

MASTER SERVICES AGREEMENT

#: VCU-FM-5171

This MASTER SERVICES AGREEMENT (“MSA”), effective as of August 1, 2024 (“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, Virginia 23298 (“VCU”, or “University”), and Rollins, Inc. dba Orkin, LLC, a company, with offices located at 2170 Piedmont Road NE, Atlanta, Georgia 30324, (“Rollins, Inc. dba Orkin, LLC” or “Firm”). VCU and Rollins, Inc. dba Orkin, LLC are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, VCU issued a Request For Proposals to solicit proposals for Bed Bug Treatment and Inspection Services, RFP #182174650SL issued March 22, 2024 (the RFP); and

WHEREAS, Firm submitted its proposal dated April 26, 2024, (the “Proposal”) wherein it wished to be considered, inter alia, for the Bed Bug Treatment and Inspection Services as more fully specified therein (the “Services”); and

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

WHEREAS, Firm desires to perform the Bed Bug Treatment and Inspection 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:

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

- A. This MSA
- B. EXHIBIT 1 – Pricing Schedule Orkin
- C. EXHIBIT 2 – Bed Bug Chemical / Steam Treatment Preparation Instructions
- D. EXHIBIT 3 – Bed Bug Heat Treatment Preparation Instructions
- E. RFP #182174650SL in its entirety (incorporated herein by reference)
- F. Firm’s proposal in its entirety dated April 26, 2024, (incorporated herein by reference)

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

II. SERVICES/GOODS: Firm shall perform Bed Bug Treatment and Inspection Services identified and as more fully described in this Contract; and

III. TERM and RENEWAL OF CONTRACT: This contract shall have a two (2) year initial term (the “Initial Term”) and may be renewed by VCU upon mutual written agreement of authorized representatives of both Parties for three (3) successive two (2) year 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 VCU elects to exercise the option to renew the contract for an additional two (2) year period, the contract price(s) for the additional two (2) years shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

IV. **FEES:** VCU shall pay Firm pursuant to EXHIBIT 1 – Pricing Schedule Orkin and shall hold firm pricing for the initial term and first renewal term period, should VCU elect to renew the contract with the Firm. Firm agrees to offer the same rates to other VASCUPP institutions. The rates shall be inclusive of all overhead costs associated with providing and/or performing emergency and non-emergency service(s), to include, but are not limited to: Labor Rates (normal and overtime labor rates, specified by worker’s position), Supervision, Equipment (to include test equipment), Tools, Devices, Incidentals, Travel Time and/or Mileage (to and from VCU jobsite), Report Preparation, Office Expenses, Supplies, and Printing, etc. For additional services outside of established labor rates in EXHIBIT 1 – Pricing Schedule Orkin, pricing shall be provided by either time and materials, or agreed upon lump sum quote, at the request of VCU on a case-by-case basis.

V. **PAYMENT METHOD AND PAYMENT TERMS:**

- A. VCU shall pay Contractor within the net days specified below 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).
- B. All payments will be made based on the net terms agreed upon in this MSA, starting from after receipt of invoice or delivery, whichever occurs last. This shall not affect offers for early payment discounts, however.
- C. 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.
- D. **Specific Terms:**

- 1. **Payment Method:** ACH - Paymode-X Basic
- 2. **Payment Terms:** Early Payment Discount 3% (Net 15 / Net 30)

VI. **INVOICING:** All invoices will reflect VCU Purchase Order number and will be emailed to fmcontracts@vcu.edu. Firm shall provide invoicing for completed work to include classification, hourly rate(s) and dates with time worked. Invoices shall also include a description of the work performed during the time noted. Failing to provide required information may impact invoice approval.

For additional information regarding proper invoicing practices follow the link below.

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

VII. **ACCEPTANCE OF VCU PURCHASE ORDERS:** The Firm will provide a detailed statement of work prior to any project summarizing specific services, deliverables, delivery dates, and cost. The Firm will do so without introducing additional terms or conditions and will not require VCU to sign any separate agreements.

VIII. **FIRM RESPONSIBILITIES:**

- A. **Overview:** The Firm shall furnish all materials, equipment, labor, supervision and other incidentals that may be required to satisfactorily perform Bed Bug Treatment and Inspection Services on an as needed basis, to include on-demand and emergency services performed during business and non-business hours. All VCU and VCU Health properties shall be included in this contract.

B. Locations:

1. An interactive map of VCU and VCU Health buildings are found on VCU website and is subject to change as new properties are made active or inactive: <https://maps.vcu.edu/>
2. The following link will provide more information to include addresses of the residential housing properties, room layouts and plans: <https://housing.vcu.edu/halls/>

Note: Bed Bug Treatment and Inspection Services may frequently be performed in the residence halls, however bed bugs have been treated in other VCU and VCU Health locations that include but are not limited to classrooms, student study spaces, academic areas, library spaces, and clinical areas, etc.

C. General Requirements:

1. All work performed under this contract shall conform to local, state, and/or federal regulations governing chemical composition, performance, and application appropriate to the specific area where work is being performed. All containers used must be properly labeled, handled and be in compliance with all regulations from designated regulatory bodies. Firm is responsible for maintaining the required certifications to perform Bed Bug Treatment and Inspection Services under this contract.
2. Firm shall keep designated VCU personnel informed of all work pertaining to the contract, to include advising VCU of new and/or changes to regulations from designated regulatory bodies that pertain to the inspection and/or treatment of bed bugs.
3. Firm shall provide constant and/or monthly communication to address issues or concerns, as needed and determined by designated VCU personnel.
4. Prior to beginning inspection and/or treatment services, the Firm shall coordinate with designated VCU personnel to schedule the work and ensure all required stakeholders are informed of the work, and appropriate procedures are followed in preparation and performance of the work, according to the type of inspection and/or treatment being performed.
5. Firm shall assign a bed bug technician who is properly trained and certified to respond to all potential bed bug situations and capable of performing inspection and/or treatment services, as needed. Firm will inform designated VCU personnel of any changes to this assignment.
6. Firm's technician shall be responsible for responding to the designated contract administrator's email regarding requested work tickets within the provided time constraints, as noted below, under normal and/or non-business hours. The technician must also be reachable by cell phone during normal business hours. Normal business hours are defined as Monday - Friday from 8:00 AM - 5:00 PM. If a request for inspection is received after

1:00 PM, it can be addressed the following day, if it is not possible to schedule it for the same day afternoon, unless it is an emergency request and needs immediate action. Emergency status will be communicated to the Firm, whether the emergency request is during normal business hours or during non-business hours.

- a. During normal business hours, all requests for inspection shall be acknowledged via email and/or phone call within (1) hour of notice.
 - b. During non-business hours, Saturday, Sunday, and/or Holidays, a request for inspection shall be acknowledged via phone call within two (2) hours of notice.
 - c. VCU must have a working Firm's contact phone number for emergency calls 24/7, during business and non-business hours. The Firm is expected to be available to perform services in urgent and/or emergency situations, as needed.
 - d. Firm is responsible for communicating changes to the provided escalation contact list to ensure designated VCU personnel have access to the current contact list.
7. The bed bug technician must check-in with VCU Operations Center (by calling 804-828-9444) and the building manager and/or office for an escort at least 30 minutes prior to arrival. The escort will provide a Notice of Entry if the resident is not present for the inspection.
 8. If a space is found to have bed bugs and/or indications of bed bugs, it shall be treated by the Firm within one (1) business day, as long as the necessary preparation for treatment is completed, as noted in EXHIBIT 2 – Bed Bug Chemical / Steam Treatment Preparation Instructions and/or EXHIBIT 3 – Bed Bug Heat Treatment Preparation Instructions. Treatment will not occur until the area(s) needing treatment have been appropriately prepared, as agreed upon by the Firm's technician and VCU, contingent on the type of treatment. These preparation instructions may be modified by VCU at any time, as needed.
 9. In the event that heat treatment is determined to be the appropriate course of action, the Firm must follow the protocols outlined in Section VIII, D, Heat Treatment Specific Requirements. Designated VCU personnel shall ensure EXHIBIT 3 – Bed Bug Heat Treatment Preparation Instructions are provided to residents and performed prior to heat treatment.
 10. Firm shall replace the bed bug technician assigned to VCU in his/her absence on sick days, holidays, vacations, etc. with an individual who is equally licensed, trained and certified, as needed.
 11. All inspections and treatment services shall be provided by background screened (no felonies) technicians. All technicians must be licensed, certified and/or registered in the State of Virginia on the equipment or product they

are using. All technicians must be easily identifiable at a glance with a uniform and/or shirt with a company logo.

12. Firm personnel shall wear a VCU badge at all times while working on VCU and/ or VCU Health property and badge costs are the Firm's responsibility. The Firm shall provide required information and email VCU badge requests to contract administrator: fmcontracts@vcu.edu
13. The Firm is responsible for all parking-related costs, including but not limited to fees and/or fines issued from VCU and/or the City of Richmond. The Firm may purchase an optional VCU Parking permit through VCU Parking, if desired: parking.vcu.edu/parking
14. At a minimum, all inspections shall be performed using visual inspection techniques. Other forms of inspection will be considered that include but are not limited to DNA testing and canine inspections, at the request of VCU and/or the recommendation of the provider.
15. All inspection results shall be provided to the VCU contract administrator on company letterhead showing the bed bug technician's company name, date the inspection occurred, how the inspection was performed, and who performed the work. Inspection results shall be included with corresponding invoices and emailed to: fmcontracts@vcu.edu
16. If a bed bug infestation is found, the Firm may be asked to treat not only the affected space but the surrounding areas as well, in order to prevent the spread of bed bugs to other locations.
17. Upon treatment completion, the designated building manager and/or the designated customer representative must sign and retain one copy of the work ticket, evidencing their approval of the services performed, and return the other signed copy to the bed bug technician. The technician must send the other signed work ticket along with the accompanying invoice to the contract administrator. The work ticket may also be electronically signed and emailed to the customer and contractor administrator. The signed work ticket shall detail essential information such as the building name, room numbers treated, specifics of the treatment (including used chemicals and their quantities and/or relevant heat treatment metrics), and the date and signature of the customer. VCU reserves the right to amend the format and procedures of the work ticket process as necessary.
18. All necessary documentation must be submitted to VCU contract administrator. This includes the service invoice detailing the date, location, VCU work order number, purchase order number, and a detailed account of the services provided including duration, condition of the treated spaces, and specifics of all insecticides or chemicals used along with amounts. If applicable, a graph displaying temperature changes throughout the treatment should be included. All treatment results and corresponding invoices should be sent to: fmcontracts@vcu.edu

19. Follow up inspections are to be completed within seven (7) business days after the treatment, to ensure the success of the treatment. If live activity is found within 60 days of the treatment, and VCU appropriately prepared for the initial treatment correctly based on mutual understanding between the Firm and VCU. A retreatment shall be provided at no additional cost to VCU. Follow up Inspection is to be included in the price of treatment.
20. Firm agrees to share and/or provide all relevant data and/or reporting information that is maintained under contract, as needed. If and/or when a transition of service to another provider is required, end of contract life or otherwise, the incumbent Firm will cooperate fully in a successful transition of services. Such transition support shall bill at the current billing rates under the last and/or current term.

D. Heat Treatment Specific Requirements:

1. Heat Treatment shall be provided to the following specifications: Thermal pest eradication (i.e. Heat Treatment for bed bugs). VCU prefers each heater generate 30,000 BTU's (British Thermal Units) or more while running on a 50-amp circuit. The Firm must have enough equipment to heat all living spaces within the unit (living room, bedrooms, kitchens, bathrooms, etc.) simultaneously. The following temperatures must be reached and maintained for a minimum of 90 minutes. Ambient temperature must be 135 degrees Fahrenheit and core temperature must be 125 degrees Fahrenheit. Temperatures need to be tracked and recorded by the minute using wireless probes. All data needs to be captured, graphed, and provided to VCU at the end of each treatment. Sprinkler heads need to be insulated against the high temperatures and monitored via a wireless probe during treatment. During the treatment the technician shall move and rearrange clothing and items in the unit to maximize heat distribution. The technician must rearrange furniture, open drawers, closets, wardrobes, desks, etc., and rearrange the items contained within as well as rearrange items such as laundry baskets, books, papers, clothing, or anything that is piled up to ensure good heat distribution. Once the temperature requirements are met, the heaters may be shut down.
2. After the heaters are shut down, a registered technician should apply a residual insecticide (both liquid and dust) to key areas to minimize future infestations, per current industry best practices. Key areas include but are not limited to, baseboards, switch plates, wall sockets, bed frames, and other furniture in the room as needed. All treatment must be applied in accordance to the label of the product.
3. VCU uses sprinkler heads that have a threshold of 155 degrees Fahrenheit before activation. The Firm shall use a device constructed of highly insulated foam to insulate the sprinkler heads from the elevated ambient room temperature. The Firm shall be shown the location of the sprinkler system isolation valve for the area being treated. In the event the valve is in a restricted area, the designated Facilities Coordinator will provide access to the valve. The Firm shall have on hand, in the unit(s) being treated, a wedge designed to be inserted into an activated sprinkler head to limit the flow of

water. The Firm shall cover all sprinkler heads in the treatment area(s) with insulated covers. Each cover should contain a wet cloth and wireless temperature monitor to track and record the temperature next to the sprinkler head during the entire treatment. In the event that the temperature inside the insulated cover reaches 130 degrees Fahrenheit, the Firm will immediately turn off the heaters and ventilate the room to ensure that the sprinkler heads do not activate. The Firm should reinsulate the affected sprinkler head and continue the heat treatment.

- a. In the unlikely event a sprinkler head is activated, the Firm shall do the following:
 - i. Insert wedge(s) into the sprinkler head immediately to limit water flow.
 - ii. Shut off the sprinkler system isolation valve for the area being treated immediately.
 - iii. Immediately notify the area Facilities Coordinator and/or designee.

4. Note: Some buildings may have a sprinkler cover located over the sprinkler head. It is the responsibility of the Firm to ensure all appropriate procedures are followed as noted in Section VIII, D before beginning heat treatment.

IX. 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:** Firm 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 t*. 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 Firm 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 Firm 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 Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Firm 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: Firm 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, Firm 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 Firm 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 Firm.
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 Firm. 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 Firm shall comply with the notice upon receipt. The Firm 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:
Director, Procurement Services
912 West Grace Street, 5th Floor
Richmond, Virginia 23298-0327

For Firm:
William Etchison II, Branch Manager
Rollins, Inc. dba Orkin, LLC
2170 Piedmont Road NE Atlanta,
Georgia 30324

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: Firm 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 Firm 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: Firm shall ship all goods FOB destination at the actual freight rate based upon the actual weight of the goods to be shipped. All prices unless otherwise specified are F.O.B. Destination, Freight Prepaid and Allowed.
- O. INSURANCE: Firm 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. Firm 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. Firms 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. (applicable only if motor vehicle is to be used in performance of this Contract)
 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 Firm agrees to (i) provide a drug-free workplace for the Firm'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 Firm'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 Firm that the Firm 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 Firm, 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. **FERPA:** To the extent that University provides to Firm any identifiable student information, including student address, phone number and email address, the University hereby designates Firm as a school official with a legitimate educational interest in using such student information, and Firm agrees to use such information only for the purpose of fulfilling its obligations under this Contract. Firm further agrees not to disclose any such student information to any individual other than the student except as required by applicable law, rule or regulation or court or governmental order or as authorized in writing by the University or the individual student. Firm acknowledges that this protection of student information is necessary for the University's compliance with the *Virginia Code* § 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).
- S. **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. Firm 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 Firm 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, Firm 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.

- T. 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.
- U. INDEMNIFICATION: Firm 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 Firm's negligence under this Agreement. Accordingly, VCU shall promptly notify Firm 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, Firm will immediately defend any such claim or action pursuant to the provisions and requirements of *Virginia Code* § 2.2-514.
- V. LIMITATION OF LIABILITY: Firm 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.
- W. STATUTORY DAMAGES: VCU is not authorized to waive damages granted or otherwise available by statute.
- X. 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.
- Y. 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
- Z. AUDIT: The Firm 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.
- AA. 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.

- BB. **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 Firm 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.
- CC. **REALSOURCE REGISTRATION:** This Contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Firm 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. Firm 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 Firm's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Firm'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.
- DD. **eVA REGISTRATION AND FEES:** Firm 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.

Firm 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 Firm's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Firm's failure to update or protect its account information.

- EE. **SWAM REPORTING:** Firm 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.

Firm will submit the quarterly SWAM business reports, based upon the Firm's proposed commitment to:

VCU SWaM Reporting

E-mail: swamreporting@vcu.edu

The quarterly SWAM business reports will contain the following information:

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

X. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING:** Firm 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. Firm shall first submit a request in writing to VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Firm shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. **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.
- E. **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 Firm, upon written request from Additional Users the Firm may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Firm is not required to provide such access. A Firm'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 Firm 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 Firm. 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 Firm 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.

- F. **GRAMM-LEACH-BLILEY ACT:** The Firm shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as

social security numbers, or financial transactions, bank, credit, and tax information.

- G. PRIME FIRM RESPONSIBILITIES: The Firm shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that Firm may utilize, using best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Firm. The Firm agrees that it is as fully responsible for the acts and omissions of subcontractors and of persons employed by them as Firm is for the acts and omissions of its own employees.
- H. SUBCONTRACTORS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Firm desires to subcontract some part of the work specified herein, the Firm shall furnish the University with the names, qualifications and experience of their proposed subcontractors. The Firm 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.
- I. PAYMENT TO SUBCONTRACTORS: Firm awarded a contract under this solicitation is hereby obligated to pay the Subcontractor(s) within seven (7) days of the Firm'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

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

The Firm 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 Firm that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub sub-tier Firm performing under the primary contract. A Firm's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

- J. ASBESTOS: Whenever and wherever during the course of performing any work under this Contract, the Firm discovers the presence of asbestos or suspects that asbestos is present, Firm shall stop the work immediately, secure the area, notify the Building VCU and await positive identification of the suspect material. During the downtime in such a case, the Firm shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Firm 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 Firm but without additional compensation due to the time extension.
- K. RADIATION/CHEMICAL/BIOLOGICAL HAZARD AREAS: The personnel employed by the Firm shall be capable employees, trained and qualified to perform specified services. If the Firm is to perform work in areas posted with hazard signs, prior to the commencement of the Contract, the Firm shall contact Safety and Risk Management (SRM) at srm@vcu.edu for information regarding chemical, biological, radiological, environmental and occupational hazards. The Firm shall be responsible for providing appropriate personal protective equipment and applicable safety training to its employees based on the hazard information provided by VCU. SRM may provide consultation on complex projects or request information related to the Firm's safety protocols, to be evaluated on a case-by-case basis.
- L. 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 Firm, 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 Firm does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

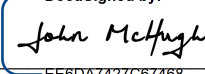
- M. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Firm to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- N. CONVENIENCE TO GENERAL PUBLIC AND PROPERTY VCUS: 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 VCUs. All equipment and resulting material shall be placed along the route of the work so as not to inconvenience vehicular and pedestrian traffic. The Firm 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 Firm shall coordinate with VCU Facilities Management.
- O. 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 Firm's expense.
- P. DAMAGE TO PUBLIC OR PRIVATE PROPERTY: Under this contract, the Firm shall be responsible for making repairs, as necessary, to public or private property damaged by their work at the Firm's sole expense. Pavement, curbs or sidewalk repairs shall be as specified by the City of Richmond VA, Department of Public Works for each separate location at which time such repairs may be required as a result of the Firm's operations under the Contract.
- Q. CRIMINAL BACKGROUND INVESTIGATION: If Firm employees and agents will be on VCU campus, or have access to protected data as defined herein, Firm must comply with the following: Firm 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: <https://policy.vcu.edu/doctract/documentportal/08DA32A63EDBCEAAB4962445672CE290>
Specifically, Firm 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 VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.
- R. IDENTIFICATION CARDS: All Firm employees authorized to work at VCU must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Firm's employees must wear their VCU identification when they are on VCU property.

- S. DAILY CALL-IN and CALL-OUT: Firm is required to call VCU Control Center upon arrival and departure each day on all jobs. If an alarm is tripped unintentionally, VCU Control Center shall be notified at (804) 828-9364 within 2 minutes.
- T. DELIVERY & STORAGE: It shall be the responsibility of the Firm to make all arrangements for delivery, unloading, receiving and installation and/or pick-up with VCU. VCU will not assume any responsibility for receiving shipments. Firm shall coordinate with VCU and make all necessary arrangements for delivery and/or pick-up coordination and installation, as needed.
- U. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises after delivery and/or pick-up within the same day. It is the responsibility of the Firm to maintain a clean and safe job site. VCU may charge for cleaning services if Firm fails to maintain clean job site.
- V. REPRESENTATIONS AND WARRANTIES: All representations and warranties made by the 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.

XI. 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.

VIRGINIA COMMONWEALTH UNIVERSITY

By: 
DocuSigned by: EE6DA7427C67468...
 Name: John McHugh
 Title: Director of Procurement Service
 Date: 7/11/2024

ROLLINS, INC. DBA ORKIN, LLC

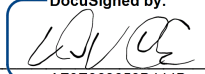
By: 
DocuSigned by: AF0E963659B444B...
 Name: William Etchison II
 Title: Manager
 Date: 7/11/2024

EXHIBIT 1 – Pricing Schedule Orkin

Bed Bug Treatment Pricing				
Square Footage	Chemical Treatments	Heat Treatments	*Other _____	*Other _____
0-200	\$275.00	\$1250.00		
201-500	\$525.00	\$1550.00		
501-750	\$775.00	\$1850.00		
Over 750	\$1025 (295 for each addl 500 sq.	\$2150 (295 for ea. addl. 500 sq.		
Mattress / Box Spring Encasements	\$75 each	\$75 each		
**Treatment outside of normal business hours (8 am- 5 pm M-F)	\$250 surcharge	\$350 surcharge		

Bed Bug Inspection Pricing				
Square Footage	***Visual Inspections	Canine Inspections	*Other DNA Inspection	*Other _____
0 - 100,000		\$2940.00	1 test \$99	
100,001 - 200,000		\$3430.00	2-5 tests \$89 per test	
200,001 - 300,000		\$4165.00	6+ tests \$79 per test	
300,001 - 400,000		\$5145.00		
400,001 - 500,000		\$6145.00		
Anything greater pricing upon request			Please note: this price is per test, not determined by sq. Feet	

****Other category is meant to represent other types of treatment and / or service options, not other pests. This contract is ONLY for Bed Bugs. If not offering any other treatment and / or inspection pricing write N/A or leave blank.***

*****If there is no additional charge for treatment outside of normal business hours write N/A or leave blank.***

******If visual inspections are a free componet of your service write N/A or leave blank.***

EXHIBIT 2 - Bed Bug Chemical / Steam Treatment Preparation Instructions

Your apartment and/or room has been scheduled for treatment of bedbugs on . Please adhere to the following instructions checked below to ensure a successful bed bug treatment. Contact your area Housing Office or Hall Director for any questions or concerns. Thank you for your cooperation.

Bed Bug Chemical / Steam Treatment Preparation Steps

- **Evacuation Requirements**
 - Exit the apartment by Time .
 - Treatment process may take approximately 2 - 6 hours.
 - You can return to the apartment after Time .
 - Be prepared for service on the scheduled treatment day timeframe to avoid any rescheduling fees that may be charged to your student account.
- **Preparation of Clothing & Bedding**
 - Utilize the dryer in your apartment or building to heat ALL CLOTHING AND BEDDING immediately prior to leaving on the day of treatment.
 - All dried items need to remain in trash bags or closed plastic containers.
 - ALL CLOTHING / ITEMS IN CLOSETS, DRESSERS AND NIGHTSTANDS MUST BE EMPTIED, DRIED AND CONTAINED PRIOR TO TREATMENT.
- **Electronic Accessories & Devices**
 - Detach accessory items from walls but leave them in the unit.
- **Clutter Removal**
 - Clean-up clutter to facilitate the pest specialist's movement.
- **Item Removal**
 - DO NOT REMOVE ANY ITEMS UNTIL TREATED BY THE PEST SPECIALIST.
- **Furniture Preparation**
 - Pull beds away from walls and strip mattresses and box springs.
 - Remove cushions from sofas and vacuum all furniture.
- **Floor & Carpet Cleaning**
 - Vacuum or sweep all floors to remove dust and debris, and dispose in trashcan which can remain in the room.
- **Food Items**
 - Place open food items or fruit in the refrigerator.
 - Discard perishables and dispose in trashcan which can remain in the room, if a refrigerator is unavailable.
- **Live Animals**
 - Cover fish and/or turtle tanks, and remove other animals.
- **Handling of Other Items**
 - DO NOT REMOVE ANY OTHER ITEMS UNLESS THEY WILL BE LAUNDERED PRIOR TO RETURNING.
 - ALL ITEMS MUST BE PLACED IN NEW BAGS, TUBS, OR BOXES UPON RETURN.

EXHIBIT 3 – Bed Bug Heat Treatment Preparation Instructions

Your apartment and/or room has been scheduled for treatment of bedbugs on . Please adhere to the following instructions checked below to ensure a successful bed bug treatment. Contact your area Housing Office or Hall Director for any questions or concerns. Thank you for your cooperation.

Bed Bug Heat Treatment Preparation Steps

- **Evacuation Requirements**
 - Exit the apartment by Time
 - Treatment process may take approximately 2 - 6 hours
 - You can return to the apartment after Time
 - Be prepared for service on the scheduled treatment day timeframe to avoid any rescheduling fees that may be charged to your student account.
- **Preparation of Clothing & Bedding**
 - Utilize the dryer in your apartment or building to heat ALL CLOTHING AND BEDDING immediately prior to leaving on the day of treatment.
 - All dried items need to remain in trash bags or closed plastic containers.
 - ALL CLOTHING / ITEMS IN CLOSETS, DRESSERS AND NIGHTSTANDS MUST BE EMPTIED, DRIED AND CONTAINED PRIOR TO TREATMENT.
- **Electronic Accessories & Devices**
 - Detach accessory items from walls but leave them in the unit.
 - Electronics left in the unit during heat treatment are at the resident's risk.
- **Clutter Removal**
 - Clean-up clutter to facilitate the pest specialist's movement.
- **Removal of Items from Treated Space**
 - Remove the following items from the space:
 - Aerosol spray cans
 - Liquid medicine
 - CD's, tapes, record albums, game CD's, DVDs
 - Loose photos
 - Decorative items constructed with hot glue
 - DO NOT REMOVE ANY ITEMS UNTIL TREATED BY THE PEST SPECIALIST.
- **Furniture Preparation**
 - Pull beds away from walls and strip mattresses and box springs.
 - Remove cushions from sofas and vacuum all furniture.
- **Floor & Carpet Cleaning**
 - Vacuum or sweep all floors to remove dust and debris and dispose in trashcan which can remain in the room.
- **Food Items**
 - Place open food items or fruit in the refrigerator.
 - Discard perishables and dispose outside the structure immediately, if a refrigerator is unavailable.
- **Trash Disposal**
 - Discard any trash with perishables from the room outside the structure, as the heat will intensify odors.
- **Live Animals**
 - Remove all animals including fish tanks, turtles, and other animals.
- **Live Plants**
 - Remove all live plants as heat may cause wilting or death.
- **Handling of Other Items**
 - DO NOT REMOVE ANY OTHER ITEMS UNLESS THEY WILL BE LAUNDERED PRIOR TO RETURNING.
 - ALL ITEMS MUST BE PLACED IN NEW BAGS, TUBS, OR BOXES UPON RETURN.