

**The University of Virginia's College at Wise**  
Pest Control Services

**I. Purpose**

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, is seeking a qualified successful bidder to provide Pest Control Services for The University of Virginia's College at Wise (College) located in Wise, VA. The resulting contract will be for a period of two years with the option to renew for three additional one-year periods provided the services are satisfactory. The Successful Firm will hold prices firm for the first two years and the price for each renewal year may not be increased more than the current consumer price index. Discounts may be provided to the College at any time.

**II. Scope of Service**

The Selected Firm will furnish all labor, tools, equipment, and materials to inspect, identify and provide complete and satisfactory pest control treatment. Treatment will be provided for all spaces within the buildings, except as noted herein or as specifically directed at the time of treatment. Treatment will be confined to the interior of the building, except for rodent treatment, ants, wasps, bees, etc.

A. PESTS INCLUDED:

The Selected Firm will provide scheduled monthly treatments for ordinary insects including, but not limited to, all roach types, ants, moths, silverfish, wasps, bees and flies; centipedes, spiders, bees, termites, carpenter ants, moles/wood borers and all rodents (including but not limited to rats and mice).

B. AREAS:

The Selected Firm will treat all identified areas of the campus, including but not limited to classrooms, offices, hallways, pool, deck, locker rooms, residence halls, including townhouses, dining hall and labs.

B. TREATMENT:

Insects will be treated with a compressed air sprayer using a fan nozzle and crack-and-crevice tip to provide a pest-free environment. Additional treatment, such as aerosol or spot treatment will be utilized when standard application methods (fan spray and crack-and-crevice application) are not providing satisfactory results.

Treatment, except food areas, will be with a low odor, liquid insecticide, applied according to the manufacturer's directions for non-food area. Food areas will be treated with a bait formulation of insecticide approved for food or non-food area, and applied only to pest harborages in infested locations.

Bees and wasps, etc. will be sprayed to completely eradicate them and their nests, and to prevent the insects from returning. Methods used will not contaminate water run-off or surrounding area.

Rodents will be eliminated by a rodent control device or toxic bait.

Bee and exterior rodent treatment will be scheduled on an as-needed basis. The College must approve the treatment time and treatment method in writing prior to each treatment.

Treatment will not include any organic pest control alternatives.

D. SCHEDULING AND COORDINATION:

1. All treatment will be scheduled ahead of time with the College. Upon contract award, a schedule to provide the standard treatment on a routine basis will be established for the convenience to both parties. Separate contact personnel, schedules and invoicing may be established as necessary. The schedule will include bi weekly contacts with each College contact representative to address problem areas since the last treatment.
2. Treatment for most areas will be during normal work hours. However, treatment for the food areas will be Monday through Thursday after 10 PM or Friday through Sunday after 8 PM. Special treatments, such as fogging, will be scheduled separately, and will be after hours or on weekends if deemed necessary by the College.
3. In situations where routine treatment has not been sufficient, and insects or rodents are present and causing distress to occupants, the Selected Firm will respond to a problem call within 24 hours. For less serious problems, the Selected Firm may take corrective action during the next scheduled visit.
4. The Selected Firm will use the same personnel for the same areas whenever possible to ensure consistent service. The Selected Firm will identify personnel, with credentials, ahead of time to the College. These personnel are expected to become familiar with the campus and areas to be treated, as well as restricted areas and areas requiring special attention.

5. A statement for each service will be submitted to the appropriate representatives, indicating areas serviced, discovery and special infestations noted, date, method and type of chemicals used, sanitation or housekeeping recommends. This statement will be signed by both parties.

E. SPECIAL REQUIREMENTS:

1. If bait boxes are installed, the Selected Firm will provide the College with a written report indicating the location of the bait box, date of installation, and date of removal.
2. Prior to use, the Selected Firm will submit MSDS sheets to the College on any chemical used for the performance of this work.
3. All materials and chemicals used will conform to current Federal, State, and OSHA requirements and will be approved and in compliance with existing EPA labeling and the use requirements under the Federal Insecticide, Fungicide, and Rodenticide Act (as amended). Spray used during normal working hours will be low odor, as defined by the manufacturer.
4. All work will be performed in accordance with current state, federal and local laws and regulations, including applicable EPA and FDA regulations, and the chemical manufacturer's directions, whichever is more stringent.
5. Pest control personnel will be capable and trained pesticide applicators, and will be either certified and licensed by the Virginia Department of Agriculture and Consumer Services, or be a registered technician working under the direct supervision of a certified applicator. Evidence of certification, license, and/or registration will be presented at any time upon the request of College.

### III. Pricing Schedule (to be completed by Firm)

#### Established location for regular scheduled treatment monthly

Maintenance Buildings including Academic areas, offices, storage areas (All areas except Student Residential Housing and Dining Areas.) \$ \_\_\_\_\_ Per Month

All Student Residential Housing Areas \$ \_\_\_\_\_ Per Month

#### Established location for regular scheduled treatment Bi-Monthly

##### Dining Areas

Main Dining Hall –Cantrell Hall \$ \_\_\_\_\_ Bi-Monthly

Papa Joe’s-Student Center \$ \_\_\_\_\_ Bi-Monthly

Books & Brew-Library \$ \_\_\_\_\_ Bi-Monthly

(Note: All regular scheduled monthly/bi-monthly treatments will be scheduled for the same visit. Therefore the selected firm will price accordingly).

#### Bee and Wasps Treatment

Single Visit and Treatment \$ \_\_\_\_\_/Each

Each Additional Treatment During Same Visit \$ \_\_\_\_\_/Each

#### Rodent Treatment

Single Visit and Treatment \$ \_\_\_\_\_/Each

Each Additional Treatment During Same Visit \$ \_\_\_\_\_/Each

#### IV. ISSUANCE OF IFB AND QUESTIONS

Issuing Office for this IFB is:

Procurement Services  
The University of Virginia's College at Wise  
Resource Center Room 105  
1 College Avenue  
Wise, VA 24293-4412

Attention: Elizabeth Moore  
Buyer  
Telephone (276) 376-4527  
Fax (276) 328-0269  
Email: mem3m@uvawise.edu

Any questions concerning this IFB shall be directed to Elizabeth Moore as listed above and not to any other person at the College. The College will determine whether any addenda should be issued as a result of any question or other matters raised. If this determination is made, it shall be in writing.

#### **PRE-BID CONFERENCE**

A pre-bid conference and site visit will be held on Tuesday, June 3, 2008 at 9:00 a.m. in the C. Bascom Slemple Student Center Dogwood Room on the 5<sup>th</sup> Floor. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet, as well as review the site. Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this invitation for bid.

**UNIVERSITY OF VIRGINIA**  
**THE UNIVERSITY OF VIRGINIA'S COLLEGE AT WISE**  
**Special Terms and Conditions**

A. Contract Administrator

The University will identify a Project Manager for any Agreement, which results from this IFB. The individual will be the point of contact at the University for day-to-day operations, but cannot approve amendments to the Agreement or price changes.

B. Indemnification

The Successful Bidder will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Successful Bidder.

C. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

D. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims, which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

E. Worker's Compensation and Employers Liability

The successful bidder will comply will all federal or state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs.

F. Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this IFB. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. Each Firm will maintain insurance with insurers that maintain at least an A-financial rating from A.M. Best Company, and which meets or exceeds the requirements of the University. No Agreement will be executed by the University until the Firm has satisfied the insurance requirements of the University. The Selected Firm will be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence and aggregate limits

for both general and products/completed operations of not less than \$2,000,000, with coverage for the following:

|                                     |                      |                                     |                                  |
|-------------------------------------|----------------------|-------------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> | Premises/Operations  | <input checked="" type="checkbox"/> | Products/Completed Operations    |
| <input checked="" type="checkbox"/> | Contractual          | <input checked="" type="checkbox"/> | Independent Contractors          |
| <input type="checkbox"/>            | Personal Injury      | <input type="checkbox"/>            | Medical Payment                  |
| <input type="checkbox"/>            | Fire Legal Liability | <input type="checkbox"/>            | Underground Explosion & Collapse |
| <input checked="" type="checkbox"/> | Additional Insured*  | <input type="checkbox"/>            | Other                            |

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$750,000 per occurrence with the following coverage for vehicles operated by their employees.

|                                     |                     |                                     |  |
|-------------------------------------|---------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Any Automobile      | <input checked="" type="checkbox"/> | Owned and Non-Owned Automobiles        |
| <input type="checkbox"/>            | Garage Liability    | <input type="checkbox"/>            | Transportation of Hazardous Substances |
| <input checked="" type="checkbox"/> | Additional Insured* | <input type="checkbox"/>            | Other                                  |

Additional Insured:

The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its divisions, its officers, agents, and employees.

Workers Compensation & Employers Liability:

The Selected Firm and any subcontractor will maintain workers compensation insurance with coverage in accordance with the Virginia Workers Compensation Act, and will also maintain employers liability coverage with limits of not less than \$500,000.

G. Favored Nations

The Successful Bidder represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the bidder to any present customer.

H. No materials or supplies for the work shall be purchased by the Successful Bidder or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Successful Bidder warrants that he has clear title to all materials and supplies for which he invoices for payment.

I. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Successful Bidder by the University's Director of Procurement Services.

J. Inspection of Job Site

My signature on this IFB constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

K. Work Site Damages

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this agreement will be repaired to the University's satisfaction at the Successful Bidder's expense.

L. Delivery/Performance

Please state your earliest starting date and the time required for completion project. These may be a factor in making the award. \_\_\_\_\_

M. Contractor's License

The successful bidder will have a valid State of Virginia contractor's license and will maintain this license through the completion of the contract. A copy of the license will be provided to the University prior to the execution of any Agreement resulting from this IFB.

N. References

Bidders will provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

| ORGANIZATION | ADDRESS | CONTACT PERSON | TELEPHONE |
|--------------|---------|----------------|-----------|
| 1.           | _____   | _____          | _____     |
| 2.           | _____   | _____          | _____     |
| 3.           | _____   | _____          | _____     |

O. Safety

All contractors working on the College campus must maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Virginia Occupational Health Act (VOSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the VOSHA standards. In addition, the successful bidder must also provide the College with a written safety program that he intends to follow in pursuing work under this contract.

P. Warranty

All materials and equipment will be fully guaranteed against defects in material and workmanship for a period of one year following date of acceptance. Should any defect be noted by the University, Procurement Services will notify the Successful Bidder of such defect or nonconformance. Notification will state either (1) that the Successful Bidder shall replace or correct, or (2) the University does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Successful Bidder is required to correct or replace, it will be at no cost the University and will be subject to all provisions of this clause to the same extent as materials initially delivered. If the Successful Bidder fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Successful Bidder the costs occasioned thereby or obtain an equitable adjustment in the contract price.

Q. Product Information

The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable University of Virginia's College at Wise to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.

