



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

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FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8351 Fax: (540) 422-8355
Andy.johnson.fin@fauquiercounty.gov

February 13, 2025

Eagle Pest Elimination Services, Inc.
6530 Commerce Ct., #500
Warrenton, VA. 20187

Attn: Joey Trivett

RE: Renewal 1—**County Use: EPES43-24mrc**— Pest Control and /or Integrated Management

School Use: 122-24mrc

Fauquier County Government wishes to exercise its option to renew the above referenced contract for a one-year period. The renewal period will be from **March 31, 2025, through April 1, 2026**.

It is understood and agreed that all terms, conditions, and prices will remain the same during the contract renewal period indicated above. Please forward a current Certificate of Insurance, with **“Fauquier County Government endorsed as additional insured”**.

If this is agreeable with your company, **please sign and return this contract renewal letter upon receipt**. If you have any questions pertaining to this renewal, please do not hesitate to contact me. A copy of the fully executed contract renewal will be returned for your files.

Sincerely,

Andy Johnson
Procurement Officer I

Eagle Pest Elimination Services, Inc.

By: Joey Trivett
Title: Account Executive
Date: 02/17/2025

Fauquier County Government & Schools

By: Kristen Hylton
Title: Procurement Manager
Date: 2/29/2025

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-1	LABOR: Hourly Rate, Reference Section 2.5		Integrated Pest Management & Non- Integrated Pest Management	Per Hour	1	IPM/PC	\$ 80.00	\$ 80.00
#0-2	Termite Treatment Rates, Reference Section 2.3		Integrated Pest Management & Non- Integrated Pest Management	Per Linear Foot (Exterior/Interior walls and foundations)	1	PC	\$ 3.50	\$ 3.50
#0-3	Termite Treatment Rates, Reference Section 2.3		Integrated Pest Management & Non- Integrated Pest Management	Per Square Foot (Floors)	1	PC	\$ 3.50	\$ 3.50
#0-4	Termite Warranty Period		Integrated Pest Management & Non- Integrated Pest Management	Number of Years	1	PC	\$ 2.00	\$ 2.00
#0-5	Adult Learning Center 775 Old Waterloo Street, Warrenton, VA	4500 sf	Integrated Pest Management	Per Treatment (monthly)	12	.IPM.	\$ 75.00	\$ 900.00
#0-6	Auburn Middle School 7270 Riley Road Warrenton, VA	118443 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-7	C. M. Bradley Elementary School 674 Hastings Lane Warrenton, VA	63660 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-8	Brumfield Elementary 550 Alwington Blvd Warrenton, VA 20186	73506 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-9	Cedar Lee Middle School 11138 Marsh Road Bealeton, VA	139042 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-10	Central Building A 30 EAST SHIRLEY AVENUE, WARRENTON, VA 20186	10205 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-11	Central Building B 30 EAST SHIRLEY AVENUE, WARRENTON, VA 20186	10205sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-12	Coleman Elementary, 4096 Zulla Rd, Marshall VA	54311 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-13	Construction Management 124 Manor Court, Suite 5 Warrenton, VA	888 sf	Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00
#0-14	Facilities/ Construction Management 124 Manor Court, Suite 5 Warrenton, VA	864 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 780.00
#0-15	Fauquier High School 705 Waterloo Road Warrenton, V	310728 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 110.00	\$ 1,320.00
#0-16	Nutrition Office 124 Manor Court, Site 10 Warrenton, VA	1776 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-17	Grace Miller Elementary School 6248 Catlett Road Bealeton, VA	70044 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-18	Greenville Elementary School 7389 Academic Ave Nokesville, VA	80228 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-19	Kettle Run High School 7403 Academic Ave. Nokesville, VA	229649 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 110.00	\$ 1,320.00
#0-20	Liberty High School 6300 Independence Ave. Bealeton, VA	244514 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 110.00	\$ 1,320.00
#0-21	Marshall Middle School 4048 Zulla Road The Plains, VA	102855 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 95.00	\$ 1,140.00
#0-22	Mary Walter Elementary School 4529 Morrisville Rd Bealeton, VA	66487 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-23	Outdoor Lab 769 Waterloo Rd Warrenton, VA	1800 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 780.00
#0-24	H. M. Pearson Elementary School 9347 Bastable Mill Rd Catlett, VA	63307 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-25	M. M. Pierce Elementary School 12074 James Madison St. Remington, VA	75508 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-26	C. Hunter Ritchie Elementary School 4416 Broad Run Church Rd New Baltimore, VA	65144 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-27	School Board Offices, 320 Hospital Road, Warrenton VA (Suite 40)	8000 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-28	P. B Smith Elementary School 6176 Dumfries Rd Warrenton, VA	66747 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-29	Southeastern Alternative School 4484 Catlett Rd Midland, VA	19563 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-30	Computer Services 765 Waterloo Street Warrenton, VA	3066 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-31	Claude Thompson Elementary School 3284 Rectortown Rd Marshall, VA	49790 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00
#0-32	Transportation Department 136 Manor Court Warrenton, VA	2865 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-33	W. C. Taylor Middle School 244 Waterloo Street Warrenton, VA	94735 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 95.00	\$ 1,140.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-34	Environmental Services, 6438 College Street	6093 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-35	Scale Building, 8499 Binham Road,	200 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-36	Markham Collection Site 3294 Leeds Manor Rd. Markham, VA 22643	100 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-37	Marshall Collection Site 7592 John Marshall Hwy. Marshall, VA 20115	100 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-38	New Baltimore Collection Site 5468 Old Alexandria Pike Warrenton, VA 20187	100 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-39	Catlett Collection Site 3157 Gaskin Lane Catlett, VA 20119	100 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-40	Remington Recycling Site 113 S. James Madison St. Remington, VA 22736	100 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-41	Morrisville Collection Site 12724 Shipps Store Rd. Bealeton, VA 22742	100 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-42	Markham Collection Site 3294 Leeds Manor Rd. Markham, VA 22643	144 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-43	Marshall Collection Site 7592 John Marshall Hwy. Marshall, VA 20115	144 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-44	New Baltimore Collection Site 5468 Old Alexandria Pike Warrenton, VA 20187	144 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-45	Catlett Collection Site 3157 Gaskin Lane Catlett, VA 20119	144 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-46	Remington Recycling Site 113 S. James Madison St. Remington, VA 22736	144 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-47	Morrisville Collection Site 12724 Shipps Store Rd. Bealeton, VA 22742	144 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-48	Adult Court Services 70 Culpeper St., Warrenton, Va.	3700 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-49	Spiritworks 62 Culpeper Street Warrenton, Va.	2400 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-50	Tufts Building 210 Hospital Dr.ive Warrenton, Va.	3,456 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-51	#18 Schoolhouse 7592 Main Street Marshall, Va. 20115	756 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-52	Virginia Extension Office 24 Pelham Warrenton, Va. 20186	5,184 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-53	Harvey Pearson Armory 692 Waterloo Rd., Warrenton, Va. 20186	18,200 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00
#0-54	Sheriff's Department 78Lee Street Warrenton, Va.	15,398 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-55	Sheriff's Storage Building 62 Lee Street Warrenton, Va. 20186	2,600 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 780.00
#0-56	Magistrates Office 78 W. Lee Street Warrenton, Va. 20186	864 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 780.00
#0-57	Adult Detention Center 50 Lee Street Warrenton, Va. 20186	13,254 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 110.00	\$ 1,320.00
#0-58	New Courthouse Building 29 Ashby Street Warrenton, Va. 20186	41,626 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-59	Gen. District Court 6 Main Street Warrenton, Va. - 20186	6,286 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-60	John Marshall Building Juvenile Probation 14 Main Street Warrenton, Va 20186	8,609 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 780.00
#0-61	Warren Green Bulding 10 Hotel Street Warrenton, Va. 20186	13,523 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
#0-62	Catlett Trash Convenience Site 3157 Gaskins Lane 20119 Catlett, Va.	80 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-63	Marshall Trash Convenience Site 7592 E. Main Street Marshall, Va. 20115	80 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-64	911 Safety Tower Site Chuck Kuhler, Contact 3525 Ensors Shop Road Midland, Va. 22728 -	288 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-65	911 Safety Tower Site Chuck Kuhler, Contact 5370 Freezeland Rd. Linden, Va. 22642	288 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-66	911 Safety Tower Site Chuck Kuhler , Contact 13360 Newbys Shop Rd. Remington, Va. 22734	288 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-67	Warrenton Community Center Building A 430 East Shirley Avenue Warrenton, Va. 20186	10,143 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00
#0-68	Warrenton Community Center Building B 430 East Shirley Avenue Warrenton, Va. 20186	10,143 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00
#0-69	Warrenton Community Center Building C 430 East Shirley Avenue Warrenton, Va. 20186	10,143 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00
#0-70	Casner Property 8788 Green Road Warrenton, Va. 20186	1,341 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00
#0-71	Crocket Park Rangers House 10068 Rogues Road Midland, Va. 20186	880 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-72	Crocket Park Maintenance Shop 10066 Rogues Road Midland, Va. -22728	1,678 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-73	Vint Hill Larry Weeks Pool /Concession 4248 Bludau Drive Warrenton, Va. 20186	2,560 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
#0-74	Monroe Park Assay Office 14421 Gold Dust Parkway Goldvein, Va. 22720	720 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 45.00	\$ 540.00
#0-75	Monroe Park Bunkhouse 14421 Gold Dust Parkway Goldvein, Va. 22720	512 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 45.00	\$ 540.00
#0-76	Monroe Park Mess Hall 14421 Gold Dust Parkway Goldvein, Va. 22720	920 sf	Non- Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 45.00	\$ 540.00
#0-77	Northern Fauquier Community Park 4155 Monroe Parkway Marshall, Va. , 20115	1,106 sf	Non- Integrated Pest Management	Per Treatment	12	PC	\$ 65.00	\$ 780.00
#0-78	Vint Hill Theater 4225 Aiken Drive Warrenton, Va.- 20186	4,769 sf	Non- Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00
#0-79	Vint HILL Provost Building #1 4260 Blaudau Dr. Warrenton, Va. 20186	3,980 sf	Non- Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-80	Vint Hill Dispensory 4227 Bludau Drive Warrenton, Va. 20186	9,234 sf	Non- Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00
#0-81	Vint Hill Community Center 4235 Aiken Drive Warrenton, Va. 20186	26,535 sf	Non- Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00
#0-82	Fleet Maintenance 92 Manor Court Warrenton, Va. 20186	14,139 sf	Non- Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00
#0-83	Maintenance Division 98 Manor Court Warrenton, Va. 20186	11,664 sf	Non- Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00
#0-84	Alice Jane Childs Building 320 Childs Bldg Warrenton, Va. 20186	39,691 sf	Non- Integrated Pest Management	Per Treatment	12	IPM	\$ 75.00	\$ 900.00
#0-85	Warrenton Library 11 Winchester Street Warrenton, Va. 20186	16,000 sf	Non- Integrated Pest Management	Per Treatment	12	IPM	\$ 75.00	\$ 900.00
#0-86	JB Payne Bldg (Old Library) 2 Courthouse Square Warrenton, Va. 20186	3,700 sf	Non- Integrated Pest Management	Per Treatment	12	IPM	\$ 75.00	\$ 900.00
#0-87	Marshall Community Center Library 4133 Rectortown Road Marshall, Va. 201145	1,600 sf	Non- Integrated Pest Management	Per Treatment	12	IPM	\$ 75.00	\$ 900.00

#	Item Name	Estimated SqFt Per Location	Type of Service Required:	Unit Of Measure	Quantity Required	No Bid = N/A for "Not Applicable"	Unit Price	Total Cost
#0-88	Bealeton Branch Library 10877 Willow Driv Bealeton, Va. 22712	11480 sf	Non- Integrated Pest Management	Per Treatment	12	IPM	\$ 75.00	\$ 900.00
#0-89	Warrenton Community Center Adult Care - Main Buildilng 430 East Shirley Avenue Warrenton, Va. 20186	5,727 sf	Non- Integrated Pest Management	Per Treatment	12	IPM	\$ 75.00	\$ 900.00
#0-90	New Baltimore Trash Convenience Site 5468 Old Alex. Turnpike Warrenton, Va. 20186	80 sf	Non- Integrated Pest Management	Per Treatment	12	PC	\$ 65.00	\$ 780.00
#0-91	Buildings and Grounds Office 100 Manor Court Warrenton, Va. 20186	2,304	Non- Integrated Pest Management	Per Treatment	1	PC	\$ 65.00	\$ 65.00



FAUQUIER COUNTY GOVERNMENT
Contract # EPES 43 24mrc
Pest Control and/or
Integrated Pest Management
Services

This Agreement is made and entered into this 22nd day of March, 2024, by Fauquier County, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" (such reference is for the matter of convenience only) and Eagle Pest Elimination Services, Inc., having its principal place of business at 6530 Commerce Ct. # 500, Warrenton, VA 20187, hereinafter referred to as "Contractor".

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

SCOPE OF SERVICES: The Contractor shall provide Pest Control and/or Integrated Pest Management services and other related services on an as needed basis to the Owner, as set forth in the Contract Documents.

COMPENSATION: The Owner will pay and the Contractor will accept in full consideration for services rendered during the contract term the fees as set forth within the referenced IFB Submission labeled Exhibit A.

CONTRACT PERIOD: Date of Award through April, 2025. This Contract may be extended up to four (4) times, for one (1) additional year per extension, upon the request of the Fauquier County Government and written agreement by Contractor.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of Insurance Checklist;
- (2) General Terms & Conditions, State Corporation Commission Form, and No Crimes Against Children;
- (3) Exhibit A: Contractor proposal submitted under IFB 43-24mr issued on January 24, 2024, inclusive of any Addenda and/or Attachments, and IFB 43-24mr which is incorporated herein by reference;

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

	Eagle Pest Elimination Services, Inc.		Fauquier County, a political subdivision of the Commonwealth of Virginia
By:	<u>R. L.</u>	By:	<u>Jeff Campbell</u>
Title:	ACCOUNT MANAGER	Title:	Procurement Manager
Date:	4/22/24	Date:	4/25/2024



APPROVED AS TO FORM

COUNTY ATTORNEY

4/19/24



FAUQUIER COUNTY SCHOOL BOARD
Contract #122-24mrc
Pest Control and/or
Integrated Pest Management
Services

This Agreement is made and entered into this 29th day of April, 2024, by the Fauquier County School Board, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" (such reference is for the matter of convenience only) and Eagle Pest Elimination Services, Inc., having its principal place of business at 6530 Commerce Ct, # 500, Warrenton, VA 20187, hereinafter referred to as "Contractor".

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

SCOPE OF SERVICES: The Contractor shall provide Pest Control and/or Integrated Pest Management services and other related services on an as needed basis to the Owner, as set forth in the Contract Documents.

COMPENSATION: The Owner will pay and the Contractor will accept in full consideration for services rendered during the contract term the fees as set forth within the referenced IFB Submission labeled Exhibit A.

CONTRACT PERIOD: **Date of Award through April 1, 2025.** This Contract may be extended up to four (4) times, for one (1) additional year per extension, upon the request of the Fauquier County Public Schools and written agreement by Contractor.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (3) Fauquier County Government contract # EPES43-24mrc inclusive of Exhibit A: Contractor proposal submitted under IFB 43- 24mr issued on January 24, 2024, inclusive of any Addenda and/or Attachments, and IFB 43-24mr which is incorporated herein by reference;

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

	Eagle Pest Elimination Services, Inc.		Fauquier County School Board, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Account Manager	Title:	Procurement Manager
Date:	4/30/2024	Date:	4/30/2024



FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services

**DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST**

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> (figures denotes minimum)
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "I" on liability coverage)
<u>—</u>	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
<u>—</u>	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
<u>—</u>	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<u>—</u>	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
<u>X</u>	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified Checklist to Fauquier County and/or Fauquier County School Board in stipulations in Code of Virginia Section 38.2-231.	on this accordance with the timelines and
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Eagle Pest Elimination Services INC.

FIRM

Joey Trivett

SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Officer or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Officer's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Officer to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
- COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Officer's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

- CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Officer has questions about the specifications or other solicitation documents, the prospective Bidder/Officer should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Officer to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.
 - The official time used in the receipt of bids/proposals is that time stamp within the Bonsfire Portal.
 - Late bids/proposals/modifications will be returned to the Bidder/Officer UNOPENED, if solicitation number, acceptance date and Bidder/Officer's return address is shown on the container.
 - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- WITHDRAWAL OF BIDS/PROPOSALS:**
A Bidder/Officer for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - Bids/Proposals may be withdrawn on written request from the Bidder/Officer received at the address shown in the solicitation prior to the time of acceptance.
 - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Officer or of another bidder/Officer in which the ownership of the withdrawing bidder/Officer is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Officer that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
- ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Officer. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Officer. Bidders/Officer's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

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IFB/RFP NUMBER**TITLE****BID/PROPOSAL DUE DATE AND TIME****VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner 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 Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/Performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
 - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- a. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- b. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

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

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner's website(s) or third-party programs accessed through Owner's website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled "Accessibility of State and Local Government Websites to People with Disabilities," available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner's web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.

52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- Purchase Order Number,
- Name of Article and Stock Number,
- Quantity Ordered,
- Quantity Shipped,
- Quantity Back Ordered,
- The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.

54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 54-1739968.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Eagle Pest Elimination Services Inc.

Legal Name of Company (as listed on W-9)

Joey Trivett

Legal Name of Offeror/Bidder

2024/03/14

Date

Joey Trivett

Authorized Signature

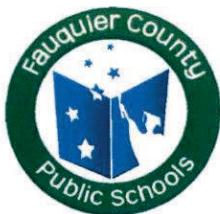
Joey Trivett Account Manager

Print or Type Name and Title

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FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services



Fauquier County
and
Fauquier County Public Schools



**CERTIFICATION OF
NO CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Eagle Pest Elimination Services

Company Name

6530 Commerce Ct #500

Company Address

Joey Trivett

Print Name of Authorized Representative

Joey Trivett

Authorized Representative Signature

IFB 43-24mr, Pest Control and/or IPM Services

Contract # and Title

703-502-0690

Company Phone Number

Account Manager

Authorized Representative Title

2024/03/14

Date

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Responses

Success: All data is valid!

Status	Bid/Bid Decision	#	Non Name	Estimated Sqft Per Location	Type of Service Required	Unit Of Measure	Quantity Required	Text		Numeric	
								No Bid / N/A for "Not Applicable"	Unit Price	Total Cost	
Success: All values provided	Bid	80-1	LABOR: Hourly Rate, Reference Section 2.5		Integrated Pest Management & Non-Integrated Pest Management	Per Hour	1	OPWPC	\$ 80.00	\$ 80.00	
Success: All values provided	Bid	80-2	Termite Treatment Rates, Reference Section 2.3		Integrated Pest Management & Non-Integrated Pest Management	Per Linear Foot (Exterior exterior walls and foundations)	1	PC	\$ 3.50	\$ 3.50	
Success: All values provided	Bid	80-3	Termite Treatment Rates, Reference Section 2.3		Integrated Pest Management & Non-Integrated Pest Management	Per Square Foot (Floor)	1	PC	\$ 3.50	\$ 3.50	
Success: All values provided	Bid	80-4	Termite Warranty Period		Integrated Pest Management & Non-Integrated Pest Management	Per Number of Years	1	PC	\$ 2.00	\$ 2.00	
Success: All values provided	Bid	80-5	Adult Learning Center 775 Old Waterloo Street, Warrenton, VA	4500 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	80-6	Auburn Middle School 7276 Riley Road Warrenton, VA	118443 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 1,020.00	
Success: All values provided	Bid	80-7	C. M. Bradley Elementary School 474 Old Waterloo Lane Warrenton, VA	63860 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-8	Brundifill Elementary 550 Arlington Blvd Warrenton, VA 20186	72508 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-9	Cedar Lee Middle School 11128 March Road Beaumont, VA	139042 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-10	Central Building A 30 EAST SHIRLEY AVENUE, WARRENTON, VA 20186	10205 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	80-11	Central Building B 30 EAST SHIRLEY AVENUE, WARRENTON, VA 20186	10205 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	80-12	Coleman Elementary, 4096 Zula Rd, Marshall VA	54311 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-13	Construction Management 124 Manor Court, Suite 5 Warrenton, VA	884 sf	Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	80-14	Facilities Construction Management 124 Manor Court, Suite 5 Warrenton, VA	884 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 780.00	
Success: All values provided	Bid	80-15	Fauquier High School 785 Waterloo Road Warrenton, VA	310728 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 110.00	\$ 1,320.00	
Success: All values provided	Bid	80-16	Nutrition Office 124 Manor Court, Site 10 Warrenton, VA	1776 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	80-17	Grace Miller Elementary School 6248 Callett Road Beaumont, VA	70044 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-18	Greenville Elementary School 7381 Academic Ave Nokesville, VA	80228 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-19	Kettle Run High School 7403 Academic Ave, Nokesville, VA	229649 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 110.00	\$ 1,320.00	
Success: All values provided	Bid	80-20	Liberty High School 6300 Independence Ave Beaumont, VA	244514 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 110.00	\$ 1,320.00	
Success: All values provided	Bid	80-21	Marshall Middle School 4048 Zula Road The Plains, VA	10205 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 95.00	\$ 1,140.00	
Success: All values provided	Bid	80-22	Mary Walter Elementary School 4529 Morrisville Rd Beaumont, VA	88487 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-23	Outdoor Lab 785 Waterloo Rd Warrenton, VA	1800 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 780.00	
Success: All values provided	Bid	80-24	H. M. Pearson Elementary School 8547 Battable Mill Rd Callett, VA	83307 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-25	M. M. Pierce Elementary School 12074 James Madison St, Washington, VA	75508 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-26	C. Hunter Rector Elementary School 4416 Broad Run Church Rd New Baltimore, VA	85144 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-27	School Board Offices, 320 Hospital Road, Warrenton VA (Suite 40)	8000 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	80-28	P. B Smith Elementary School 8176 Dumfries Rd Warrenton, VA	88747 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-29	Southeastern Alternative School 4444 Callett Rd Midland, VA	19563 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-30	Computer Services 765 Waterloo Street Warrenton, VA	3068 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	80-31	Claude Thompson Elementary School 3284 Rectortown Rd Marshall, VA	48790 sf	Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 85.00	\$ 1,020.00	
Success: All values provided	Bid	80-32	Transportation Department 136 Manor Court Warrenton, VA	2885 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	80-33	W. C. Taylor Middle School 244 Waterloo Street Warrenton, VA	94735 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 95.00	\$ 1,140.00	
Success: All values provided	Bid	80-34	Environmental Services, 8438 College Street	8093 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00	

Success: All values provided	Bid	#0-35	Scale Building, 8499 Binham Road.	200 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-36	Markham Collection Site 3294 Leeds Manor Rd. Markham, VA 22843	100 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-37	Marshall Collection Site 7592 John Marshall Hwy. Marshall, VA 20115	100 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-38	New Baltimore Collection Site 5468 Old Alexandria Pike Warrenton, VA 20187	100 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-39	Caleett Collection Site 3157 Gaskin Lane Caleett, VA 20119	100 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-40	Remington Recycling Site 113 S. James Madison St. Remington, VA 22736	100 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-41	Morrisville Collection Site 12724 Ships Store Rd. Bealeton, VA 22742	100 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-42	Markham Collection Site 3294 Leeds Manor Rd. Markham, VA 22843	144 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-43	Marshall Collection Site 7592 John Marshall Hwy. Marshall, VA 20115	144 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-44	New Baltimore Collection Site 5468 Old Alexandria Pike Warrenton, VA 20187	144 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-45	Caleett Collection Site 3157 Gaskin Lane Caleett, VA 20119	144 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-46	Remington Recycling Site 113 S. James Madison St. Remington, VA 22736	144 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-47	Morrisville Collection Site 12724 Ships Store Rd. Bealeton, VA 22742	144 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-48	Adult Court Services 70 Culpeper St., Warrenton, Va.	3700 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
Success: All values provided	Bid	#0-49	Spinworks 61 Culpeper Street Warrenton, Va.	2400 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
Success: All values provided	Bid	#0-50	Tutis Building 210 Hospital Drive Warrenton, Va.	3,456 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
Success: All values provided	Bid	#0-51	#18 Schoolhouse 7592 Main Street Marshall, Va. 20115	756 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
Success: All values provided	Bid	#0-52	Virginia Extension Office 24 Warrenton, Va. 20186	5,194 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
Success: All values provided	Bid	#0-53	Harvey Pearson Armory 692 Waterloo Rd., Warrenton, Va. 20186	18,200 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00
Success: All values provided	Bid	#0-54	Sheriff's Department 71 Lee Street Warrenton, Va.	15,398 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
Success: All values provided	Bid	#0-55	Sheriff's Storage Building 62 Lee Street Warrenton, Va. 20186	2,600 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-56	Magistrates Office 78 W. Lee Street Warrenton, Va. 20186	864 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-57	Adult Detention Center 60 Lee Street Warrenton, Va. 20186	13,254 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 110.00	\$ 1,320.00
Success: All values provided	Bid	#0-58	New Courthouse Building 29 Ashby Street Warrenton, Va. 20186	41,626 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
Success: All values provided	Bid	#0-59	Gen. District Court 6 Main Street Warrenton, Va. 20186	6,286 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
Success: All values provided	Bid	#0-60	John Marshall Building Juvenile Probation 14 Main Street Warrenton, Va. 20186	8,508 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-61	Warren Green Building 10 Main Street Warrenton, Va. 20186	13,523 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	IPM	\$ 75.00	\$ 900.00
Success: All values provided	Bid	#0-62	Caleett Trash Convenience Site 3157 Gaskin Lane 20119 Caleett, Va.	80 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-63	Marshall Trash Convenience Site 7592 E. Main Street Marshall, Va. 20115	80 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-64	911 Safety Tower Site Chuck Kuker, Contact 3525 E. Main Street Midland, Va. 22728	288 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-65	911 Safety Tower Site Chuck Kuker, Contact 5370 Freeland Rd. Linden, Va. 22642	288 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-66	911 Safety Tower Site Chuck Kuker, Contact 1326 Neways Shady Rd. Remington, Va. 22734	288 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	#0-67	Warrenton Community Center Building A 430 East Shirley Avenue Warrenton, Va. 20186	10,143 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00

Success: All values provided	Bid	Warrenton Community Center Building B East Shirley Avenue Warrenton, Va. 20186	430	10,143 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00
Success: All values provided	Bid	Warrenton Community Center Building C East Shirley Avenue Warrenton, Va. 20186	430	10,143 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00
Success: All values provided	Bid	Camer Property 8780 Green Road Warrenton, Va. 20186	1,341 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	Croquet Park House Rangers Rangers 10068 Rogues Road Midland, Va. 20186	880 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00	
Success: All values provided	Bid	Croquet Park Shop Rogues Road Midland, Va. -22728	10068	1,678 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00
Success: All values provided	Bid	Vint Hill Weeks Pool/Concession Larry 4248 Blodde Drive Warrenton, Va. 20186	2,560 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 65.00	\$ 780.00	
Success: All values provided	Bid	Monroe Park Office 14421 Gold Dust Parkway Goldvein, Va. 22728	720 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 45.00	\$ 540.00	
Success: All values provided	Bid	Monroe Park Bunkhouse 14421 Gold Dust Parkway Goldvein, Va. 22728	912 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 45.00	\$ 540.00	
Success: All values provided	Bid	Monroe Park Hall 14421 Gold Dust Parkway Goldvein, Va. 22728	920 sf	Non-Integrated Pest Management	Per Treatment (monthly)	12	PC	\$ 45.00	\$ 540.00	
Success: All values provided	Bid	Northern Fauquier Community Park 4155 Monroe Park Marshall, Va. 20115	1,100 sf	Non-Integrated Pest Management	Per Treatment	12	PC	\$ 65.00	\$ 780.00	
Success: All values provided	Bid	Vint Hill Theater 4225 Aiken Drive Warrenton, Va. - 20186	4,769 sf	Non-Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00	
Success: All values provided	Bid	Vint Hill Proven Building #1 4368 Blodde Dr. Warrenton, Va. 20186	3,980 sf	Non-Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00	
Success: All values provided	Bid	Vint Hill Dispensary 4227 Blodde Drive Warrenton, Va. 20186	9,234 sf	Non-Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00	
Success: All values provided	Bid	Vint Hill Community Center 4235 Aiken Drive Warrenton, Va. - 20186	26,520 sf	Non-Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00	
Success: All values provided	Bid	Fleet Maintenance 92 Manor Court Warrenton, Va. 20186	14,139 sf	Non-Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00	
Success: All values provided	Bid	Maintenance Division 98 Manor Court Warrenton, Va. 20186	11,864 sf	Non-Integrated Pest Management	Per Treatment	12	PC	\$ 45.00	\$ 540.00	
Success: All values provided	Bid	Alice Jane Childs Building Childs Bldg 20186	320	38,091 sf	Non-Integrated Pest Management	Per Treatment	12	PM	\$ 75.00	\$ 900.00
Success: All values provided	Bid	Warrenton Library 11 Winchester Street Warrenton, Va. 20186	16,000 sf	Non-Integrated Pest Management	Per Treatment	12	PM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	JB Payne Bldg (Old Library) 2 Courthouse Square Warrenton, Va. 20186	3,700 sf	Non-Integrated Pest Management	Per Treatment	12	PM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	Marshall Community Center Library 4133 Rectortown Road Marshall, Va. 201145	1,600 sf	Non-Integrated Pest Management	Per Treatment	12	PM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	Bethelton Branch Library 10177 Willow Dr. Bethelton, Va. 22712	11480 sf	Non-Integrated Pest Management	Per Treatment	12	PM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	Warrenton Community Center Adult Care - Main Building 430 East Shirley Avenue Warrenton, Va. 20186	5,727 sf	Non-Integrated Pest Management	Per Treatment	12	PM	\$ 75.00	\$ 900.00	
Success: All values provided	Bid	New Baltimore Trash Convenience Site 5468 Old Alex. Turnpike Warrenton, Va. 20186	80 sf	Non-Integrated Pest Management	Per Treatment	12	PC	\$ 65.00	\$ 780.00	
Success: All values provided	Bid	Buildings and Grounds Office 100 Manor Court Warrenton, Va. 20186	2,304	Non-Integrated Pest Management	Per Treatment	1	PC	\$ 65.00	\$ 65.00	
Basket Total		\$ 74,794.00								
Grand Total		\$ 74,794.00								



FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186

February 22, 2024

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Invitation for Bid IFB 43-24mr
Title: Pest Control and/or Integrated Management Services
Dated: February 22, 2024 1:00 EST
Proposal Due Date: March 14, 2024 by 4:00PM EST

The following addresses questions which were asked by Bidders through the Bonfire portal, prior to the cutoff date for bidder questions.

Vendor Discussions

February 22, 2024

Current Service Provider

Question: Who is your current Pest Control Provider?

Answer: Pest Control: Orkin, LLC. IPM: Professional Pest Solutions, LLC.

Bid Tabulation

Question: Can you supply a copy of the last bid tabulation sheet from the previous bid?

Answer: Yes, the requested bid tabs from IFB # 10-18tp are attached. Please note, that most recently, Fauquier County Public Schools was riding a Fairfax County contract for IPM Pest Control Services. This contract was the result of an RFP; therefore not bid tabulation was generated.

Prior Year

Question: What was the total amount paid for Pest Control in the last 12 months?

Answer: For Pest Control, invoices total approximately \$17,362 for the past year. For IPM, invoices total approximately \$15,485 for the past year.

Bed Bug Treatments

Question: Did you require any Bed Bug treatments in the last 12 months and if so, what was the total paid?

Answer: For both, Pest Control and IPM, no bedbug treatments were required in the past 12 months.

Termite Treatments

Question: Did you require any Termite treatments in the last 12 months and if so, what was the total paid?

Answer: For both, Pest Control and IPM, no termite treatments were required in the past 12 months.

(No Subject)

Question: How many exterior rodent bait stations are currently at each property?

Answer: Fauquier County Government and Public Schools is not in possession of this data.

Correction: to IPM Response on 2/8/2024 at 10:04AM: There are a minimum of two rodent boxes per site.

Exterior Rodent Bait Stations

Question: Who owns the exterior rodent stations, or will they need to be replaced by the new vendor?

Answer: In both cases, Pest Control and IPM, if a new vendor is awarded, they will need to provide the rodent stations, as they are provided by the current vendors.

Call backs

Question: Approximately how many call back service requests do you have per month?

Clarification Request: Could you please elaborate on what you mean by a call back?

Clarification: We would describe a call back as a return call requested for any pest issue that needs treatment. They are generally required at times other than regularly scheduled monthly services.

Answer: Call backs are only requested on occasion for each the Pest Control and IPM services. Our call back needs are estimated to be about 2-3 times a month, for both service types combined, and are typically in regards to ants and bees in the summer months.

On Site Hours

Question: How many hours is the technician on site per month?

Answer: Pest Control: Our end user estimates (this is not an exact amount), that the technicians spend approximately 19 mins. per location, per month. IPM: Fauquier County Government and Public Schools does not have this information, and is unable to obtain it.

Correction: to IPM Response from 2/9/2024 at 9:44AM: It is estimated that a technician is onsite from approximately 45 minutes to and hour and 15 minutes per facility.

Bid Form

Question: On the bid form, several locations are missing addresses. There are also several locations that are listed twice on the form; for Example #0-37 Marshall Collection Site and #0-43 Marshall Collection Site appear to be the same service. Will this form be corrected or can you explain why there are two listings for multiple locations?

Answer: Addresses and Locations for Fauquier County Government & Public Schools, on the BID FORM:

-Coleman Elementary Address is as follows: 4096 Zulla Road, Marshall VA

-Construction Management Address is as follows: 124 Manor Court, Warrenton VA (Same location as Facilities) (Combined 1,752) (Alone 888 sf)

-School Board Offices Address is as follows: 320 Hospital Drive, Suite 40 * Please note that the other suites in the Alice Jane Childs building are treated by a Pest Control. The bid form will be updated to add the three addresses to the already existing bid form cells.

This is not an addition or subtraction of line items, just a clarification of the addresses.

There are some locations, more commonly at our Environmental Services' Collection Sites that have multiple buildings that require pest control services.

Most of the Collections sites have a attendant structure and a storage shed. Please quote the buildings listed on the bid form per their listed square footage.

Price

Question: Is pricing from a previous vendor who performed these services available?

Answer: You can access our current contract list through the County's website, This is located under the Procurement tab, Contract Listing.

Contact

Question: Who can we contact via email for updates regarding the evaluation process after the solicitation due date?

Answer: You can reach me through the Bonfire portal, as you are now, after the solicitation closes. Please feel free to reach out to me via this outlet as needed!

Note: Acknowledgment of this must be indicated in the space provided on the RFP Cover Sheet (page #2 of the RFP document):

Megan L. Roberts

Megan Roberts
Procurement Officer III

Addendum No. 1,
Vendor Discussions

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
BID TABULATION SHEET**

IFB#: 10-18tp Pest Control and/or IPM Services

Buyer: Tomeka Price

1 of 1

Bid Opening Date/Time: 10/12/17 @ 2:00 p.m.

Vendor Name	Animal Control Solutions	Home Paramount Pest Control Company	Pestmaster Services of DC/MD/VA	PermaTreat Pest Control Company, Inc.	Professional Pest Solution	Xceptional Wildlife Removal
Total – Monthly Pest Control Services – Section A	\$11,199.60	\$10,980.00	\$9,439.44	\$12,480.00	\$10,212.00	\$12,444.00
Total – As Required Pest Control Services – Section B	\$5,340.00	\$950.00	\$4,718.41	\$950.00	\$5,485.00	\$5,930.00
Total – Monthly IPM Services – Section C	\$11,221.00	\$11,220.00	\$10,552.80	\$14,808.00	\$11,736.00	\$12,468.00
TOTAL – Sections A & B	\$16,539.60	\$11,930.00	\$14,157.85	\$13,430.00	\$15,697.00	\$18,374.00
GRAND TOTAL – Sections A through C	\$27,760.60	\$23,150.00	\$24,710.65	\$28,238.00	\$27,433.00	\$30,842.00

Randy H.
Authorizing Departmental Signature for Award of this Bid:

Date: 10-19-17

Pestmaster Services
Bid awarded to vendor indicated on above reference line

Lowest responsive and responsible bidder Other (explain):

Section A & B:

Section C: *Pestmaster Services*

C:\Finance\Procurement\TP\Pest Control\Pest Control Bid Tab\Bid Tab 10-18tp Pest Control and/or IPM - Internal.doc

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
BID TABULATION SHEET**

IFB#: 10-18tp Pest Control and/or IPM ServicesBuyer: Tomeka Price1 of 1Bid Opening Date/Time: 10/12/17 @ 2:00 p.m.

Vendor Name	Animal Control Solutions	Home Paramount Pest Control Company	Pestmaster Services of DC/MD/VA	PermaTreat Pest Control Company, Inc.	Professional Pest Solution	Xceptional Wildlife Removal
Total – Monthly Pest Control Services – Section A	\$11,199.60	\$10,980.00	\$9,439.44	\$12,480.00	\$10,212.00	\$12,444.00
Total – As Required Pest Control Services – Section B	\$5,340.00	\$950.00	\$4,718.41	\$950.00	\$5,485.00	\$5,930.00
Total – Monthly IPM Services – Section C	\$11,221.00	\$11,220.00	\$10,552.80	\$14,808.00	\$11,736.00	\$12,468.00
TOTAL – Sections A & B	\$16,539.60	\$11,930.00	\$14,157.85	\$13,430.00	\$15,697.00	\$18,374.00
GRAND TOTAL – Sections A through C	\$27,760.60	\$23,150.00	\$24,710.65	\$28,238.00	\$27,433.00	\$30,842.00

Matthew Galick
Authorizing Departmental Signature for Award of this Bid:

Home Paramount Pest Control Company
Bid awarded to vendor indicated on above reference line

Date: 10/19/17Lowest responsive and responsible bidder Other (explain):Section A & B: Home Paramount Pest Control Company

Section C: _____



FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
INVITATION TO BID (IFB) 43-24mr
Pest Control and/or Integrated Pest Management Services

IMPORTANT NOTICE
THIS IS AN ELECTRONIC PROCUREMENT
SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA
FAUQUIER COUNTY'S BONFIRE PORTAL
<https://fauquiercounty.bonfirehub.com>

Fauquier County Government uses an electronic procurement portal powered by Bonfire Interactive for accepting and evaluating all proposals. To register, visit the portal at the below link: <https://fauquiercounty.bonfirehub.com>. Registration is free. Additional assistance is also available at Support@GoBonfire.com.

Submitting proposals/bids via the Bonfire portal is **mandatory**. Fauquier County Government **will not** accept proposals/bids submitted by paper, delivered by courier, telephone, facsimile (“FAX”) transmission, or electronic mail (e-mail) in response to any solicitations. Reference “Submission of Bids” section in the solicitation for additional detailed information. Fauquier County Government and Public Schools strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal/bid submission is not considered successful unless all necessary files have been uploaded and the ‘Submit & Finalize’ step has been completed. Potential offerors can upload their proposal in stages or phases as they deem necessary however all requested documents must be uploaded and submitted by the due date and time of the respective solicitation.



FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services

BID REQUEST: Topic: Pest Control and/or Integrated Pest Management Services **Issue Date:** January 24, 2024

To be considered, Respond Electronically by: March 14, 2024, by 4:00PM EST, via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> No mailed, faxed, or hand delivered submissions will be accepted. If necessary, any addendums will be posted on the Bonfire Portal and on the Fauquier County Government and Public Schools Procurement website which can be found at the link below: <https://www.fauquiercounty.gov/government/departments-h-z/procurement/bids-proposals> (Late responses cannot be accepted.)

For Any Questions Perspective Offerors May Have, please submit via the Bonfire Portal. Vendor questions shall be submitted via Bonfire Portal by February 21, 2023 by 4:00PM EST. All inquiries for additional information and any updates to this solicitation can be found at the referenced link below: <https://fauquiercounty.bonfirehub.com/opportunities/>

Period of Contract: One (1) year from Date of Award, with the option to renew for four (4) additional (1) one- year periods (see section "Contract Period" for additional details).

This solicitation is issued by the Fauquier County Government and Fauquier County Public Schools, on behalf of the Fauquier County Board of Supervisors and Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred to as "Owner" or "County" or "Schools". Vendors responding to the solicitation are referred to as "Offeror" and/or "Bidder" and post-contract award as "Contractor".

The awarded Contractor shall be expected to sign a contract with the Owner; the contract will incorporate this Invitation for Bid, the awarded offeror(s) response, and any other pertinent information by reference. The contract will be prepared, released, and executed by the County Procurement Division on behalf of the Fauquier County Government & Public Schools.

Embedded are the General Terms and Conditions, which shall be a part of every bid submitted in response thereto and incorporated by a reference into the resulting contract. In accordance with this electronic bid request and subject to all conditions and attachments, the undersigned offers and agrees to furnish the services in accordance with the submitted signed bid or as mutually agreed upon by subsequent negotiations.

Submitting bid for Pest Control _____ IPM _____ or Both_____

Receipt of the following Addenda are acknowledged:

Addendum No. _____, dated _____; Addendum No. _____, dated _____;
Addendum No. _____, dated _____; Addendum No. _____, dated _____;

OFFEROR'S FULL, LEGAL NAME (PRINT)	F.E.I.N OR S.S. NUMBER
Street Address	City, State, Zip Code
Print Name / Title	Telephone No.
E-mail Address	Fax No.

Signature

Date

RETURN THIS PAGE & BID RESPONSE



FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services

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THE IFB COVER SHEET ALONG WITH STARED (*) ABOVE MUST BE SUBMITTED ALONG
WITH THE OVERALL BID SUBMISSION IN THE BONFIRE PORTAL WHICH CAN BE FOUND AT:
<https://fauquiercounty.bonfirehub.com/opportunities>

***INDICATES REQUIRED FORMS TO BE SUBMITTED ALONG WITH BID**



FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services

1.0 PURPOSE

The purpose and intent of this Invitation for Bid is to establish a firm fixed price contract with one or more qualified Contractor(s) to provide Pest Control Services and/or Integrated Pest Management Services on a **monthly** and **“as required”** basis in accordance with the terms, conditions and specifications contained herein. This solicitation is issued by the Fauquier County Government & Public Schools Procurement Division on behalf of the Fauquier County Board of Supervisors (County) and the Fauquier County School Board (Schools), political subdivisions of the Commonwealth of Virginia, herein referred collectively for convenience as “Owner”.

2.0 SCOPE OF WORK

The Contractor shall furnish all resources necessary to provide Pest Control and/or Integrated Pest Management (IPM) Services, including but not limited to inspection, treatment, and extermination. The Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. The Contractor shall keep the property free and clear at all times of excess materials, debris and equipment. At the Owner’s request, the Bidder shall submit Safety Data Sheet(s) (SDS) for the product used. Failure to provide the requested Safety Data Sheets may cause the Contractor to be in breach of contract. The Owner reserves the right to add or delete requirements during the term of the contract.

2.1 Definition of Ready “As Required” Source

“As required” is defined as a source/distributor who maintains supervision, labor, materials, and equipment necessary to accomplish the inspection, monitoring, trapping, pest management, and pest removal as described herein, and will provide on demand, with no minimum order required.

2.2 Specifications

2.2.1 Pest Control Services: Currently utilized by the County facilities.

“Pest Control Services” shall cover prevention and elimination for pests, including, but not limited to, rats, mice, cockroaches, army ants, ants, moths, and silverfish, and any other pests not specifically excluded from the contract. Termites shall **not** be included in full monthly treatment pest control services. The following pest control services are **not** included in the monthly full service fee: bat, bird, snake, carpenter ants, bees, fly, and mosquito.

The Contractor shall provide pesticide products applied as surface sprays, following the crack and crevice criteria, as dust or baits applied to inaccessible areas or as space applications using dry fog methods for flying insect control. The Contractor shall provide pest control technicians licensed by the Commonwealth of Virginia, conduct monthly monitoring of each County location where an active pest infestation is currently being treated to access effectiveness of treatment, and respond to contract administrator the same day or within twenty-four (24) hours when Owner requests advice on a problem and provide details on proposed treatment along with costs and completion time frame. Approved mechanical or electronic devices may be integrated with pesticide programs with the approval of the Contract Administrators. The Contractor shall use rodent control methods including, but not limited to, repelling, trapping and poisoning programs. The Contractor shall supply a written report to the Contract Administrator when the installation of rodent bait boxes is necessary. The Contractor shall provide an environmentally safe space for Owner personnel and the general public using Owner facilities; no insecticide shall be applied while the general public, and/or non-custodial personnel are present. The Contractor shall not use any product identified as a fumigant in any Owner facility for any purpose.

2.2.2 Integrated Pest Management (IPM) Services: Currently utilized by the School facilities.



FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services

“IPM Services” Shall consist of a number of components, but not limited to, identifying the types of pests involved, identifying and correcting conditions contributing to pest infestations, determining areas requiring treatment, both with nonchemical methods and pesticides, selecting and implementing the appropriate treatment procedures, inspecting, and monitoring to evaluate results and to detect new pest invasions. The Contractor shall provide treatment services including inspection, and treatment for rats, mice, cockroaches, ants, moths, groundhogs, skunks, and silverfish, and any other pests not specifically excluded from the contract. Termites shall not be included in IPM services. The following pest control services are not included in the monthly full service fee: bat, bird, snake, ants, bees, fly, and mosquito. The services to be provided by the Contractor includes, but not limited to:

- A. Provide Pest control technicians licensed by the Commonwealth of Virginia.
- B. Conduct monthly monitoring of each school and administrative facility to assess and identify pest problems and implement corrective action to eliminate pest infestations, in conjunction with the Owner establish treatment thresholds.
- C. Maintain records of all pest treatments for each school and administrative facility.
- D. Develop a control plan that includes chemical and non-chemical measures.

The Contractor must hold a Pesticide Business License issued by the Virginia Department of Agriculture and Consumer Services and provide a certified entomologist. A copy of the business license and entomologist certificate shall be included as part of the bid. The Contractor shall provide a listing of technicians who will be providing IPM services for this contract to the Contract Administrator upon award of the contract. The listing shall include a copy of the technician’s pest control certificate. Any changes in personnel performing services under this contract shall be reported in writing and be accompanied by a copy of their pest control certificate.

The Contractor shall meet with the Contract Administrator to determine the needs of each location (see Bid Form Pricing Schedule). The Contractor and Contract Administrator shall identify problem areas and any structural features or practices that are contributing to pest infestations. Using Owner provided building floor and site plans the Contractor shall suggest site specific solutions for elimination of pest entry and access to food, water and harborage. Any problems and suggested corrections shall be reported to the Owner so that they may be addressed. The Owner will make a decision based on but not limited to financial and building features and will inform the Contractor of decision on suggested correction(s).

The Contractor shall set up a pest monitoring program in areas where an active pest infestation, pest evidence or conditions conducive to pest infestation exists. Monitors shall be left in place for twenty-four (24) hours and then collected by the Contractor. The Contractor shall establish a pest sighting/pesticide application log book at each facility as part of the monitoring program. Each school location shall maintain documentation of any pesticide application that includes the target pest, the formulation applied and the specific location of the application (see Locations on Bid Form Pricing Schedule). The guideline and program adopted pursuant to this section shall permit the immediate application of pesticides or other effective control measures to eradicate pest infestations that pose an acute danger to schools including stinging insects such as wasps, bees and fire ants. Vertebrates, non-stinging and nuisance pests should be dealt with using management methods that are part of or compatible with IPM.

Inspection and establishment of a monitoring program shall be completed prior to any pest control methods being applied. Kitchens and other food service areas shall always be included



**FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services**

in the monitoring program. After monitoring locations are numbered on the floor plan, the Contractor shall number the same quantity of high-quality sticky traps and place one in each monitoring location. Traps shall be left in place for twenty-four (24) hours and then collected by the Contractor. Pests found in each trap shall be identified and recorded on the floor plan. Based on the monitoring results, the Contractor shall decide how many traps will be needed to monitor on a monthly basis. If no pests are found in any of the traps, only those areas with conducive conditions shall need monthly monitoring. When the final number of monitoring locations is determined, they shall be marked on the floor plan. This shall be done in a logical and systematic order. After initial assessment, Contractor shall replace monitors monthly. This shall be the monitoring plan for the year. Additional copies of the monitoring plan will be placed in the logbook by the Owner for monthly use by the Contractor. Contractor shall document all pest problems and pest applications on the floor plans.

The Contractor shall provide employees who are trained and certified by a designated state agency to handle and apply the classes of pesticide products necessary to maintain the pest control program. The Virginia Pesticide Control Act requires all persons who apply pesticides for compensation of any kind be certified and that all pesticides are applied in a manner consistent with the pesticide label. The regulations pursuant to the Virginia Pesticide Control Act requires that any person who uses or supervises the use of any pesticide as part of their job in educational institutions be certified by the Office of Pesticide Services in the Virginia Department of Agriculture and Consumer Services as a commercial applicator or registered technician. The Contractor shall forward employee certification within twenty-four hours of request from the Owner. The Contractor shall remove from Owner premises all insecticides, rodenticides and bait stations at the conclusion of the application and shall submit written certification of such removal to the Contract Administrator. The Contractor shall ensure the use of protective clothing, equipment and devices by its employees. The Contractor shall place all rodenticides, regardless of packaging, in a tamper-proof, locked or sealed box in order to protect the public and non-target species. The Contract Administrator may, at his/her discretion, check the packaging of rodenticides to ensure compliance. All Contractor personnel shall wear identification verifying employment by the Contractor while on Owner property. The Contractor shall report to the main office to sign in and out of each facility. The Owner reserves the right to remove any unacceptable employee of the Contractor for any reason; upon written notification by Owner, the Contractor must reply to notification within one working day. No insecticide shall be applied while the general public, and/or non-custodial personnel are present. The Contractor shall not use any product identified as a fumigant in any Owner facility for any purpose.

The Contractor shall conduct monthly monitoring of county, school and administrative facilities to assess and identify pest problems and implement corrective action to eliminate pest infestations, in conjunction with the Owner establish treatment thresholds.

2.3

Termite Services

“Termite Services” shall cover prevention and elimination of termites and other wood-destroying organisms. The Contractor shall inspect sites for termite infestation at the Contract Administrator’s request. If inspection shows that termite activity is present, the Contractor shall provide a treatment program, based on contract pricing referenced herein, using the procedure outlined in paragraph 2.5. The Contractor shall provide treatment rates as indicated on the Bid Form Pricing Schedule for Termite Treatment. The Contractor shall provide termite treatment pricing per linear foot for exterior/interior walls and foundations, and per square foot for each affected floor. The Contractor shall provide a warranty on all work performed for termite treatment, stating the life of treatment; standard guarantee is



**FAQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services**

for a minimum of one full year. Owner reserves the right to extend warranties for termite and wood borer treatments beyond the contract lifetime to keep warranties in place. Any cost associated with an extended warranty shall be mutually agreed upon.

2.4 Bed Bugs:

The Contractor shall inspect sites for bed bugs at the Contract Administrator's request. The Contractor shall arrive at specified location within 24 hours to confirm collected specimens as bed bugs and assist Owner with inspections and advise and perform any possible treatment, if requested.

2.5 Treatment Not Covered:

The Contractor shall provide an hourly labor rate for other pest control treatment as indicated on the Bid Form Pricing Schedule. Contractor shall calculate any services not covered herein on a time and materials basis, utilizing contract labor rate indicated on the Bid Form Pricing Schedule. Within twenty-four (24) hours of request, the Contractor shall furnish the Contract Administrator a written description of the scope of work to be provided, ensuring mutual understanding and agreement of the scope of work to be performed between the Contractor and the Owner. The written scope of work shall specify each major step or phase of the work to be performed and include a written detailed estimate of the costs to complete the project, including labor, materials and a forecast date of completion, expressed as either a definite date or the number of days after notification to proceed with the work. The Owner reserves the right to make or obtain other pest control estimates prior to authorizing the Contractor to proceed. If the cost estimate is considered not to be reasonable, the Contractor will be asked to review his estimate and resubmit. If the revised estimate is still considered to be unreasonable, the Owner reserves the right to obtain the pest control services from another source.

2.6 Treatment Materials

The Contractor shall provide pesticides for the full treatment program properly labeled for the target pests, which the chemical will be used for. The Contractor shall strictly adhere to all labeled instructions. The Contractor shall use chemicals approved by and in compliance with use requirements under the Federal Insecticide, Fungicide and Rodenticide Acts, as amended. All chemicals shall conform to Federal, State and Occupational Safety and Health Administration (OSHA) requirements. Prior to use, the Contractor shall submit Safety Data Sheets (SDS) for each chemical used to the Contract Administrator where treatment will occur.

2.7 Time of Performance/Scheduling Requirements

The Contractor shall provide pest control and/or IPM services during a mutually agreed upon time between the Owner and the Contractor. The Contractor shall start and complete treatment on the same day, within mutually agreed upon time limits. The contractor should be aware of each location's specific hours of operation and allow ample time for to complete their services prior to the facility closing for the day. The Contractor shall meet with the Contract Administrator(s) upon notification of award to coordinate an inspection and service schedule at the start of the treatment program, as well as cover all expectations of the Owner; such as locations in which the Contractor will need to be escorted by a designee of the Owner. The Contractor shall notify the Contract Administrator(s) of any deviation from the mutually agreed upon schedule. The Contractor shall apply no pest control applications other than those mutually scheduled and agreed upon between the Contractor and the Contract Administrator(s) unless the Contract Administrator issues written approval for such applications.

2.8 Pest Treatment

If any pests are discovered by Owner personnel, the Contractor shall respond by telephone within twenty-four hours after notification from the Contract Administrator to advise on treatment and proposed cost, if other than that covered under this contract. If treatment is required and agreed upon by the



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Contract Administrator, the Contractor shall provide seventy-two (72) hours advanced written notice to the Contract Administrators. Notification shall include the target pest(s), the room number(s) and/or building(s) to be treated, the product(s) to be used, the method(s) of application and provisions for tenant and employee safety.

2.9 Contractor Responsibilities

The Contractor shall be responsible for the implementation of the pest control and IPM program. The Contractor shall provide employees who are trained and certified by a designated state agency to handle and apply the classes of pesticide products necessary to maintain the pest control and IPM program. The Contractor shall forward employee certification within twenty-four (24) hours of request from the Owner. The Contractor shall remove from Owner premises all insecticides, rodenticides and bait stations at the conclusion of the application, and shall submit written certification of such removal to the Contract Administrator(s). The Contractor shall ensure the use of protective clothing, equipment and devices by its employees. The Contractor shall place all rodenticides, regardless of packaging, in a tamper-proof, locked or sealed box in order to protect the public and non-target species. The Contract Administrator(s) may, at his/her discretion, check the packaging of rodenticides to ensure compliance. All Contractor personnel shall wear identification verifying employment by the Contractor while on Owner property. The Contractor shall report to the main office to sign in and out of each school facility unless otherwise advised by the Contract Administrator. The Owner reserves the right to remove any unacceptable employee of the Contractor for any reason; upon written notification by Owner, the Contractor must reply to notification within one working day.

2.9.1 For IPM, the Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, chemical control methods, and pest removal components of the IPM program. The Contractor shall also provide site-specific recommendations for structural and procedural modifications to aid in pest prevention. The Contractor shall be responsible for maintaining a pest control log book for each site specified. These records shall be kept on site and maintained on each visit by the Contractor. The log book shall contain the following items:

2.9.1.1 Pest Control Plan of Work: A copy of the Pest Control Plan of Work including the labels and SDS sheets and service schedule. The Contractor shall submit to the Owner a Pest Control Plan of Work prior to inspection and establishment of the monitoring program. The Owner and the Contractor will review and negotiate the Plan of Work before any pest management services begin.

2.9.1.2 Work Request: Work request forms shall be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. All work shall be documented in the log book, then signed and dated by the Contractor. The log book will be kept in the main office of each school location.

2.9.1.3 Inspection Form: The Contractor shall submit a monthly inspection form. The Contractor shall record any pest evidence detected by the monitoring program and the action taken. All chemical applications shall be recorded on the inspection form and in response to a documented pest problem. Application information shall include the date, location, brand name, and active ingredient of the product used.

2.10 Prevention Responsibility of the Owner

The Owner's responsibilities include indoor cleanliness, elimination of clutter, removal of outdoor debris, and keeping dumpsters away from dock doors. The Contractor may do caulking, screening and other small repairs; however, proper maintenance for repairs necessary to prevent pest entry and survival will be the Owner's responsibility.



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2.11 Prevention Responsibility of the Contractor for IPM

The Contractor shall establish sticky traps for cockroaches, etc., in specific locations that are conducive to pests. The traps shall be checked regularly for pest evidence. Pests found in monitors shall be recorded in the log book. Monitoring shall be used in place of "preventative" pesticide applications. Food monitors can be used prior to baiting for ants. Food monitoring is used to determine pest and feeding preferences and shall be recorded in the log book. The Contractor shall utilize a "least toxic control" method in all pest control applications. The log book that is maintained in the main office of each location shall be utilized to record pest sighting and any action taken in response to these sightings. Maintaining the log book will be the joint responsibility of the Owner and the Contractor. The Owner will be responsible for recording pest sightings and actions taken at the school level including but not limited to; removal or containerization of all food sources, thorough cleaning of affected area and placing work orders to seal entryways or to repair plumbing issues in the areas that provide water for the identified pests. The Contractor shall be responsible for entering the following information into the log books: Pests found in monitors and any action taken; pest application record, including the product name, the formulation, date and location of the application; any pesticide application records shall be identified as a response to a specific pest sighting or pest in monitor record; copies of the Contractor's license and contact information and copies of labels and SDS for all IPM pesticides.

2.12 Training of Staff for IPM

Owner employees at each location which may include Principals, Assistant Principals, Custodians and Food Service staff will receive training on pest identification and the basics of pest management. This training shall include IPM skills and shall be provided by the Contractor as part of the monthly unit price for each location. The Contractor shall provide a copy of the training syllabus within two (2) weeks of contract award.

2.13 Emergency Services

On occasion the Contractor may be requested to perform corrective or emergency service(s) that are beyond the routine requests. The Contractor shall respond to these exceptional circumstances and begin the necessary work within one working day after receipt of the request. Upon request and before any work is performed by the Contractor, quotes must be presented to Owner.

The Owner reserves the right to solicit emergency services from other sources, should the Contractor be unable to furnish the required service within the required time frame. The Contractor shall be held responsible for any and all additional costs occasioned thereby.

3.0 OPTIONAL PRE-BID SITE VISIT

Bidders will be provided the opportunity to conduct a walk-through of the County and/or School sites to be included in the contract. Bidders wishing to view the facilities and pest problems firsthand so they can make a realistic estimate of the services needed and the time required to provide the services should coordinate with the following individuals listed below to arrange site a visit(s) prior to submitting bids. It is the Owner's preference that the same date and time be coordinated with all bidders interested in viewing the facilities. Please submit your request to tour by January 31, 2024. All Bidders visiting school sites during school hours must have photo IDs (Driver's License, State/ Government Issued Identification Card with picture, or Passport), sign in and out at the main office and inform building personnel of their presence on school grounds.

Fauquier County:

Fauquier County Public Schools:

Fauquier County Environmental Services

Elaine Rose

540-422-8480

Don Mills

540-422-7206

Davina Bratcher

540-422-8840



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4.0 METHOD OF ORDERING/INVOICING/PAYMENT

- 4.1 **Ordering:** The Contractor shall accept Owner purchase orders as the approved method of ordering. Each Owner purchase order will cite a specific period of time and will indicate an authorized representative allowed to make releases against the purchase order and/or be contacted with any and all correspondence or questions regarding that purchase order. The Owner purchase order will also state the invoice-to address and location for services.
- 4.2 **Invoicing:** The Contractor shall submit invoices to the “Bill To” address as specified on Owner purchase order. Service tickets at the “Ship To” location will not be considered for payment. The signed delivery tickets provided with each delivery shall be used to verify the invoices. The Contractor shall provide the detailed information on each invoice.
- 4.3 **Payment:** Owner will make payment within forty-five (45) days of receipt of accurate and complete invoice(s).

5.0 CONTRACT ADMINISTRATION

The successful administration of this contract will require close coordination with the Contract Administrator. The Procurement Division has designated the Building & Grounds Manager for the County and Facilities Office Manager for the Schools, and Admirative/Accounting Manager for Environmental Services as the Contract Administrators. These individuals are the interpreters of the conditions of the contract and the judge of its performance and will use all powers under the contract to enforce its faithful performance. The Contract Administrators will determine the amount, quality, acceptability, and fitness in all aspects and shall decide all other questions deferred to them from the county/school in connection with the contract performance. Any modifications made must be authorized by the Procurement Manager and issued as a written modification to the Contract. The Contractor shall work closely with the Contract Administrators during this contract to ensure that services are provided in accordance with the contract.

6.0 CONTRACT PERIOD

The initial period of this contract shall be **one year from date of award**. The Owner shall have the right to renew this agreement for four (4) additional one (1) year terms under the same terms and conditions of the original contract except as stated in 7.1 below.

7.0 PRICES AND PRICE ADJUSTMENTS

All prices shall be F.O.B. Destination Prepaid and shall include ALL charges, such as shipping and handling, that may be incurred in fulfilling the terms and conditions of the resulting contract. The Contractor warrants that the unit prices stated herein shall remain firm for a period of not less than one year from the first date of the contract period. Prices may be negotiated for the subsequent renewal only during the sixty (60) days period prior to the expiration date of each contract period. The Owner shall give the Contractor written notice of contract renewal prior to the expiration date of each annual contract period.

- 7.1 For subsequent renewals if the Contractor requests a price adjustment, the Contractor shall submit a written request for increases in unit price to the Procurement Division. The request must be received at least sixty (60) days prior to the effective date and shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective



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date; (3)the amount of the change requested with documentation to support the requested adjustment (i.e., CPI-U Table 7 “Other goods and services” section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or a manufacturer’s letter stating a change in manufacturer’s price). Such price adjustment shall be by the same percentage, or less, as documented and the contract shall be modified accordingly, provided that:

- 7.1.1 The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the increased contract unit price.
- 7.1.2 Such requested contract unit price increase shall become effective only upon approval by the Procurement Manager, and only after a modification by written amendment to the original contract is signed by both the Contractor and the Procurement Manager. The Procurement Manager may cancel, without liability to either party, any portion of the contract affected by the requested increase, as well as, any items undelivered at the time of such cancellation.

8.0 SUBMISSION OF BIDS

- 8.1 Bidders are reminded that submissions will only be accepted electronically via Fauquier County’s Bonfire Portal at this link: <https://fauquiercounty.bonfirehub.com/portal>
- 8.2 Bids cannot be submitted after the due date/time as the Bonfire Portal will not allow for late submissions.
- 8.3 All questions pertaining to this solicitation must be submitted via the Bonfire Portal for this specific solicitation in the “Messages” section. It is requested that all questions be submitted prior to February 21, 2024 @ 4:00PM (EST) so that they may be addressed to allow for ample time to prepare submission responses. Any changes resulting from questions will be issued as a written addendum to the solicitation.

9.0 EVALUATION AND AWARD

The Owner will evaluate and award to the lowest responsive, responsible Bidder(s), based on the total annual cost of the extended firm fixed prices for Monthly Treatment for Pest Control Monthly Treatment for IPM Services, as specified on the *Bid Form Pricing Schedule*. Bidders are reminded that unit prices include FOB Destination, shipping, handling and all charges that may be incurred **Bidders must bid on all locations listed per treatment type (Integrated or Non-Integrated) to be considered for that service. Bidders may bid on Non-Integrated Pest Control and/or IPM Services, or both. For Bidders not bidding on both sections, Bidders shall mark “No Bid” on the non-applicable line items, as well as indication this on page two (2) of the solicitation.** Bidders shall also provide a price for treatment per square foot and shall provide an hourly labor rate and Termite Treatment price per linear and square foot as indicated on the Bid Form Pricing Schedule. The Owner prefers awarding to one Bidder, on the basis of the total annual cost for each type of treatment Pest Control and/or IPM Services but reserves the right to award the contract to more than one Bidder, and to make an award either in whole or in part, whichever is in its best interest. The Owner also reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole, best interest.



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10. INSURANCE REQUIREMENTS

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage required in the Insurance Checklist at the time of award. The Owner requires the Bidder to furnish a compliant Certificate of Insurance within five business days of request. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract. The Contractor shall furnish certificates of insurance for the coverage required with **Fauquier County and/or Fauquier County Public School Board endorsed as additional insured.**

11. VIRGINIA STATE CORPORATION COMMISSION

State Corporation Commission (SCC) registration requirements effective July 1, 2010: All bids shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions and Instructions to Bidders/Offerors. Use the form provided with this solicitation to note your State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at 804-371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with your bid submission may result in rejection of your bid.

12. PROTECTION OF PERSON AND PROPERTY:

The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.

- 2.1 The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 2.2 The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- 2.3 The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- 2.4 In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the General Terms and Conditions.



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13. WORK SITE DAMAGES:

Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Owner satisfaction at the Contractor's expense.

13.1 Unacceptable Performance: The Owner reserves the right to inspect all operations and to withhold payment for any work not performed or performed not in accordance with the specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. The Contractor shall correct deficiencies within 24 hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

13.2 Ownership of Documents: Any reports, studies, photographs, negatives, or other documents prepared by the Offeror in the performance of its obligations under this contract shall be the exclusive property of the Owner and all such materials shall be remitted to the Owner by Offeror upon completion, termination, or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Offeror's obligations under this contract without the prior written consent of the Owner.



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GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:** Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.
 - a. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Procurement Division.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. WITHDRAWAL OF BIDS/PROPOSALS:

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.
- c. No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same



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bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1 IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of



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Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted, and the bidder will be required to furnish articles in conformity with that specification.

22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.

25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>



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26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner 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 Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/Performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - c. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).



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In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
 - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

35. CHANGES TO THE CONTRACT: Changes can only be made to the contract in one of the following ways:

- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing;
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

36. INDEMNIFICATION: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

38. TERMINATION: Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- a. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- b. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support



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continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.
40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.
42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner's website(s) or third-party programs accessed through Owner's website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled "Accessibility of State and Local Government Websites to People with Disabilities," available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner's web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the



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specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 - Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60- day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



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FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
IFB 43-24mr
PEST CONTROL and/or INTERGRATED PEST MANAAGEMENT SERVICES

BID FORM (PRICING SCHEDULE)

Please fill out the electronic Bid Pricing Sheet through the Bonfire Portal which can be found at this link:

<https://fauquiercounty.bonfirehub.com/opportunities/>

[Pricing Sheet](#) Give Feedback

Collect pricing information from vendors for the requested line items associated with this project.

BID FORM (Pricing Schedule) [Get Help](#)

Item Name (Aa)	Estimated SqFt Per Location (Aa)	Type of Service Required (Aa)	Unit Of Measure (Aa)	Quantity Required (F)	No Bid = N/A for "Not Applicable" (Aa)	Unit Price (\$)	Total Cost	Unit P... Quantity Req...
1. LABOR: Hourly Rate, Reference Site		Integrated Pest Management & Non-Inf	Per Hour	1	Vendor Response	Vendor Response	Unit P...	<input type="button" value="x"/>
2. Termite Treatment Rates, Reference Site		Integrated Pest Management & Non-Inf	Per Linear Foot, Externor/Interior walls &...	1	Vendor Response	Vendor Response	Unit P...	<input type="button" value="x"/>
3. Termite Treatment Rates, Reference Site		Integrated Pest Management & Non-Inf	Per Square Foot, Floors	1	Vendor Response	Vendor Response	Unit P...	<input type="button" value="x"/>
4. Termite Warranty Period		Integrated Pest Management & Non-Inf	Number of Year	1	Vendor Response	Vendor Response	Unit P...	<input type="button" value="x"/>
5. Adult Learning Center 775 Old Waterfou	4800 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P...	<input type="button" value="x"/>
6. Auburn Middle School 7270 Riley Road	118442 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P...	<input type="button" value="x"/>
7. C. M. Bratley Elementary School 674 H...	63680 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P...	<input type="button" value="x"/>
8. Brumfield Elementary 550 Avington Sh	73595 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P...	<input type="button" value="x"/>
9. Cedar Lee Middle School 11138 March	130942 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P...	<input type="button" value="x"/>
10. Central Building A 10 EAST SHIRLEY A	10209 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P...	<input type="button" value="x"/>

(Example from Bonfire seen above)

SUBMIT VIA BONFIRE PORTAL



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**DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST**

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> (figures denotes minimum)
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<u>—</u>	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
<u>—</u>	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
<u>—</u>	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<u>—</u>	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
<u>X</u>	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified Checklist to Fauquier County and/or Fauquier County School Board in stipulations in Code of Virginia Section 38.2-231.	on this accordance with the timelines and
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

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**FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services**

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PEST CONTROL AND INTEGRATED MANAGEMENT SERVICES**

CONTRACTOR DATA SHEET

1. **QUALIFICATIONS OF BIDDER:** Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing pest control service:

Years _____ months.
3. **REFERENCES:** Indicate below a listing of at least three (3) recent or present contracts in which you have provided this type of work of the size and scope specified.

Check Applicable Box:
Corporation Partnership Individual Joint Venture Other

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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

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FAUQUIER COUNTY GOVERNMENT INFORMAL REQUEST FOR PROPOSAL
IFB 43-24mr, Pest Control and/or IPM Services



Fauquier County

and

Fauquier County Public Schools



**CERTIFICATION OF
NO CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Company Name

Contract # and Title

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

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ATTACHMENT A
PESTICIDE APPLICATION LOG FOR IPM ONLY

Equipment Code (E/C)

(EXAMPLE ONLY)