



UCPUMW 17-586
UNIVERSITY OF MARY WASHINGTON
STANDARD CONTRACT

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This contract entered into this 17th day of January 2017, by PermaTreat Pest and Termite Control, hereinafter called the "Contractor" or "PermaTreat" and the Commonwealth of Virginia, University of Mary Washington ("UMW" or the "University") and The City of Fredericksburg ("the City") separately referred to as the "Agency" and collectively as "Agencies". WITNESSETH that the Contractor and the Purchasing Agencies, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF CONTRACT: 2/1/2017 through 1/31/2019; with up to six (6) one year renewal options.

METHOD OF PAYMENT: Payments will be made by check to PermaTreat on a monthly basis 30 days after receipt of a properly completed and approved invoice in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984.

CONTRACT DOCUMENTS: The contract documents shall consist of (in order of precedence):

- A. This signed Contract with the scope and terms and conditions as described herein
- B. Negotiation response dated December 20, 2016
- C. Presentation response dated November 17, 2016
- D. Offeror's proposal received October 24, 2016
- E. Addendum dated October 5, 2016
- F. RFP solicitation issued September 23, 2016

ADDITIONAL PROVISION

PermaTreat shall support and have a representative at networking events coordinated by the University or the City of Fredericksburg annually. PermaTreat shall attend a maximum of four (4) events annually with a cap on the total registration fees for all events at \$500.00.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS: It is the University's intent in issuing the solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resulting contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms.

- A. The Contractor shall notify the University in writing of any such entities accessing the contract.
- B. No modification of the contract or execution of a separate agreement is required to participate.
- C. The Contractor shall provide quarterly usage reports for all entities accessing the contract.
- D. Participating entities will place their own orders directly with the Contractor and will fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University.



- E. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract.
- F. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.
- G. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

It has been agreed that any member of the Virginia Association of State College and University Purchasing Professionals (VASCUPP) may participate in the contracts resulting from this solicitation. VASCUPP is currently comprised of eleven (11) members who include: The College of William and Mary, George Mason University, James Madison University, Longwood University, Old Dominion University, Radford University, The University of Mary Washington, The University of Virginia, Virginia Commonwealth University, Virginia Military Institute and Virginia Tech.

CONTRACTOR RESPONSIBILITIES: PermaTreat shall furnish all labor, tools, materials, equipment, safety signs and supervision necessary to perform pest control services in and around all University and City of Fredericksburg buildings listed in Attachment A. Pest control service for the grounds and the utility tunnels outside of the buildings will be performed as required. The Contractor must be able to use Integrated Pest Management techniques to achieve long-term prevention of pests.

A. **PESTS:** Pests to be controlled include, but are not limited to, the following:

- | | |
|-----------|--------------|
| – ants | – mice |
| – bedbugs | – rats |
| – bees | – roaches |
| – fleas | – silverfish |
| – hornets | – wasps |

Other pests include flying insects which can be treated during routine service visits with standard equipment. Special service visits for flying insect control shall be provided at the contract hourly rates. PermaTreat will be reimbursed for the use or rental of special equipment needed for the control of flying insects provided the University or the City of Fredericksburg agrees to the rental fee prior to the use of the equipment and provided the cost is itemized on the invoice.

B. **TREATMENT:**

1. **Pest Program:** An initial "clean-out" service shall be performed in each location to eliminate all current infestations. The Contractor shall implement an ongoing integrated pest management program. The Contractor shall establish service schedules for maintaining a zero infestation based on the environment. It shall be the responsibility of the Contractor to remove and replace cover plates, access hatches, and doors, and to use the appropriate material in and around electrical apparatus and wiring in regard to pest elimination. All materials used must be registered with the Environmental Protection Agency (EPA) and comply with all Federal and State regulations. All pesticides shall be applied according to registered label directions. No pesticides shall be stored on premises. The Contractor shall be available for emergency call back treatments at no additional cost to the University or the City of Fredericksburg.



2. Rodent Program: The program shall consist of indoor and outdoor traps and baits. Each building shall have at least one bait station that is secured and tamper proof installed by the Contractor along the exterior. Only multiple catch traps, glue boards or bait stations approved by the Contract Administrator will be allowed indoors. A map shall be generated by the Contractor for each unit and must show the location of each bait station or trap in and around the particular building. Any other method the Contractor feels is necessary must be approved by the Contract Administrator prior to implementation.
3. Additional Pest Services: Any additional pests treated by the Contractor shall be specified along with the associated cost as an attachment to the Pricing Schedule.

C. SERVICE VISITS:

1. Scheduled Service: The Contractor shall perform regularly scheduled pest control operations per the schedule identified for each location in Attachment A, such as spraying outside of buildings and patching all holes. These scheduled days will be determined at the outset of the contract and remain constant throughout the contract unless changed by mutual agreement. The Contractor shall provide enough technicians to ensure that the pest control services are completed up to industry standards to ensure zero infestation. During scheduled visits, the Contractor will perform such additional service that may be required due to pest sightings or other similar type requests that are reported by the University or the City of Fredericksburg.

Service to the University and the City of Fredericksburg should be performed on the days agreed upon by each agency and the Contractor. The technician shall report to the Contract Administrator or designee at the location specified by each agency prior to beginning any treatments and should strive to complete services by the allotted time (usually 12pm) each day.

2. Unscheduled Service: The Contractor, within one (1) working day of being notified by the University or the City of Fredericksburg of any pest issue(s), shall provide labor and equipment to correct the problem and put the appropriate preventative measures in place. The charge for these services will be at the accepted Pest Technician hourly rates for unscheduled service visits.
3. Emergency Service: Pest complaints which the University or the City of Fredericksburg deems to be an emergency are to be treated within twenty-four (24) hours of the Contractor being notified of the problem.

D. SERVICE PROCEDURES:

1. The service must be performed by a CERTIFIED PEST CONTROL TECHNICIAN, who shall be in uniform at all times. The technician must have a current permit at all times during the contract period from the **Virginia Department of Agriculture and Consumer Services (VDACS)**. Evidence of such certification must be submitted with the proposal along with the resume(s) itemizing the qualifications and experience of the technician(s) assigned the account.
2. The Contractor is to provide a log book to maintain service records. The log book shall be divided into monthly sections. Log sheets provided by the Contractor are to be completed by the service technician after each service visit. Each entry is to provide at minimum the following information:
 - Contractor's representative
 - Location of service
 - Reason for service call



- Type of treatment – including concentrations and amount of pesticide applied
- Date and time completed

The Contractor is to report in the log book and to the Contract Administrator or designee any structural problems with the buildings, which are contributing to a pest problem.

3. On scheduled service days, the service technician will first report to the designated Facilities Services Department representative for the purpose of receiving work requests for specific pest control problems over and above the scheduled control operation.
4. All service visits will be scheduled at a time of day which will least interfere with normal operations.
5. For University pest control servicing - after having received work requests from the Facilities Services Department, the service technician must report to the University Police Office to check out keys needed to perform their work. These keys will be returned on the same day after the completion of the work.
6. For University pest control servicing, the Contractor must secure a parking pass from the Parking Management office and use only designated spaces for any vehicles on University property.
7. The Contractor shall carry a communication device, such as a mobile phone, while on University or City of Fredericksburg property.
8. The Contractor shall report any unsanitary conditions or unsatisfactory structural situation which could be potential pest nesting places or harbor age.
9. The Contractor shall report the evidence of termites and/or any other insects not covered by this contract.
10. All dead or dying rodents shall be removed and disposed of by the Contractor.
11. When and if fogging, or any other type treatment that would tend to make an area uninhabitable for any given time, is deemed necessary a mutually agreed upon date for such operation must be established at least one week prior.
12. No materials or equipment may be stored or left unattended on University or City of Fredericksburg property without express prior approval.
13. Agencies reserve the right to reject any Contractor employee who, in the agency's opinion, is not qualified to perform the work under this contract.
14. The Contractor must wear uniform, or other company apparel, and have proper identification at all times. The University and the City of Fredericksburg will not be responsible for supplying uniforms and will not provide reimbursement for uniform costs.
15. Labor hours charged under this contract shall be paid only for productive time. Time spent for preparation of estimates, transportation of workers, and material acquisition is not directly chargeable, but is overhead and may be included in the hourly rates provided in the Pricing Schedule. Breaks for lunch or other time the employees are away from the job site is not chargeable.

E. COORDINATION AND CONSULTATION:

1. The Contractor and each Contract Administrator or designee shall meet upon award of the contract to set time and days of operation, exchange names of coordinators and discuss other relevant matters.
2. The Contractor shall make available, upon request by the University or the City of Fredericksburg, a technically certified and registered person for consultations on Pest and Rodent Control.
3. The University, City of Fredericksburg and Contractor shall arrange to conduct meetings and orientation sessions to include facilities personnel, housekeeping staff and resident directors in an



- effort to improve knowledge of methods and service and discuss problem areas should they exist. As a minimum, the Contractor shall conduct the orientation meetings and sessions at the beginning of each school year.
4. The Contractor is to provide two (2) material safety data sheet book (MSDS), which includes a listing of products, used by the Contractor, specification sheets for each product, and first aid precautions.
 5. If the Contractor methods fail to provide desired results, the University or City of Fredericksburg will request a change of chemicals to more aggressively deal with the pest/insect problem.
- F. **INVOICING & REPORTING:** Invoices must be submitted no later than thirty (30) calendar days following the last day of the month in which the service was performed.
1. Each Agency will issue a Purchase Order (PO) for required and on-demand services. Neither Agency will be responsible for services ordered by a different Agency.
 2. The University will enter the PO for the full year of services, but payment will only be made for approved invoices submitted to the Contract Administrator or designee on a monthly basis or after the completion of on demand services or treatments.
 3. A copy of the work report form(s) with the information required and a copy of all paid invoices for parts, permits, if any, and materials must be attached to the invoice(s).
 4. All invoices must have the individual names, job title, and hours worked.
 5. All materials must be billed at the Contractor's list price. Copies of the original material invoices from the Contractor's supplier shall accompany all invoices when materials are used. Pages from list price book to be copied and item highlighted showing price minus discount are acceptable. No invoices will be accepted without documentation of material cost.
 6. No invoice will be paid if information on work ticket does not match the information on the billed invoice.
 7. The Contractor shall provide reports on a quarterly basis, or upon request, showing direct and subcontracting spend.



PEST CONTROL SERVICE SCHEDULE
EXPECTED FREQUENCY OF TREATMENT BY LOCATION

The treatment program at the University of Mary Washington and the City of Fredericksburg shall consist of three groups: Year-Round Program, Regular Program and Summer Program. The frequency of treatments for buildings within the Year-Round Program will remain consistent throughout the entire calendar year. The locations listed within the Regular and Summer Programs will have minor changes to the frequency of treatment depending on the time of year. Treatments shall cover all pests and shall also include the routine control of hornets and wasps (inside buildings) for each building for all programs:

- All locations (as applicable) – Basements, maids' closets, kitchenettes, kitchens, food preparation and serving areas, bathrooms, vending machines and trash rooms.
- Simpson Library – special emphasis shall be placed on the control of silverfish and american roaches.
- University Center – all areas to be treated including the 2nd floor game room and dining area, 3rd floor dining area, and 4th floor atrium (area between balcony and student dining). Excludes kitchen.
- Handle complaints in any other areas.

1. Year-Round Program: The Year-Round Program is in effect throughout the entire calendar year (January – December).

UNIVERSITY OF MARY WASHINGTON

Building Use	Location	Estimated Square Footage	Frequency
President House	Brompton	6,838	As needed
Administrative	Ridderhof-Martin Gallery	3,100	Once per quarter
Administrative	Gari Melchers Home & Studio	8,700	Once per quarter
Administrative	The James Monroe Museum	5,300	Once per quarter
Academic	duPont Hall	33,659	Once per month
Academic	Jepson Science Center	72,251	Once per month
Academic	Melchers Hall	14,058	Once per month
Academic	Monroe Hall	38,754	Once per month
Academic	Pollard Hall	21,743	Once per month
Academic	Trinkle Hall	49,762	Once per month
Administrative	Brent Hall	4,722	Once per month
Administrative	Dahlgren Campus	41,878	Once per month
Administrative	Fairfax House	2,085	Once per month
Administrative	George Washington Hall	47,268	Once per month
Administrative	Hamlet House	3,696	Once per month
Administrative	Heating Plant	8,289	Once per month
Administrative	Hurley Convergence Center	68,000	Once per month
Administrative	Marye House	5,576	Once per month



Building Use	Location	Estimated Square Footage	Frequency
Administrative	Physical Plant	44,697	Once per month
Administrative	Stafford Campus North	42,000	Once per month
Administrative	Stafford Campus South	45,000	Once per month
Administrative	Tyler House	1,655	Once per month
Athletic	Baseball Field Concession Area	1,000	Once per month
Athletic	Indoor Tennis Center	54,300	Once per month
Small House	Cornell House	1,000	Once per month
Small House	Framar Hall	5,258	Once per month
Small House	South Hall	33,694	Once per month
Academic	Woodard Campus Center	39,383	Twice per month
Administrative	Jepson Alumni Executive Center	22,937	Twice per month
Administrative	Seacobeck Hall	42,093	Twice per month
Administrative	University Center	65,000	Twice per month
Athletic	Anderson Center	57,187	Twice per month
Athletic	Fitness Center	19,585	Twice per month
Athletic	Goolrick Hall	85,003	Twice per month

CITY OF FREDERICKSBURG

Building	Location	Estimated Square Footage	Frequency
Cottage	1500 Washington Avenue	1,200	Once per quarter
Executive Plaza	601 Caroline Street	41,742	Once per quarter
Bass Ellison	608 Jackson Street	21,800	Once per month
Circuit Court	815 Princess Anne Street	14,120	Once per month
City Hall	715 Princess Anne Street	33,788	Once per month
City Shop	1000 Tyler Street	44,640	Once per month
Dixon Park Maintenance	1400 Dixon Street	5,000	Once per month
Dorothy Hart Community Center	406 Canal Street	11,638	Once per month
Fire Station #1	601 Princess Anne Street	6,935	Once per month
Fire Station #2	101 Altoona Drive		Once per month
Fredericksburg Museum	907 Princess Anne Street	8,019	Once per month
Fredericksburg Police	2200 Cowan Boulevard	35,000	Once per month
Heritage Center	900 Barton Street, Suite 1111	1,000	Once per month



Building	Location	Estimated Square Footage	Frequency
Juvenile Domestic Relations Court	615 Princess Anne Street	17,844	Once per month
Motts Run Reservoir	6600 Reservoir Road	1,744	Once per month
Public Restrooms	706 Caroline Street	1,218	Once per month
Storage Facility	1 Harkness Street	14,500	Once per month
Wastewater Treatment Plant	700 Beulah-Salisbury Road	3,500	Once per month

2. Regular Program: The Regular Program is in effect while school is in session; approximately 8 ½ months (August – May).

UNIVERSITY OF MARY WASHINGTON

Building Use	Location	Estimated Square Footage	Frequency
Academic	Lee Hall	55,660	Once per week
Administrative	Simpson Library	70,000	Once per month
Residence Hall	Alvey Hall	33,694	Twice per month
Residence Hall	Arrington Hall	33,694	Twice per month
Residence Hall	Ball Hall	28,992	Twice per month
Residence Hall	Bushnell Hall	36,296	Twice per month
Residence Hall	Custis Hall	13,344	Twice per month
Residence Hall	Eagle Landing – North & South	244,207	Twice per month
Residence Hall	Jefferson Hall	45,510	Twice per month
Residence Hall	Madison Hall	13,344	Twice per month
Residence Hall	Marshall Hall	39,828	Twice per month
Residence Hall	Mason Hall	46,434	Twice per month
Residence Hall	Mercer Hall	46,434	Twice per month
Residence Hall	Randolph Hall	43,734	Twice per month
Residence Hall	Russell Hall	8,448	Twice per month
Residence Hall	UMW Apartments – 10 Buildings	141,390	Twice per month
Residence Hall	Virginia Hall	46,102	Twice per month
Residence Hall	Westmoreland Hall	27,510	Twice per month
Residence Hall	Willard Hall	44,870	Twice per month

3. Summer Program: The Summer Program is in effect while school is not in session; approximately 3 months (June – August). Each individual room must be treated in the Residence Halls.



UNIVERSITY OF MARY WASHINGTON

Building Use	Location	Estimated Square Footage	Frequency
Academic	Lee Hall	55,660	Twice per month
Administrative	Simpson Library	70,000	Twice per month
Residence Hall	Alvey Hall	33,694	Once per month
Residence Hall	Arrington Hall	33,694	Once per month
Residence Hall	Ball Hall	28,992	Once per month
Residence Hall	Bushnell Hall	36,296	Once per month
Residence Hall	Custis Hall	13,344	Once per month
Residence Hall	Eagle Landing – North & South	244,207	Once per month
Residence Hall	Jefferson Hall	45,510	Once per month
Residence Hall	Madison Hall	13,344	Once per month
Residence Hall	Marshall Hall	39,828	Once per month
Residence Hall	Mason Hall	46,434	Once per month
Residence Hall	Mercer Hall	46,434	Once per month
Residence Hall	Randolph Hall	43,734	Once per month
Residence Hall	Russell Hall	8,448	Once per month
Residence Hall	UMW Apartments – 10 Buildings	141,390	Once per month
Residence Hall	Virginia Hall	46,102	Once per month
Residence Hall	Westmoreland Hall	27,510	Once per month
Residence Hall	Willard Hall	44,870	Once per month

CITY OF FREDERICKSBURG

Building Use	Location	Estimated Square Footage	Frequency
Dixon Park Concession	1300 Dixon Street	1,000	Once per month
Dixon Pool	1400 Dixon Street	5,000	Once per month



CONTRACT PRICING
PRICING AND PAYMENT TERMS

Payment will be made monthly upon receipt of a valid invoice and after approval by the Contract Administrator. As needed visits shall be billed on a time and materials basis using the relevant hourly rates. Supporting documentation and receipts for chemicals and materials used must be submitted with the invoice to the Contract Administrator in order for payment to be approved.

To be considered eligible for payment, **all invoices must be received at the following addresses and should reference the purchase order and contract numbers:**

Services provided to the University:
University of Mary Washington
Attn: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401

Services provided to the City of Fredericksburg:
City of Fredericksburg
Attn: Accounts Payable
PO Box 7447
Fredericksburg, VA 22404-7447

PermaTreat agrees to provide the services, to include all labor, services and materials, in compliance with the statement of need and all terms and conditions of this Request for Proposals, at the following contract prices.

LABOR RATES

These rates only apply to unscheduled and as needed visits. Overtime rates apply after hours (Monday-Friday 5pm-8am; Saturday-Sunday).

Job/Service Title	Regular Hourly Rates	Overtime Hourly Rates
Pest Control Technician	\$100.00	\$150.00
Spot Termite Treatment	\$200.00	\$400.00
Carpenter Ant Treatment	\$150.00	\$300.00

BED BUGS

Bed Bug Inspection: Constantly trained PermaTreat inspectors; bedbug DNA swab tests and bedbug monitors.

Bed Bug Treatment: Custom treatments include: steam treatment, localized fumigation, insecticide treatment and mechanical means.

Service	Regular Hourly Rates	Overtime Hourly Rates
Bed Bug Inspection	\$25.00	\$50.00
Bed Bug Treatment	\$350.00	\$500.00



SERVICE RATES

UNIVERSITY OF MARY WASHINGTON

Year-Round Program

Location	Estimated Square Footage	Frequency	Monthly/Quarterly Rate
Ridderhof-Martin Gallery	3,100	Once per quarter	\$40.00
Gari Melchers Home & Studio	8,700	Once per quarter	\$40.00
The James Monroe Museum	5,300	Once per quarter	\$40.00
duPont Hall	33,659	Once per month	\$30.00
Jepson Science Center	72,251	Once per month	\$30.00
Melchers Hall	14,058	Once per month	\$25.00
Mercer Hall	46,434	Once per month	\$30.00
Monroe Hall	38,754	Once per month	\$30.00
Pollard Hall	21,743	Once per month	\$35.00
Trinkle Hall	49,762	Once per month	\$35.00
Brent Hall	4,722	Once per month	\$30.00
Dahlgren Campus	41,878	Once per month	\$35.00
Fairfax House	2,085	Once per month	\$30.00
George Washington Hall	47,268	Once per month	\$35.00
Hamlet House	3,696	Once per month	\$25.00
Heating Plant	8,289	Once per month	\$25.00
Hurley Convergence Center	68,000	Once per month	\$30.00
Marye House	5,576	Once per month	\$25.00
Physical Plant	44,697	Once per month	\$30.00
Stafford Campus North	42,000	Once per month	\$30.00
Stafford Campus South	45,000	Once per month	\$30.00
Tyler House	1,655	Once per month	\$25.00
Baseball Field Concession Area	1,000	Once per month	\$10.00
Indoor Tennis Center	54,300	Once per month	\$20.00
Cornell House	1,000	Once per month	\$15.00
Framar Hall	5,258	Once per month	\$25.00



Location	Estimated Square Footage	Frequency	Monthly/Quarterly Rate
South Hall	33,694	Once per month	\$30.00
Woodard Campus Center	39,383	Twice per month	\$50.00
Jepson Alumni Executive Center	22,937	Twice per month	\$50.00
Seacobeck Hall	42,093	Twice per month	\$50.00
University Center	65,000	Twice per month	\$50.00
Anderson Center	57,187	Twice per month	\$50.00
Fitness Center	19,585	Twice per month	\$50.00
Goolrick Hall	85,003	Twice per month	\$50.00

Regular Program

Location	Estimated Square Footage	Frequency	Monthly Rate
Lee Hall	55,660	Once per week	\$130.00
Simpson Library	70,000	Once per month	\$30.00
Alvey Hall	33,694	Twice per month	\$50.00
Arrington Hall	33,694	Twice per month	\$50.00
Ball Hall	28,992	Twice per month	\$50.00
Bushnell Hall	36,296	Twice per month	\$50.00
Custis Hall	13,344	Twice per month	\$50.00
Eagle Landing – North & South	244,207	Twice per month	\$100.00
Jefferson Hall	45,510	Twice per month	\$50.00
Madison Hall	13,344	Twice per month	\$50.00
Marshall Hall	39,828	Twice per month	\$50.00
Mason Hall	46,434	Twice per month	\$50.00
Randolph Hall	43,734	Twice per month	\$50.00
Russell Hall	8,448	Twice per month	\$50.00
UMW Apartments – 10 Buildings	141,390	Twice per month	\$100.00
Virginia Hall	46,102	Twice per month	\$50.00
Westmoreland Hall	27,510	Twice per month	\$50.00
Willard Hall	44,870	Twice per month	\$50.00



Summer Program

Location	Estimated Square Footage	Frequency	Monthly Rate
Lee Hall	55,660	Twice per month	\$50.00
Simpson Library	70,000	Twice per month	\$50.00
Alvey Hall	33,694	Once per month	\$30.00
Arrington Hall	33,694	Once per month	\$30.00
Ball Hall	28,992	Once per month	\$30.00
Bushnell Hall	36,296	Once per month	\$30.00
Custis Hall	13,344	Once per month	\$25.00
Eagle Landing – North & South	244,207	Once per month	\$60.00
Jefferson Hall	45,510	Once per month	\$30.00
Madison Hall	13,344	Once per month	\$25.00
Marshall Hall	39,828	Once per month	\$30.00
Mason Hall	46,434	Once per month	\$30.00
Randolph Hall	43,734	Once per month	\$30.00
Russell Hall	8,448	Once per month	\$25.00
UMW Apartments – 10 Buildings	141,390	Once per month	\$50.00
Virginia Hall	46,102	Once per month	\$30.00
Westmoreland Hall	27,510	Once per month	\$25.00
Willard Hall	44,870	Once per month	\$25.00

CITY OF FREDERICKSBURG

Year-Round Program

Location	Estimated Square Footage	Frequency	Monthly/Quarterly Rate
Cottage	1,200	Once per quarter	\$25.00
Executive Plaza	41,742	Once per quarter	\$30.00
Bass Ellison	21,800	Once per month	\$30.00
Circuit Court	14,120	Once per month	\$30.00
City Hall	33,788	Once per month	\$30.00
City Shop	44,640	Once per month	\$30.00
Dixon Park Maintenance	5,000	Once per month	\$25.00



Location	Estimated Square Footage	Frequency	Monthly/Quarterly Rate
Dorothy Hart Community Center	11,638	Once per month	\$25.00
Fire Station #1	6,935	Once per month	\$25.00
Fire Station #2	6,935	Once per month	\$25.00
Fredericksburg Museum	8,019	Once per month	\$25.00
Fredericksburg Police	35,000	Once per month	\$30.00
Heritage Center	1,000	Once per month	\$20.00
Juvenile Domestic Relations Court	17,844	Once per month	\$30.00
Motts Run Reservoir	1,744	Once per month	\$30.00
Public Restrooms	1,218	Once per month	\$30.00
Storage Facility	14,500	Once per month	\$25.00
Wastewater Treatment Plant	3,500	Once per month	\$30.00

Summer Program

Location	Estimated Square Footage	Frequency	Monthly Rate
Dixon Park Concession	5,000	Once per month	\$25.00
Dixon Pool	1,000	Once per month	\$10.00

EQUIPMENT PRICING:

The Contractor shall bill the appropriate Agency for any owned or rental equipment that is necessary to complete a job at the actual rate with no mark-ups such as cost plus a percentage of cost. The Contractor shall submit a copy of the invoice to the appropriate Agency prior to submitting an invoice. Whenever possible, the Contractor will mitigate the equipment costs each Agency will incur by maximizing the shared use of such equipment.



GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract:

<http://adminfinance.umw.edu/procurement/umw-policies-and-procedures-2/> .

NOTE: The University's Mandatory and Non-Negotiable Terms also apply to the City of Fredericksburg for the purposes of this Contract.

SPECIAL TERMS AND CONDITIONS:

- A. ADDITIONAL SERVICES:** The University and the City of Fredericksburg reserve the right to request the Contractor to provide additional services under similar market-based pricing, and terms and conditions, to make modifications or enhancements. Such additional services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional services shall be provided to the Agencies at favored nations pricing, terms, and conditions.
- B. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by both Agencies, whichever is sooner. Each Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.
- C. AUTHORIZATION TO DO BUSINESS IN VIRGINIA:** Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor shall not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.
- D. ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- E. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that each Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. CALL-BACK COSTS:** Contractor shall be responsible for any costs associated with repeat site visits and treatments for the same issue at the same building location. If an issue is not remedied after the initial call, Contractor is held responsible for any costs associated with additional call backs and fixing the issue to the Agency's satisfaction. If issue is not fixed within a timely manner to the Agency's satisfaction, Contractor shall be responsible to reimburse the ordering Agency for any costs incurred to remedy the problem that the Contractor has not fixed (i.e. hire a second contractor to rectify the issue).
- G. CANCELLATION OF CONTRACT:** Each Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by any party, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) days written



notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.

- H. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- I. **EXCLUSIVITY:** The University and the City of Fredericksburg reserve the right to procure any services covered under this contract from a third party when, in the University's or the City of Fredericksburg's sole discretion, it is deemed to be in the University's or the City of Fredericksburg's best interest.
- J. **EXTRA CHARGES PROHIBITED:** The contract price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the contractor shall not be honored nor paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. These costs, as well as all contractor business expenses are assumed to be built into the contractor's quoted price.

Credit card "check-out fees" or surcharges MUST be disclosed as a flat fee or percentage of invoice total with the offer, and shall be considered in the evaluation process. The Agencies reserve the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.

- K. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, the City of Fredericksburg and the University of Mary Washington its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, good or equipment delivered.
- L. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by §1261 of Title 15 of the United States Code (USC) or "Pesticides" as defined in §136 of Title 7 of the United States Code, then the offeror, by submitting their 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 offeror 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 offeror to submit such data sheets may be cause for a lower score for the proposal.



N. PERMITS:

- i. The Contractor shall be responsible to obtain all necessary permits for work directed under this contract. Payment for such will be made on the basis of invoiced/billed cost to the Contractor.
- ii. The Contractor shall comply with all applicable federal, state and local laws, codes and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property.

O. PRICE ESCALATION/DE-ESCALATION:

- i. Price adjustments may be permitted for changes in the contractor's cost of materials. No price increases will be authorized for one hundred and twenty (120) calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each sixty (60) days thereafter and only where verified to the satisfaction of the Procurement office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University or the City of Fredericksburg.
- ii. Contractor shall give not less than thirty (30) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:
 - a. Verify that the requested price increase is general in scope and not applicable just to the University or the City of Fredericksburg.
 - b. Verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
- iii. The Procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Procurement office.

P. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

Q. RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff.

R. RENEWAL OF CONTRACT: This contract may be renewed by the University and the City for six (6) successive one year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the University and the City of Fredericksburg's intention to renew will be given approximately ninety (90) days prior to the expiration date of each contract period. The University or the City of Fredericksburg can separately elect not to renew their portion of this contract without penalty to the other agency.



- i. If the agency elects to exercise the option to renew the contract for an additional one year period, the contract price(s) for the additional one year shall not exceed the contract prices of the original contract increased/decreased by the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- ii. If during any subsequent renewal periods, the agency elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-W Section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

S. STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, and the City of Fredericksburg strictly forbid harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth, the University and the City of Fredericksburg will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. The Commonwealth, the University and the City of Fredericksburg expressly prohibit workplace violence. Prohibited conduct includes but is not limited to:

- i. Injuring another person physically;
- ii. Engaging in behavior that creates a reasonable fear of injury to another person;
- iii. Engaging in behavior that subjects another individual to extreme emotional distress;
- iv. Possessing, brandishing, or using a weapon that is not required by the individual's position while on state premises or engaged in state business;
- v. Intentionally damaging property;
- vi. Threatening to injure an individual or to damage property;
- vii. Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and
- viii. Retaliating against any employee who, in good faith, reports a violation of this policy

Violations of the above standards of conduct may result in requests for apparent offenders to temporarily or permanently leave the workplace.

Definitions:

- i. **Workplace:** Any location, either permanent or temporary, where an employee or third party performs any work-related duty. This includes, but is not limited to, the buildings and the surrounding perimeters, including the parking lots, field locations, alternate work locations, and travel to and from work assignments.
- ii. **Third parties:** Individuals who are not state employees, but who have business interactions with state employees. Such individuals include, but are not limited to:
 - a. Customers, including applicants for state employment or services
 - b. Vendors/Contractors
 - c. Volunteers
 - d. Relatives
 - e. Unknown parties



- iii. Workplace Violence: Any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees or third parties. It includes, but is not limited to, beating, stabbing, suicide, shooting, rape, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, shouting or swearing.

Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia

- T. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University and the City of Fredericksburg. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- U. **TERMINATION BY THE UNIVERSITY FOR CONVENIENCE:** The University and the City of Fredericksburg may terminate any resulting contract at any time for convenience, in whole or in part, upon giving the Contractor sixty (60) days written notice of such termination. The Contractor shall receive as full compensation for termination and assignment the following:
 - i. All amounts due for work performed subsequent to the latest Request for Payment through the date of termination.
 - ii. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence; and
 - iii. Upon payment of the forgoing, the University and the City of Fredericksburg shall have no further obligations to the Contractor of any nature.
- V. **TERMINATION WITH CAUSE:** UMW and the City of Fredericksburg shall have the right to terminate any resulting contract agreement immediately upon written notice to the Contractor if the Contractor:
 - i. Is adjudicated insolvent or declares bankruptcy;
 - ii. Fails to make available as agreed to the compensation to University or the City of Fredericksburg of any sum due pursuant to the agreement within thirty (30) days following Contractor's receipt of written notice from the University or the City of Fredericksburg that such compensation is past due; or
 - iii. Shall be in material breach of the contract which breach the Contractor fails to cure within thirty (30) days of the Contractor's receipt of written notice from the University or the City of Fredericksburg specifying such breach (including time, place and person(s) involved).
- W. **USE OF PREMISES AND REMOVAL OF DEBRIS:** The contractor shall
 - i. Perform the contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - ii. Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - iii. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - iv. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end at all times the site of the work shall present a neat, orderly and workmanlike appearance.
 - v. Park vehicles in designated areas. Contractor shall obtain approval from the Office of Parking Management for parking in other areas.



X. WARRANTY OF MATERIALS AND WORKMANSHIP:

- i. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective.
- ii. This warranty of materials and workmanship is separate and independent from, and in addition to, any of the contractor's other guarantees or obligations in this contract.

Y. WORK ESTIMATES (TIME AND MATERIALS WORK): Work completed as time and material shall have a non-binding written estimate of the total costs to complete the work required furnished to the University or the City of Fredericksburg by the Contractor. The estimate must include all labor categories, the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at 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 the University or the City of Fredericksburg determines that the estimated price is not fair and reasonable, the University or the City of Fredericksburg has the right to ask the Contractor to re-evaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the University or the City of Fredericksburg 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, followed by an eVA purchase order, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor's personnel shall log in with the designated contract administrator each day before and after to confirm labor hours.

Z. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the University or the City of Fredericksburg's satisfaction at the Contractor's expense.

AA. WORK SITE USE: The Contractor expressly undertakes, either directly or through its Subcontractors:

- i. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work;
- ii. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the Agency's use of the facilities.
- iii. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- iv. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- v. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval from the appropriate Contract Administrator for parking in other areas.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia's Procurement Manual for Institutions of Higher Education and their Vendors or the City of Fredericksburg City Code, as applicable

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

PermaTreat Pest and Termite Control

Signature: Kevin C Walsh

Name: Kevin C Walsh

Title: Director of Service

Date: January 25, 2017

FEIN#: 54-0806960

PURCHASING AGENCY

University of Mary Washington

Signature: Melva A. H. Kishpaugh

Name: MELVA A. H. KISHPAUGH

Title: INTERIM DIRECTOR, PROC.

Date: 1/30/2017

PURCHASING AGENCY

City of Fredericksburg

Signature: Timothy J. Baroody

Name: Timothy J. Baroody

Title: CITY MANAGER

Date: 1/27/2017

Approved as to form:

Bob Eckstrom
Assistant City Attorney

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 2:2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

