Control Strategies (alphabetically)	5
5. Feedback	9
G. Performance Criteria	9
1. Standard Operating Procedures (SOPs) Documentation Requirements	9
2. Product & Equipment Documentation Requirements	9
H. Responsible Parties	9
1. Property Owner (VCU to Designate Person Responsible)	9
2. Facility Manager (VCU to Designate Person Responsible)	9
I. Time Period	11
J. Resources	11
Appendix A: Sample VCU Interior Integrated Pest Management Plan Maintenance Log	12
Appendix B: 2007 San Francisco Reduced-Risk Pesticide List	13

A. Intent

This Interior Integrated Pest Management Plan has been written with the intent of reducing the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological, and particulate contaminants, which adversely affect air quality, human health, building finishes, building systems, and the environment.

B. Statement of Commitment

Virginia Commonwealth University (VCU) defines sustainability as the goal of maintaining a good quality of life for those who presently experience it, while expanding that quality of life to those who lack it; understanding and respecting the needs of future generations and the limits of natural systems within which quality human lives are necessarily embedded and dependent. VCU is committed to promoting sustainability through its integrated pest management practices in order to maintain a safe and healthy environment for all building users.

C. Scope

This Interior Integrated Pest Management Plan shall be utilized in all VCU buildings included in the pest management vendor contract documents. This policy does not apply to privately-maintained residential units, dormitories, or other spaces which VCU is not directly responsible for maintaining.

D. Objective

To minimize the impact of site management practices on the local ecosystem, and to reduce exposure of occupants, staff and maintenance personnel to potentially hazardous chemical, biological and particle contaminants.

Objective: Award the next, and all subsequent, pest management contracts, to providers that will adhere to the intent, policies, and product recommendations provided in the Integrated Pest Management Policy.

E. Requirements & Recommendations

1. Sustainability Requirements

This Plan is defined as managing indoor pests in a way that protects human health and the surrounding environment and that improves economic returns through the most effective, least-risk option. The Plan calls for using least toxic chemical pesticides, minimum use of chemicals, used only in targeted locations and used only for targeted species. The IPM requires routine inspections and monitoring. The following elements must be included, and must be integrated with the Outdoor Integrated Pest Management Plan used for the site as appropriate:

- a. Integrated methods, site or pest inspections, pest population monitoring, evaluation of the need for pest control and 1 or more pest control methods, including sanitation, structural repairs, mechanical and living biological controls, other nonchemical methods, and if nontoxic options are unreasonable and have been exhausted, a least-toxic pesticide.
- b. Specification of the circumstances under which an emergency application of pesticides in a building or on surrounding grounds being maintained by building management can be conducted without complying with the earlier provisions.
- c. A communications strategy directed to building occupants that addresses universal notification, which requires advance notice of not less than 72 hours before a pesticide under normal conditions and 24 hours after application of a pesticide in emergencies, other than a least-toxic pesticide, is applied in a building that the building management maintains.

2. Cleaning Products

Any cleaning products included in the integrated pest management policy must meet the requirements outlined in VCU's Green Cleaning Policy.

F. Procedures and Strategies

1. Standard Operating Procedures (SOPs)

The following SOPs are based on the core principles of integrated pest management:

- Minimize the use of potentially harmful and irritating chemicals.
- Eliminate or control all potential food and water sources.
- Conduct routine pest and site inspections and maintenance.
- Install barriers to prevent pests from entering buildings.
- When pest problems are identified, investigate existing preventative measures for gaps or shortfalls.
- Use bait, traps, and other control strategies before considering the use of pesticides.

- When necessary, use only species-specific and least-toxic pesticides.
 - Any pesticide product that meets San Francisco's Tier 3 hazard criteria (least hazardous, see Appendix B) is considered a least toxic pesticide. Nonrodent pesticides are also considered least toxic if they exceed the Tier 3 criteria but are used in self-contained baits and placed in inaccessible locations; **rodent baits are not considered least toxic under any circumstances.**
 - Rodent baits should only be used if they are solid blocks placed in locked outdoor dispensers.
- No second generation (single-feed) rodent baits should be used in buildings adjacent to parkland, wild areas, or other spaces where wildlife may be unintentionally affected.
- If pesticide other than a least toxic pesticide or self-contained nonrodent bait is used, provide universal notification to all facility occupants at least 72 hours before application under normal conditions, and within 24 hours after application in emergency conditions.
- Track all applications with a log or similar means, noting targeted pests, dates, locations of applications, responsible individuals, and specific pesticides applied. (See sample pesticide application log.)

2. General Cleaning Procedures

- In the event that cleaning products are used as a component of the Integrated Pest Management Plan, they shall meet the requirements of the Green Cleaning Policy.
- Food service areas and break rooms should be thoroughly cleaned; food and waste should be kept in airtight containers.
- Fix dripping faucets or leaking pipes.
- Rinse or isolate empty beverage containers to deter sugar-loving pests.
- Clean all spills promptly, and eliminate clutter to simplify cleaning and minimize hiding places for pests.

3. Best Practices

a. Chemical Products

- No chemical products stored on site.
- Vendors must provide material safety data sheets (MSDS) for all products used on campus to VCU.
- Effective first-aid provisions must be available together with data sheets on all the products and the chemical safety precautions.
- Emergency telephone numbers must be listed in a key location. These numbers and other emergency facilities must be checked and updated as necessary.

b. Requirements for On Site Chemical Preparation & Handling

- Identify which pesticides are being used and the exact problems they are intended to resolve. The more that is known about the problem, the less chance there is of making a mistake. The words organic, natural and biodegradable in this context do not guarantee that they are safe.
- Accurate measurements must be made during both mixing and application phases. Use the most suitable chemical, in the minimum necessary amount, to achieve the desired results.
- A safe area must be available for mixing pesticides. This must be done on a concrete pad, with a separate sump or tank to contain any leakage.
- Operators must be provided with and adequately trained in the use of the necessary equipment and protective clothing.
- Proper health surveillance must be available to all those working with pesticides.
- Occupants of adjacent spaces must be warned of the spraying program in advance of and during applications.
- Only the appropriate quantity of pesticide must be removed from the pest control contractor's vehicle for immediate use.

- Vendors must supply all material safety data sheets for products used on campus to VCU Contract Administration.
- c. Requirements for Chemical Application
- In many instances it will be necessary to call on outside expertise to give advice on pest-management problems, particularly in the creation of customized integrated pest management problems, which may require detailed knowledge of the biology and ecology of a particular species.
 - If pesticides are required, the vendor shall communicate with VCU to determine the best product and application in accordance with approval requirements.
 - A specialist must supervise and control the preparation and use of chemical applications.
 - Time the treatment to coincide with the presence of the pest.
 - Use a selective chemical that has the least effect on non-target species and treat only the area affected.
 - Users must wear protective clothing and headgear, and change clothing and wash thoroughly with soap and water after applying pest control chemicals.
 - Ensure that anyone handling toxic chemicals never works alone and that the work area is well-ventilated.
 - Wear a respirator for outdoor spraying or dusting of organic phosphorous compounds.
 - Eating, drinking and smoking must be prohibited when using or handling chemicals.
 - Users must be familiar with the effects on the body of the chemicals they are likely to be using, and how the chemicals may enter the body.
 - Users must be aware of the signs and symptoms of acute poisoning related to chemicals they are using. They must stop work if they are feeling ill and seek medical advice.
 - The area of application must be clearly marked, and unnecessary access prevented while spraying is in progress.
 - Building occupants must be informed of any post-control management systems. When application or spraying is in progress, they must be warned of this activity and kept away from the area in which it is taking place.
 - Control the reentry of people into the treated area.
 - Equipment must be frequently checked and properly maintained, both for health and safety reasons and to minimize spray drift.
 - Spraying must not be carried out in unsuitable weather. Anyone operating sprayers must have access to a wind-speed meter and only spray when the wind speed is negligible.
 - Hours of work must be controlled so that building occupants are minimally exposed.
 - Vendors must confirm with VCU prior to spraying after hours.
- d. Requirements for Chemical Disposal
- As most pesticides are extremely toxic, proper disposal of unused chemicals is paramount to maintaining the health of building occupants and the safety of the environment. Disposal methods will depend on:
 1. Quantity of waste for disposal
 2. Chemical and biological degradability of the active ingredients
 3. Toxic properties
 4. Concentration
 5. Physical form of the waste
 6. Disposal options available
 - Always follow the manufacturer's and/or supplier's instructions even when disposing of empty containers.
 - Landfilling or incinerating pesticides is not an environmentally sound option.
 - Segregate pesticide wastes from general building wastes.
 - Never transfer pesticides to unlabeled or mislabeled containers. Keep the chemicals in clearly labeled containers even when disposing of them.
 - Do not reuse pesticide containers.
 - Puncture containers after they have been used to prevent reuse.

- Use an authorized waste-disposal contractor.
 - Use an authorized disposal site.
- e. Basic Animal Pest Control
- Keep the garbage containers clean, free of odors and covered at all times. Sanitation measures reduce habitat and food sources for pests.
 - Keep areas around garbage containers free of spillage or garbage to prevent the collection of trash or debris on the ground around or underneath the containers.
 - Keep grounds free of high weeds, trash, old equipment and debris, as these conditions create ideal harborage for rodents.
 - Maintain the building exterior in good repair with no holes or openings larger than ¼ inch including, but not limited to, windows, doors, fans, vents, etc. Structural repairs prevent pests from entering the building.
 - Address any deficiencies in the building exterior with corrective measures, i.e., cementing, screening, caulking, installing stripping on door bases, etc.
 - Maintain door sweeps on all applicable doors to produce a good seal to the ground.
 - Visual inspections shall be performed at least 2 times per month, with treatment if necessary. After each visit, the pest contractor shall provide a printed service report that includes written observations, recommendations, and details of IPM activities.
 - Vendors must report holes in buildings, debris, and pest harborage sites to VCU Contract Administrator with service logs.

4. Species-Specific Animal Control Strategies (alphabetically)

a. Ants

- In areas where ants are present, wipe the areas down with soapy water in order to prevent the formation of major scent trails. If there already is an established trail, wipe backwards from the food source to the entrance of the trail.
- Block all entry points to the building – ants will give up trying to find a way through after 1-2 days. Temporary blockades can be made using sticky substances such as petroleum jelly or chili powder, cinnamon, and boric acid (if used inside, must be inaccessible to humans).
- Always keep opened foodstuffs in sealed containers or store them in the refrigerator or freezer. Clean out kitchen cabinets, drawers and shelves to remove crumbs and stains. Keep sinks and worktops clean and dry.
- Baits are best put in the path of an ant trail and then removed after the ant activity stops, before they lure ants from another colony to the area.
- Prune branches close to the building and remove fences or anything that might create a bridge for the ants to cross.
- Low toxicity compounds to control ants include boric acid and diatomaceous earth (DE), a chalk-like powder consisting of the fossilized remains of diatoms, a type of hard-shelled algae.

b. Aphids

- Manage sap-sucking pest mites and whiteflies by releasing predatory mites, ladybugs and lacewings onto the grounds several times over a period of weeks.
- Consider using parasitic wasps to control scales on trees, shrubs and flowers.
- If it is difficult to obtain supplies of beneficial insects for release into the garden, then it is possible to purchase a branded lure that simulates the scent of aphids and attracts ladybugs and lacewings to the area.

c. Bed Bugs

- The first step before treating for bed bugs is to investigate the problem area to determine if there is actually evidence of bed bugs present. If there is a presence, an experienced professional will proceed with bed bug treatment consistent with the newest industry standards, procedures and chemicals used for the eradication of bed bugs.

- In preparation for the treatment, the residents of the area being treated will be asked to a) move all furniture approximately 6” away from the walls; and b) straighten up their rooms by removing all clutter from the floor, putting away all personal belongings in closets or dressers and removing all bedding and pillows, and washing them in the hottest water the materials will tolerate, followed with drying in a clothes dryer. The residents will be asked to hot wash and machine-dry their clothes as well. (The residents may be asked to vacate their rooms for up to 2-3 hours depending on the type of treatment used.)
 - After treatment, mattresses in the affected areas will be replaced by the Residential Life and Housing Housekeeping Staff.
 - If a bed bug 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 pests to other rooms. This would mean the rooms to the right, left, above, and below the affected room.
 - The treatment will consist of three (3) treatments of the infested areas, with two (2) weeks in between each treatment, in order to break the lifecycles of the pests.
 - It is the expectation of VCU Contract Administrator, and Residential Life and Housing, that after the treatment is completed, the treated area should be free of bed bugs.
- d. Caterpillars
- Bacterial insecticides derived from natural ingredients are available to control caterpillars.
- e. Cockroaches
- Cockroaches contaminate food with their excrement and secrete an unpleasant odor that can permeate the indoor environment.
 - There are five main species of cockroaches and effective control depends on identifying them correctly.
 - Integrated pest management measures for controlling cockroaches include effective hygiene and exclusion practices, sticky traps lined with pheromones, boric acid, and insect growth regulators.
 - All food handling areas should be cleaned frequently.
 - Cockroach control is best done by a professional on a contract basis, through the application of least-toxic pesticides.
 - Control is necessary on a regular basis because of the mobility, reproduction, longevity, and behavior of cockroaches.
 - Ensure that you know what pesticides are being used by the professional contractor and do not assume they are using an environmentally appropriate chemical.
- f. Dust Mites
- Fabrics, bedding and carpets attract and generate dust and dust mites. To keep dust mites at bay, keep building well-ventilated and dry.
- g. Flies
- Flies reproduce more readily in waste and manure, which is where control should begin. In warm weather conditions, the reproduction cycle – from egg, to larva, to pupa, to adult winged fly – requires approximately one week.
 - Collection of waste and residues should be carried out at least twice a week.
 - Keep refuse areas clean to avoid providing flies with breeding grounds.
 - Ensure dustbin lids fit tightly and the interiors of bins are cleaned regularly to keep surfaces free of food material.
 - Use fine mesh window and door screens as a barrier against entry by any flying insect.
 - Ultra-violet (UV) fly killing equipment is very effective so long as it is situated correctly.
 - UV equipment disguised as uplighters in dining and lobby areas are discreet and highly effective because they attract and eliminate flies quickly and silently.
 - In food preparation areas, UV equipment should only be used once all possible precautions have been taken to keep flying insects out.

- Position the UV equipment close to an entry point, at right angles to the nearest competing light source such as a window. In many catering establishments, poorly-situated UV equipment poses a greater food hygiene hazard than lacking pest repellants altogether. This is because when placed next to the food preparation area, they draw flies to the food which they are likely to contaminate before being killed.
- Natural chemical treatments include pyrethrum extracted from the *Chrysanthemum cinerariaefolium* plant that can be used in kitchens and restaurants.

h. Mosquitoes

- The best control method for mosquitoes is to eradicate their habitat.
- Because they like moisture and lay their eggs in standing water, it is important not to leave flower pots, buckets, plastic sheeting or other open containers outside collecting water. Ensure that any rainwater collectors are fitted with lids.
- Clear debris from gutters and drains to ensure there is no standing water after rain and drain unused pools or fountains so that the water cannot become stagnant.
- Drain or fill depressions, mud flats, and other areas that might hold water.
- Repair leaking taps and air-conditioning units so that puddles cannot form and ensure that septic tanks and sewage systems are properly maintained and in good working order.
- Avoid over-irrigating lawns and gardens, and keep weeds and grass (where the insects rest) well-clipped.
- If you have a pond or lake on the building grounds, fill it with mosquito-eating fish such as top-feeding minnows or goldfish – they will eat the mosquito larvae before they mature into adults.
- Some buildings have successfully reduced the number of mosquitoes and other insects by attracting bats to their property. A simply-built bat house will usually accommodate up to 100 bats.
- To prevent mosquitoes from coming indoors, fit fine-mesh screens to porches, doors and windows.
- If these measures are insufficient, area repellents such as citronella candles, coils or sprays will repel mosquitoes from porches, patios and other unscreened outdoor areas, although they only work well when the air is still.

i. Fabric/Clothing Moths

- Moth larvae feed on a wide variety of natural and synthetic materials. They can be found in kitchens, food storage areas, clothing, carpets, blankets and upholstery.
- Fabrics should be washed and then put in bags and placed in freezer. When taken out to thaw, shake the fabrics vigorously to remove dead larvae.
- Clean the areas where fabrics have been stored with vinegar and water.
- Store fabrics in cedar chests or closets. Place cedar chips or blocks or lavender sachets in drawers.
- For acute moth problems, reusable traps can be baited with a controlled-release pheromone system to lure moths into the trap and disrupt their mating cycle.
- Mothballs not only have an unpleasant odor, but they are also poisonous; avoid them if possible. Insect foggers are not recommended as they can pose a health threat and are not always effective.

j. Pantry Moths

- Clean affected areas by vacuuming all surfaces, walls, shelves, cabinets and floors. Scrub hard surfaces rigorously with hot water and detergent, especially in corners and around the edges of removable shelves. Clean all surfaces that come into contact with food.
- Rinse the affected areas with white vinegar, either in a spray or by wiping with a cloth.
- Throw away all grain-based food items as well as nuts, raisins, flour and tea, even if in sealed containers.

- Remaining food items and containers should be thoroughly cleaned with a detergent and water solution and wiped down with a vinegar rinse before being put back. Use air-tight containers made of hard plastic, glass, or metal, and not plastic bags.
- Kill any moths with a fly swatter or moth traps.
- After a severe infestation, freezing any new grain products and storing grain products in refrigerators or freezers can prevent re-infestation.
- Peppermint gum, bay leaves, peppercorns and cloves may also help deter pantry moths.

k. Rodents

- Rodent control should start with a survey to determine the source of the problem and the conditions that encourage the infestation. Following the survey, implement a program to kill the rodents, removing their sources of food and water, eliminating their place of refuge and making it rodent-proof, and educating and obtaining the cooperation of employees. If the food supply is removed before you eradicate them, the rodents will migrate to other areas, making elimination more difficult.
- Openings in building foundations and walls should be closed or screened with wire mesh that has holes not more than 1.25 cm (0.5 in) wide. Where pipes enter masonry, force heavy hardware cloth or steel wool into the opening, and then fill it with concrete.
- Continuous surveillance is necessary, and places where rodents have been gnawing to gain entry to a building should be sealed with metal flashing.
- Doors are particularly vulnerable to rodent entry so ensure that external doors and windows close tightly with no gaps at the bottom.
- Materials stored in the open, in sheds or in buildings should be stacked at least 30 cm (1 ft) above the ground.
- Stringent waste disposal practices should be observed – secure all waste in closed containers and not just plastic bags.
- Wash dustbin areas regularly. Make sure composting bins are designed to prevent rodents from entering.
- Rodent baits should only be used if they are solid blocks placed in locked outdoor dispensers. No second-generation (single-feed) rodent baits should be used if the building is adjacent to parkland, wild areas, or other spaces where wildlife may be unintentionally affected.
- Traditional mouse and rat traps, or snap traps, kill instantly. If trapping efforts fail, it is usually due to too few traps being used.
- Bait should be sticky to ensure that the mouse triggers the trap mechanism even if it only lightly touches the bait. Mice prefer peanut butter or chocolate to cheese. Bacon, oatmeal or apples can also be used as bait.
- An alternative to snap traps is a battery-operated trap that generates a high-voltage once the rat or mouse is inside. The design is relatively safe, and can be used in areas where children, pets or wildlife may be present.
- All bait stations must be locked and plainly marked as required by Federal and State regulations. Bait station location logs must be maintained by the contractor and a copy provided to VCU Contract Administrator within 24 hours of bait station being placed. Contractor will maintain records of the location and dates poison bait is used. These reports will be submitted to VCU Contract Administrator on a monthly basis with original invoice. Contractor will be responsible for removing bait that is no longer required.
- Dead rodents creating obnoxious odors must be removed promptly, including rodents trapped behind wall partitions or other inaccessible areas.
- Poison bait must only be used as required and where other methods have been proven ineffective. When bait must be used, choose options from the 2007 San Francisco Reduced-Risk Pesticide List.

- I. Slugs and Snails
 - There are various non-chemical solutions to eliminating slugs and snails, including putting salt or sharp shingle around vulnerable plants, drowning them in beer or simply throwing them over a fence. Elemental copper bands also repel slugs and snails.

- m. Wasps and Hornets
 - A simple trap can be made by putting beer or a solution of jam or honey and water in an open jar around the grounds. If this does not work, there are branded traps available containing specially formulated attractant baits.

5. Feedback

VCU is committed to implementing a successful and effective Integrated Pest Management Plan and will take the following actions to collect occupant feedback and provide continuous improvement and evaluate new technologies, procedures, and processes:

- a. Contract Administration Manager will implement an occupant survey and complaint response system.
- b. Contract Administration Manager will document all feedback received and the remedial actions taken in response.

G. Performance Criteria

1. Standard Operating Procedures (SOPs) Documentation Requirements

- a. A detailed maintenance plan shall be developed to include the following information for each maintenance activity:
 - Schedule of inspections, preventative measures, and pest removal
 - Purpose
 - Pesticides to be used
 - Other supplies or equipment to be used
 - Key Actions
- b. A maintenance log (to be provided by the VCU Facility Manager; see Appendix A for an example) shall be developed, updated and made available for review to include the following information:
 - Dates of pest maintenance activity
 - Person performing maintenance activity
 - Details of maintenance, such as pesticides used, locations, pests or rodents found and removed
 - Date, time and method of treatment notification to occupants

2. Product & Equipment Documentation Requirements

- a. All products must be pre-approved prior to use at VCU.
- b. The IPM Contractor must demonstrate that sustainability criteria set forth in *Section E1* are being met.
- c. The IMP Contractor must record details of treatments in the provided maintenance log.

H. Responsible Parties

1. Property Owner (VCU to Designate Person Responsible)

- a. Adopt Integrated Pest Management Plan

2. Facility Manager (VCU to Designate Person Responsible)

- a. Enforce SOPs and provide ongoing documentation and enforcement.
- b. Provide notification to occupants according to IPM plan guidelines.
- c. Manage the collection of occupant feedback.

3. Pest Management Company (VCU to Hire Vendor)

EXHIBIT 2 - VCU Interior Integrated Pest Management Plan

- a. Sign contract with VCU based upon VCU's Integrated Pest Management Plan
- b. Follow general IPM guidelines:
 - a. Conduct routine inspections.
 - b. Submit inspection and action logs to Facility Manager after each visit.
 - i. Track all application with log, noting targeted pests, dates, locations of applications, responsible individuals, and specific pesticides applied (see sample log).
 - c. Use bait, traps, and other control strategies before considering the use of pesticides.
 - d. When necessary, use only species-specific and least hazardous pesticides from the 2010 San Francisco Reduced-Risk Pesticide List.
 - i. Any pesticide that meets San Francisco's Tier 3 hazard criteria (least hazardous) is considered least toxic if they exceed the Tier 3 criteria but are used in self-contained baits and placed in inaccessible locations. **Rodent baits are not considered least toxic under any circumstances.**
 - e. Report preventative measure problems to Facility Manager, e.g. holes where pests can enter buildings, debris where pests can hide/live.
 - f. Supply MSDS of any products used for pest prevention or elimination.
 - g. Request approval from VCU when spraying must occur, and then report spraying in log afterwards.
 - i. If pesticide other than a least toxic pesticide or self-contained non-rodent bait is used, provide universal notification to all facility occupants at least 72 hours before application.
 - h. Use only GreenSeal-certified cleaning products, per VCU guidelines.
 - i. Do not mix chemicals on-site.
 - j. Do not dispose of chemicals on-site.
 - k. Wear protective clothing and follow standard safety procedures at all times.
- c. Species-specific guidelines:
 - a. Ants
 - i. In areas where ants are present, wipe down with soapy water in order to prevent the formation of major scent trails. If there is already an established trail, wipe backwards from the food source to the entrance of the trail.
 - ii. Baits are best put in the path of an ant trail and then removed after the ant activity stops, before they lure ants from other colonies.
 - iii. Low toxicity compounds to control ants include boric acid and diatomaceous earth, a chalk-like powder consisting of fossilized remains of diatoms.
 - b. Bed Bugs
 - i. If bed bug infestation is found, pest management 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 pests to other rooms.
 - ii. Treatment will consist of three treatments of infested areas, with two weeks in between each treatment, in order to break the life cycle of the pests.
 - c. Cockroaches
 - i. There are five main species of cockroaches and effective control depends on identifying them correctly.
 - ii. Integrated pest management measures for controlling cockroaches include effective hygiene and exclusion practices, sticky traps lined with pheromones, boric acid, and insect growth regulators.
 - d. Flies
 - i. Natural chemical treatments include pyrethrum extracted from the *Chrysanthemum cinerariaefolium* plant that can be used in kitchens and restaurants.
 - e. Fabric/Clothing Moths
 - i. For acute moth problems, reusable traps can be baited with a controlled-release pheromone system to lure moths in the trap and disrupt their mating cycle.
 - ii. Mothballs not only have an unpleasant odor, but they are also poisonous; avoid them if possible. Insect foggers are not recommended as they can pose a health threat and are not always effective.

- f. Pantry Moths
 - i. Kill any moths with fly swatters or moth traps.
 - ii. Peppermint gum, bay leaves, peppercorns and cloves may also help deter pantry moths.
- g. Rodents
 - i. No second generation (single-feed) rodent baits should be used in buildings adjacent to parkland, wild areas, or other spaces where wildlife may be unintentionally affected.
 - ii. Rodent baits should only be used if they are solid blocks placed within locked, outdoor dispensers.
 - iii. Traditional mouse and rat traps, or snap traps, kill instantly. If trapping efforts fail, it is usually due to too few traps being used.
 - iv. Bait should be sticky to ensure that the mouse triggers the trap mechanism even if it only lightly touches the bait. Mice prefer peanut butter or chocolate to cheese. Bacon, oatmeal, or apples can also be used as bait.
 - v. An alternative to snap traps is a battery-operated trap that generates a high-voltage once the rat or mouse is inside. The design is relatively safe and can be used in areas where children, pets, or wildlife may be present.
 - vi. All bait stations must be locked and plainly marked as required by Federal and State regulations. Bait station location logs must be maintained by the contractor and a copy provided to the VCU Contract Administrator within 24 hours of bait station being placed. Contractor will maintain records of the location and dates poison bait is used. These reports will be submitted to VCU Contract Administrator on a monthly basis with original invoice. Contractor will be responsible for removing bait that is no longer required.
 - vii. Poison bait must only be used as required and where other methods have been proven ineffective. When bait must be used, choose options from the San Francisco Reduced-Risk Pesticide List.

I. Time Period

This policy will remain in effect going forward from its inception date.

J. Resources

- o SF Environment, www.sfenvironment.org
- o Environmental Protection Agency (EPA), www.epa.gov
- o U.S. EPA Environmentally Preferable Purchasing (EPP), www.epa.gov/pesticides/
- o Bio-Integral Resource Center, www.birc.org
- o US Green Building Council, www.usgbc.org
- o US Green Building Council LEED Registered Project Tools, www.usgbc.org/projecttools
- o Beyond Pesticides, www.beyondpesticides.org
- o Green Shield Certified, www.greenshieldcertified.org
- o Integrated Pest Management Institute of North America, Inc., www.ipminstitute.org
- o <http://www.greenlodgingnews.com/misunderstandings-about-green-pest-management-clarified>