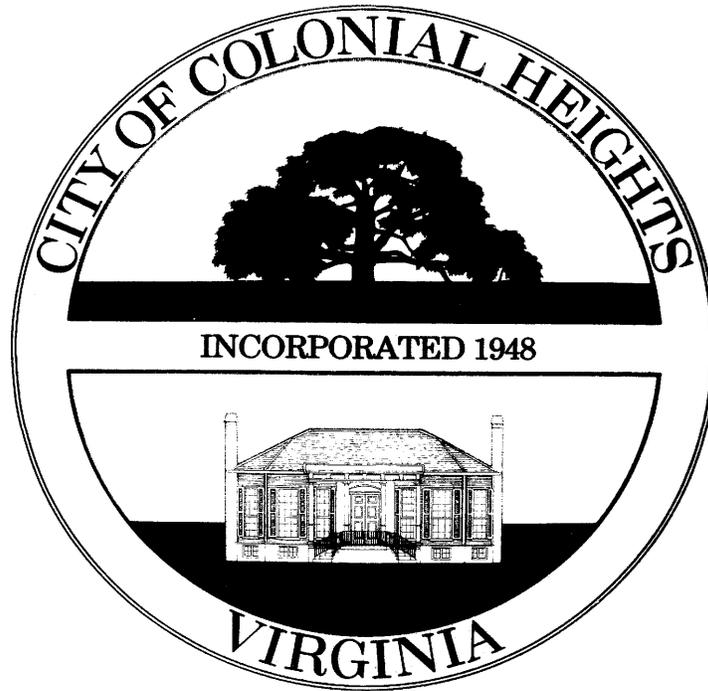


# CITY OF COLONIAL HEIGHTS, VIRGINIA



**INVITATION # SP20-102002-1114**

**PROVIDING PEST CONTROL SERVICES FOR  
CITY OF COLONIAL HEIGHTS VA**

**PROPOSALS DUE: October 20, 2020, 2:00 PM**

**REQUEST FOR PROPOSAL**

City of Colonial Heights  
Purchasing Department  
201 James Avenue – P.O. Box 3401  
Colonial Heights, VA 23834-9001  
Judi L. Whitt, Procurement Specialist  
(804) 520-9358 Fax (804) 524-8723  
[whittj@colonialheightsva.gov](mailto:whittj@colonialheightsva.gov)

September 25, 2020

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Sealed Proposals, subject to the specifications and conditions contained herein and attached hereto, will be received at the above office until, but no later than **2:00 PM, Tuesday, October 20, 2020**. The City of Colonial Heights will have a committee to review all proposals and select a company for an Annual Contract for Pest Control Services.

The successful contractor will be responsible for the pest control services including preventative maintenance and emergency services to maintain effective and economical operations of the facilities for the City of Colonial Heights. The selected firm (Contractor) shall furnish all labor, materials, tools necessary to maintain buildings free of pests.

Your proposal to be considered must be submitted in the format requested herein. If for any reason you deviate from this Request for Proposal, indicate the reason in detail. Other than minor deviations, no alternative proposal will be considered. Five (5) copies of your proposal must be submitted in a sealed envelope. All firms shall sign their proposal and return by the time specified. Failure to comply with these requirements may be cause for rejection of proposal.

Time is of the essence, and any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offeror for ensuring that their proposals are stamped by Purchasing Department personnel or designated personnel before the deadline outlined above.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Colonial Heights encourages all businesses, including minority and women-owned businesses to respond to all invitations to Bid and Request for Proposals.

The City may, if deemed necessary, ask for interviews with all or several of the firms submitting proposals.

The right is reserved to reject any or all proposals submitted and also, to make award where it appears it will be to the best interest of the City.

Any proposal submitted, **MUST** be signed by an individual authorized to bind the offeror. All proposals submitted without such signature will be deemed non-responsive and will not be accepted.

The offeror shall submit three (3) references for work performed similar to that of this contract. References shall include a contact person's name and telephone number.

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**\*\*\*\* Enclosed is a “Non-Collusion Statement” that must be signed and return with the proposal. \*\*\*\***

Questions relating to this Request for Proposal should be directed to Ms. Judi L. Whitt, Procurement Specialist, telephone (804) 520 – 9358, [whittj@colonialheightsva.gov](mailto:whittj@colonialheightsva.gov). Questions relating to the Nature of Services should be directed to Andy Hartman, Buildings and Grounds Supervisor at 804-922-0047, [hartmana@colonialheightsva.gov](mailto:hartmana@colonialheightsva.gov).

If you desire not to submit on this Proposal, please forward your acknowledgment of “NO PROPOSAL SUBMITTED” to the above address.

Mark outside of envelope with Subject SP20-102002-1114– closing date and time for receipt of proposal.

#### Proprietary Information

The Code of Virginia states: “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 Act; 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.”

#### Minority Bidders

The City of Colonial Heights Purchasing Department encourages all businesses, including minority and women-owned business to respond to all invitations to Bid and Requests for Proposals.

#### Availability of Funds

It is understood and agreed between the parties that the City of Colonial Heights shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### Choice of Law and Venue

Any disputes under a resulting contract, that cannot be resolved between the City of Colonial Heights and the contractor, must be resolved in the Circuit Court of the City of Colonial Heights. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws and regulations.

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### Termination of Contract

It shall be the sole right of the City to terminate any contract upon written sixty (60) day notification to the contractor.

### Nondiscrimination Clause

In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:

1. The contractor will not discriminate against any employee or applicant for employment because of disability, race, religion, sex or national origin except where religion, sex or national origin 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.

The contractor shall include the provisions of the foregoing paragraphs, 1, 2 and 3 in every subcontract or purchase order over \$10,000 so that the provision will be binding upon each subcontractor or vendor.

### Drug Free Workplace

In accordance with Section 2.2-4312 of the *Code of Virginia*, during the performance of this contract, the contractor agrees to:

1. Provide a drug-free workplace for the contractor's employees
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, 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.
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
4. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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For the purpose 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.

#### Faith-Based Organizations

In accordance with Code of Virginia, Section 2.2-4343.1, the City of Colonial Heights does not discriminate against faith-based organization.

#### Contractor’s Insurance

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor’s execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City, and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish an original Certificate of Insurance, naming City of Colonial Heights as an additional insured. The Contractor shall furnish insurance in satisfactory limits and on forms and of companies which are acceptable to the Owner’s Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract. The contractor will provide a minimum of liability insurance as follows:

- a. Workmen’s Compensation – Statutory Limits
- b. Contractors liability covering all operations performed by the contractor or any subcontractor with limits of not less than \$1,000,000 combined single limit. Sub contractors are subject to the same limits and must submit certificates of insurance to this office. All certificates of insurance must name the City of Colonial Heights as additionally insured.
- c. Automobile liability insurance-all owned, non-owned and hired automobiles with same limits as in (b) above.

Certification of above insurance requirements will be required before the issuance of an award.

Certificate Holder should be listed as – City of Colonial Heights, c/o Purchasing Department, 201 James Avenue, 2<sup>nd</sup> Floor, P.O. Box 3401, Colonial Heights, VA 23834-9001.

If the Certificate of Insurance Form being furnished is other than the City Form, the certificate of insurance submitted must be modified by striking the words “endeavor to” in the second line and by striking the clause “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”.

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Insurance required above shall not be canceled, limited in scope, or non-renewed until after thirty (30) days prior written notice has been given to the Purchasing Department, City of Colonial Heights.

Certificates of Insurance shall be signed by an authorized agent of the insurance company and shall attach to the certificate documentation containing company affiliation and title, address and telephone number. Name of person signing certificate of insurance shall also print their name. The authorized agent signing on behalf of the Insurance Company must submit certification that they are a licensed agent to do business for the Company within the State of Virginia.

#### **PROTECTION OF PERSONS AND PROPERTY**

Safety Precautions and Programs – The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this contract.

#### Other Contract Documents – (Forms Provided Must be Used)

The contractor agrees to be responsible for, indemnify and hold harmless the City and its representatives from the payment of all sums of money by reason of any claim against the City or its representatives under the Workmen's Compensation Act, and by reason of all or any other accident, injuries, damage or hurt to persons or property that may happen to occur upon or about said work. The contractor agrees that it will, at all times, and at least for one (1) year after the completion of the work, indemnify and hold harmless the City against liabilities from injuries to persons or property, directly or indirectly arising out of the performance or nonperformance of the contract.

Damages to premises, any loss of or damage to property in buildings or to the buildings, caused by the contractor or its employees or agents, shall be promptly repaired or replaced to the satisfaction of the City by the Contractor at the Contractor's expense.

The Hold Harmless Agreement shall be submitted by the successful offeror upon award of the Contract.

#### Contractor Registration

If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by a Offeror is required under any twelve month period is five hundred thousand dollars (\$500,000) or more, the Offeror is required under Title 54.1-1100, Code of Virginia (1950) as amended, to be licensed by the State Board of Contractors as a "Class A Contractor". If such a contract referred to in a single contract or project is for ten thousand dollars (\$10,000) or more but less than one hundred twenty thousand dollars (\$120,000), and the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is one hundred fifty thousand (\$150,000) or more, but less than seven hundred fifty thousand (\$750,000), the Offeror is required to licensed as a "Class B Contractor". If such a contract is for a single contract or project is one thousand dollars (\$1,000) but less than ten thousand dollars (\$10,000) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than one hundred fifty (\$150,000), the Offerer is required to be licensed as a "Class C Contractor". The Offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature, the contractors class and license number.

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If the offeror shall fail to provide this information on his proposal or on the envelope containing the bid and shall fail to promptly provide said Contractor license to the City of Colonial Heights in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950) as amended, and his offer will not be considered.

If a Offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

#### Qualification of Offerors

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. A list of three (3) references is required with the bid submittal. The Owner reserves the right to reject any proposal if evidence submitted by or investigation of such offeror fails to satisfy the Owner that contemplated therein. Conditional offers will not be accepted.

#### Request for Proposal Process

Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal shall be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **To assist in the evaluation process, offerors should send a copy of this proposal filled out and limit their response to 10 typed pages, font size shall be no smaller than 10, plus pages 13 – 16 filled out from this request for proposal.**

The following information should be included in the proposal

- **Company profile:** This should include the offeror's headquarters; location of the office that will manage the City's contract; phone and fax number and email address; size, financial stability and organization structure; years in business, number of full time employees, etc.
- **Proposed project team:** Please include resumes of only those staff to be assigned to the City of Colonial Heights.
- **Related Experience:** Please describe the offeror's prior related experience and expertise in providing services as listed herein only. The references should be for those facilities similar in size and scope to the City of Colonial Heights only. These references should include names, addresses, contact personals and phone numbers.
- **Project understanding:** Provide a narrative demonstrating the offeror's full understanding of all services and tasks required to successfully administer to and complete this contract.

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August 12, 2015

#SP15-15-090920-1045

- Project approach/methodology: Provide a narrative fully and completely describing the billing system proposed and the approach/methodology proposed by the offeror in providing these needed service. Detailed process flow charts fully outlining all steps, milestones, approval points, meeting etc. are preferable.
- Fee/costs: Please provide complete, detailed and itemized description/breakdown of all fees, charges and cost associated with the services to be provided. This should include all license and additional fees, etc.
- Pages 13 – 16 of this request for proposal filled out and returned within bidders proposal.

The offeror's proposal should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria described herein.

#### Evaluation Criteria

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the City's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and be specific in presenting their qualifications.

- Qualifications of the offeror including overall qualifications, experience, and expertise in managing and operating an emergency services billing system with a governmental or municipal entity similar in size and scope to the City of Colonia Heights, VA
- Methodology and approach of the offeror to providing services including personnel, technology, equipment, hours of service, quality processes, and methods of operation.
- Demonstrated ability of the offeror to perform all specified functions of the work
- Fees

#### **EXAMINATION OF FACILITIES**

It shall be the full responsibility of all bidders to conduct a thorough and complete examination of the facilities prior to submitting their bid. **Site inspections of the facilities to be maintained is by request to the Recreation and Parks Department. Contact Rex Sharpe for date and time to examine the facilities via email or phone. The phone number is (804)520-9390 or sharpr@colonialheightsva.gov.** Failure of contractor's/offerors to completely familiarize themselves with the conditions and contract requirements prior to submission of proposals, shall in no way relieve the contractor of the responsibility of performing in such a manner as to meet or exceed the intent of the specifications. The Contractor is warned that no officer of the City other than the Purchasing Agent through a properly issued Addendum to Specifications is able to change the requirements of these specifications and contract documents either verbally or in writing.

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### Selection Procedure

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

### Basis for Award

Information and/or factors gathered during short listing, interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in this Request for Proposal, any other information or factors deemed relevant by the City, shall be utilized in the final award decision.

## **Scope of Service**

It is the intent of this proposal to procure a contract to provide complete Pest Control Services. It is the intent of any resulting contract to have routine monthly spraying of chemicals for pest control monthly. This shall include any additional treatments that may be necessary to eliminate the specified pests. Pests shall include all insects, rats, and mice. Use of alternative control methods will be allowed upon written approval of the City Director of Recreation and Parks. The additional treatments will not be paid for separately and should be included in the base bid price. In the case of pest showing up in facilities, the vendor selected will need to come out and address the issues without additional cost to the contract. It will be necessary for the successful bidder to perform emergency services as may be required and authorized by the City and to supply necessary materials and labor.

The monthly spray/control services shall be conducted during regular working hours – 8:00 A.M. to 4:30 P.M., Monday through Friday. The City's Utilities, Public Works Office, and Sign Shop will have to be done prior to 3:00PM Monday through Friday (These offices have earlier hours than the regular departments).

### CONTRACT PERIOD

The Contract period shall run from date of award for one (1) year. The right is reserved to extend this contract for a period not to exceed five (5) years to be mutually negotiated at a reasonable time (60 days) prior to the expiration date; same to be agreeable to both Contractor and the City. Any increase shall not exceed the Consumer Price Index (CPI) for the previous twelve (12) month period. Rates quoted shall remain firm throughout the contract period.

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#### PERFORMANCE

If services provided are not, in the opinion of the City, satisfactory with respect to the intent of the Contract, the City may at its option, hire an outside contractor to correct the deficiencies found and deduct as liquidated damages all costs incurred from any unpaid amount due the contractor. The contractor shall provide all the services and materials specifically called for in the specifications.

The City of Colonial Heights may effect cancellation of the contract upon thirty (30) days written notice to the Contractor. The City may at its option terminate the Contract immediately if the service(s) provided do not meet with the complete satisfaction of the Buildings & Grounds Department.

All services shall be performed by service technicians who are qualified through factory or other training to work on the specific makes and types of equipment to be repaired/serviced and are directly employed and supervised by the Contractor. Evidence of stated qualifications shall be made available to the City upon request.

The City of Colonial Heights shall reserve the right to request replacement personnel for the pest control duties if the performance of personnel assigned by the Contractor is found to be unsatisfactory.

#### WORK AUTHORIZATION

NO WORK shall be performed under this contract until the vendor has been contacted by the Recreation & Parks Department or such person as authorized by this department. Any and all repair work performed without such approval shall be considered unauthorized and may be considered grounds for cancellation of contract or non-payment for work performed. Recommendations for repairs and construction work shall be presented to the City in writing accompanied by a cost estimate of the proposed work.

#### SUBLETTING OF CONTRACT

No portion of this contract will be sublet without prior approval of the Purchasing Agent.

#### WORKMANSHIP

All work will be performed in a first class manner. The contractor shall have adequate supervision on the work at all times. Employees of the contractor shall be fully uniformed and courteous at all times.

#### Requirements

All work performed will comply with State and City Codes. Furthermore, all materials furnished and installed shall be Underwriters Laboratories approved, where applicable.

The Contractor shall indemnify and save harmless the City, its agents or employees from and against all claims, damages, losses to persons or to property and expenses including attorneys' fees alleged to have been caused through the negligent performance of any part of the work herein, whether such default be asserted to have been in the performance of a duty of employees, to the owners of property or to members of the public. Contractor shall be responsible to the City for the acts and omissions of all persons, firms or corporations directly or indirectly employed by the contractor in connection with the work.

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In any and all claims against the City or any of their agents or employees by any employee of the Contractor or anyone directly or indirectly employed by them or any subcontractor or anyone for whose acts any of them may be liable, the indemnification obligation under above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts. Insurance coverage specified in any part of this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract.

All companies submitting bids will be fully outfitted companies capable of performing any and all work normally encountered in this type of operation. Bidder shall be prepared to give full details as to the size and capability of his organization to fulfill the requirements of a potential contract with the City and will furnish the City with three (3) references.

The City will, during the course of the contract, make demands upon the Successful Contractor which sometimes require immediate response. This is necessary due to the critical nature of work required under such a contract.

All invoices are to be submitted to the Department of Finance . The Recreation & Parks Department, Rex Sharp or designated City Personal, shall be notified when the successful contractor is on City property providing services. THIS PROCEDURE SHALL BE STRICTLY AND UNIFORMLY COMPLIED WITH IN ORDER FOR AN INVOICE TO BE PAID. REPEATED VIOLATIONS OF THIS REQUEST SHALL BE CONSIDERED BY THE CITY TO BE GROUNDS FOR CANCELLATION OF CONTRACT.

#### BASIS OF PAYMENT

Payment for contract will be made monthly. Monthly invoice are required.

#### I. LOCATIONS TO BE MAINTAINED AS FOLLOWS (TWELVE MONTHS):

\*Furnish all labor, materials and equipment necessary to provide for the control of Pests in accordance with the specifications and conditions as outlined in this Invitation for Proposal.

City Hall, 201 James Avenue  
Health Department, 200 Highland Avenue  
Courthouse, 550 Boulevard  
Fire Station #2, 215 Dunlop Farms Boulevard  
Fleet Maintenance Building, 501 Lake Avenue  
Public Works Office, 501 Lake Avenue  
Animal Shelter, 900 E. Roslyn Road  
Violet Bank Museum, 326 Royal Oak Avenue  
Public Safety Building and Fire Station #1, 100 A & B Highland Avenue  
Sign Shop, 527 Springdale Avenue  
Library, 1000 Yacht Basin Drive  
Utilities Department, 2701 Conduit Road

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Recreation & Parks, 901 Meridian Avenue  
Community Center, 157 Roanoke Avenue  
Parks Maintenance Building, 157 A Roanoke Avenue

II. LOCATIONS TO BE MAINTAINED AS FOLLOWS (THREE MONTHS, MARCH, APRIL, AND MAY):

\*Furnish all labor, materials and equipment necessary to provide for the control of Pests in accordance with the specifications and conditions as outlined in this Invitation for Proposal.

Lakeview Concession Stand, Tazwell Avenue  
Civic Field Concession Stand, corner of Roanoke & Meridian Avenue  
Shepherd Stadium Concession Stand, Roanoke Avenue  
High School Concession Stand, behind Colonial Heights High School (3600 Conduit Road)

III. LOCATIONS TO BE MAINTAINED AS FOLLOWS (ONE TIME A YEAR, MAY 1ST):

\*Furnish all labor, materials and equipment necessary to provide for the control of Pests in accordance with the specifications and conditions as outlined in this Invitation for Proposal. This is to spray the pavilions and restrooms at the specified locations.

White Bank Park, 400 White Bank Road  
Fort Clifton Park, 100 Brockwell Lane, behind Tussing Elem. School 5501 Conduit Road  
\*\*This is to include the Amphitheater at Fort Clifton Park  
Lakeview Park, next to 503 Lake Avenue

If you have any questions on locations, feel free to contact the Director of Recreation and Parks, Craig Skalak at (804)520-9390.

**EXAMINATION OF FACILITIES**

It shall be the full responsibility of all bidders to conduct a thorough and complete examination of the facilities prior to submitting their bid. Failure of bidders to completely familiarize themselves with the conditions and contract requirements prior to submission of bid, shall in no way relieve the contractor of the responsibility of performing in such a manner as to meet or exceed the intent of the specifications. The Contractor is warned that no officer of the City other than the Purchasing Agent through a properly issued Addendum to Specifications is able to change the requirements of these specifications and contract documents either verbally or in writing. If there is a question about any facility, please contact the Recreation and Parks Department at (804) 520-9390 for any assistance.

The contractor must have from the Virginia Department of Professional and Occupational Regulation commercial license 7A & 7B. This license is required by the City of Colonial Heights to be awarded the contract.

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**PROPOSALS – shall include the following**

Factor#1

Furnish **all labor, materials, equipment, tools, parts and supplies** necessary to supply the City of Colonial Heights with a Contract for Pest Control Services as required and outlined in specifications as follows:

Locations I Monthly \$ \_\_\_\_\_ Annually \$ \_\_\_\_\_ Lump Sum (twelve months)

Locations II Monthly \$ \_\_\_\_\_ Annually \$ \_\_\_\_\_ Lump Sum (three months)

Locations III Monthly \$ \_\_\_\_\_ Annually \$ \_\_\_\_\_ Lump Sum (May 1<sup>st</sup>, once a year)

Factor #2

**Bidders shall include all overhead, profit, estimates, administrative cost, insurance, travel time, union pension fund, worker's compensation, unemployment insurance, social security, etc. in the amonuts bidded.**

Distance in miles from your place of business to the City of Colonial Heights \_\_\_\_\_.

Hours of Operation for personnel will be the same as the City's hours of 8:00 a.m. until 4:30 P. M. The following locations have special hours of 7:00A.M. – 3:30P.M., which is the Utilities, Sign Shop, and Public Works Office. Service technicians should report to the Recreation & Parks Department prior to going to the site unless prior arrangements have been made.

Please furnish the following information:

Company Representative/Contact Person \_\_\_\_\_

Telephone Number – Daytime \_\_\_\_\_ Nighttime \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Cellular Number \_\_\_\_\_

Contact Person for Service Calls: \_\_\_\_\_ Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

If a discount is offered, it is required that a minimum of twenty (20) days be allowed for payment in order for the discount to be considered. Our teams are \_\_\_\_\_%. If this blank is not filled in, it is understood that a discount of 2% is allowed for payment by the 20<sup>th</sup> day after receipt of order.

Please return proposals to Ms. Judi L. Whitt, Procurement Specialist, City of Colonial Heights, 201 James Avenue, 2<sup>nd</sup> Floor, P. O. Box 3401, Colonial Heights, VA 23834-9001.

City of Colonial Heights  
Purchasing Department  
201 James Avenue – P.O. Box 3401  
Colonial Heights, VA 23834-9001  
Judi L. Whitt, Procurement Specialist  
(804) 520-9358 Fax (804) 524-8723  
[whittj@colonialheightsva.gov](mailto:whittj@colonialheightsva.gov)

September 25, 2020

#SP20-102002-1114

Mark outside of envelope with Subject #20-102002-1114 and closing date and time of the proposal.

**Renewal of Contract**

This contract may be renewed by the City for four (4) successive one year periods under the terms and condition of the original contract. Upon a determination by the City to renew this contract for an additional term, written notification will be given to the contractor.

Project/Contract Description: Any resulting contract shall be effective upon endorsement and shall be in effect for a period of time to be determined as a result of the selection process. The continuation of any contract and the terms, conditions and provisions pertaining thereto beyond any fiscal year is subject to the approval and ratification by the City of Colonial Heights.

Sub-Contracting of Work: No portion of the work will be assigned to a sub contractor without the written consent of the City.

City's Responsibility: The City Shall:

- Provide to the contractor all information in possession of the City which relates to the City's requirements for the project or which is relevant.
- Assist the contractor in obtaining permission to enter upon public and private property as required for contractors to perform the services.
- Examine all studies, test results, sketches, drawings, specifications, proposals, and other documents presented by the Contractor.
- Designate a person(s) to act as the City's representative with respect to the work to be performed under this agreement. Such person shall have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions.

Currently the City has termite warranties on several locations. This is additional cost over annual services listed above. Please indicate if you would maintain the warranty on the specified buildings (**please circle YES or NO**) and if yes, please indicate amount to keep the warranty on the specified building below:

Public Safety Building \_\_\_\_\_

City Hall \_\_\_\_\_

Fire Station #2 \_\_\_\_\_

Courthouse \_\_\_\_\_

Community Center \_\_\_\_\_

City of Colonial Heights  
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September 25, 2020

#SP20-102002-1114

### Non-Collusion Statement

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set for in Request for Proposal # SP20-102002-1114.

My signature certifies that the accompanying proposal is not the result of or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law and can result in fines, prison sentences and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or personal that could be considered as a conflict of interest to the City of Colonial Heights, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationship with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Colonial Heights, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Colonial Heights.

**IF SIGNATURE IS OTHER THAN THE PRESIDENT, PLEASE FURNISH THIS OFFICE A LETTER OF EXPLANATION FOR AUTHORITY TO SIGN FOR THE PRESIDENT.**

I hereby certify that I am authorized to sign as a Representative for the Firm:

Legal Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Registered Contractor Class \_\_\_\_\_ Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Name (Type or Print) \_\_\_\_\_

Title \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

HOLD HARMLESS AGREEMENT

I (we) \_\_\_\_\_, agree to the following provision relating to Indemnification of the CITY OF COLONIAL HEIGHTS whereby:

(a) The Contractor shall indemnify and save harmless the City, its agents and employees from and against all claims, damages, injuries, losses to persons or to property and expenses including attorneys' fees, alleged to have been caused through the fault, omissions or negligence of the Contractor, its agents and employees in the performance of any part of the work herein. Contractor shall be responsible to City for the acts and omissions of all person, firms or corporations directly or indirectly employed by contractor in connection with the work.

(b) In any and all claims against the City or any of its agents or employees by any employee of the Contractor or anyone directly or indirectly employed by the Contractor, the indemnification obligation under paragraph (a) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workmen's compensation act, disability benefit acts or other employee benefit acts. Insurance coverage specified in any part of this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
(Name and Title)

STATE OF \_\_\_\_\_ of \_\_\_\_\_

To-WIT: I \_\_\_\_\_ a Notary Public in and for the \_\_\_\_\_  
\_\_\_\_\_ aforesaid in the State aforesaid, do certify that \_\_\_\_\_

\_\_\_\_\_ whose name is signed to the above agreement bearing the date of \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me in my  
\_\_\_\_\_ and State aforesaid and acknowledged the same as his / her act and deed.

My Commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC