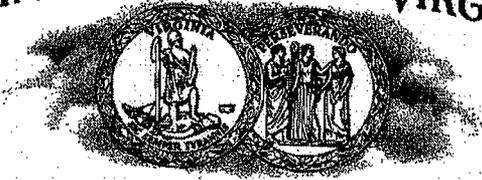


# COMMONWEALTH OF VIRGINIA



WALTON F. MITCHELL, III  
FACILITY DIRECTOR/CEO  
YAD M. JABBARPOUR, M.D.  
CHIEF OF STAFF/MEDICAL DIRECTOR

Department of Behavioral Health  
And Departmental Services

POST OFFICE BOX 200  
CATAWBA, VIRGINIA 24070  
(540) 375-4200  
(540) 375-4385 VITDD

## CATAWBA HOSPITAL CONTRACT MODIFICATION AGREEMENT

**Date:** June 28, 2012  
**Contract No.:** 724-12003 **Vendor Reference No.:** 27-0154950  
**Modification No.:** 01  
**Issued By:** COMMONWEALTH OF VIRGINIA  
Catawba Hospital  
P. O. Box 200  
Catawba, Virginia 24070  
**Contractor:** BUG BUSTERS PEST CONTROL SERVICES  
Kathleen McGill  
1400 West Third Street  
Farmville, Virginia 23901  
**Commodity:** Pest Control Services

**This Supplemental Agreement is entered into pursuant to the provision of the basic contract.**

### Description of Modification:

Section IV. Service Scheduling, A. Routine Service: **(Change)** Buildings treated according to a routine service schedule should be treated on a monthly basis. **(To Read)** Buildings treated according to a routine service schedule shall be treated on a weekly basis. Frequency of service will be evaluated at six-month intervals throughout the life of the contract.

**Except as provided herein, all terms and conditions of Contract Number 724-12003 as heretofore changed, remained unchanged and in full force and effect.**

### NAME OF CONTRACTOR

By: Kathleen McGill  
(Signature)

Kathleen McGill  
Commercial Account Executive 6/28/12

Name and Title  
(Type or Print) Signed

### COMMONWEALTH OF VIRGINIA

By: Walton F. Mitchell, III  
(Signature)

Walton F. Mitchell, III  
Facility Director/CEO 06/28/12

Name and Title  
(Type or Print) Signed

**INVITATION FOR BIDS  
IFB**

Issue Date: May 21, 2012 IFB #: 724-12003  
 Title: PEST CONTROL SERVICES  
 Commodity Code: 902-19  
 Issuing/Using Agency: Commonwealth of Virginia  
 Where Work Will Be Performed: Catawba Hospital  
P. O. Box 200  
5525 Catawba Hospital Drive  
Catawba, Virginia 24070-0200

Period of Contract: From JULY 1, 2012 Through JUNE 30, 2013 \*(Renewable).

Sealed Bids Will Be Received Until 1:00 p.m., JUNE 08, 2012 For Furnishing Services Described Herein and Then Opened In Public in Building 15, 1<sup>st</sup> Floor Conference Room. All Inquiries For Information Should Be Directed To The: Office of Purchasing & Contracting. Phone: 540-375-4360.

**IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO:**

CATAWBA HOSPITAL  
 OFFICE OF PURCHASING & CONTRACTING  
 BUILDING 16  
 5525 CATAWBA HOSPITAL DRIVE  
 CATAWBA, VIRGINIA 24070-0200

**In Compliance With This Invitation For Bids and To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Services At The Price(s) Indicated In Section VI, Pricing Schedule.**

LICENSED #: <u>8566</u>	SPECIALTY: <u>Pest &amp; Termite, Bedbugs</u>	
Name and Address of Firm:	Date:	<u>6/4/12</u>
<u>Bug Busters Pest Control Services</u>	Signature:	<u>Kathleen McGill</u>
<u>1400 West Third Street</u>	Printed Name:	<u>Kathleen McGill</u>
<u>Farmville, Va 23901</u>	Title:	<u>Commercial Account Executive</u>
	Phone:	<u>804-221-7173 -434-392-7914</u>
FEI/FIN Number <sup>1</sup> : <u>27-0154950</u>	Fax:	<u>434-392-6575</u>
Are You A Registered eVA Procurement Vendor?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Date Completed:
Are You A Certified Small, Woman, or Minority Vendor?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Certification No.: <u>688035</u>
Do you accept Visa Credit Card as a form of payment?	<input checked="" type="radio"/> Yes <input type="radio"/> No	

**MANDATORY PRE-BID CONFERENCE/SITE INSPECTION:** A mandatory pre-bid conference and site inspection will be held at 10:00 a.m. on MAY 30, 2012 in Main Hospital, Building 15, 1<sup>st</sup> Floor Conference Room. **NO ONE WILL BE ADMITTED AFTER 10:00 A.M.**

<sup>1</sup> Contractor is **REQUIRED** to provide a Federal Employer Identification Number, a Federal Identification Number or, in the absence of these numbers, his Social Security Number. This information is being collected for IRS reporting.

**Note: this public body does not discriminate against faith based organizations in accordance with Code of Virginia § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.**

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## I. PURPOSE

The purpose of this Invitation for Bids is to establish a firm fixed price contract with one (1) qualified source, hereafter referred to as the "Contractor", to provide pest control service in all Administrative, Patient Care, Residential Buildings, and areas for Facilities Management at Catawba Hospital hereafter referred to as the "Hospital", P. O. Box 200, Catawba, Virginia, 24070, an Agency of the Commonwealth of Virginia. The period of the contract shall be for one (1) year with the option to renew for four (4) additional one (1) year periods.

## II. SCOPE OF SERVICES

- A. The Contractor shall furnish all labor, equipment, supervision, tools, parts, materials, and safety signs necessary to accomplish control of the population of all pests and vectors by Integrated Pest Management (IPM) for all areas and buildings listed in Section IV, Buildings List, plus any other building portion or part not specifically described herein. All work shall be coordinated with the Hospital Contract Administrator, Greg Tyndall, hereafter referred to as the "Contract Administrator", or his designee.

The Contractor shall have an IPM program in place at the time of submission of the Invitation for Bid. Certified Applicators shall be trained in the application of baits, boric acid, traps, monitoring stations and pheromones for insects and rodents. Liquid and aerosol pesticides shall be applied when deemed necessary by a Certified Applicator with Contract Administrator notification only. Service shall include all rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basements, laboratories, and attics. Buildings may be added or deleted to the contract by mutual agreement of the Hospital and the Contractor.

- B. The Contractor shall provide personnel who are trained and supervised in the proper use of pesticides, schooled properly in insect identification and habits, and updated in the latest control methods and equipment. The Applicator shall be a licensed pest control operator certified by the certifying agency for Pest Control Operations in Virginia in the category for which service is being rendered. Proof of certification shall be submitted to the Contract Administrator following the award of the contract. All Certified Applicators shall be identifiable by company uniform and/or company identification badges. The same Applicator(s) shall continually service the specified locations throughout the contract period. The Contract Administrator must be notified and approve a change of Applicator. In addition to the normal service, the service personnel shall be trained to observe and report breaks in sanitation and structure. These problems shall be reported to the Contract Administrator at the time of discovery. The Contractor shall secure the services, within 24 hours of notification, of a registered entomologist who will be available as a consultant regarding pest identification and elimination at no additional cost to the Hospital.

Extermination services shall include inspections and control treatments to include, but not be limited to, rats, mice, cockroaches, ants, lice, moths, water bugs, box elder bugs, common house flies, fleas, bedbugs, book lice, worms, spiders, silverfish, arachnids, crustaceans, reptiles, and termite spot and knock down treatment. Burrows in the ground adjacent to the buildings are included. Install/maintain fruit fly traps, biofoam equipment in the drains, residual dumpsters, exterior walls, windows and doors. Any insect or rodent infestation in buildings shall be reported immediately.

1. The Contractor and Contract Administrator shall perform a detailed building survey during the first month of the contract period to determine existing conditions.
  2. A follow-up survey shall be made midway through the contract period with a written report of findings submitted to the Contract Administrator.
  3. A written schedule shall be prepared, maintained and adjusted by the Contractor to ensure and document servicing. The Contract Administrator will be monitoring this schedule.
  4. The Contractor shall sign in at the Purchasing and Contracting Office designating the date and building location of the service.
- C. **ROUTINE SERVICE:** Service shall be performed by the Contractor during regular working hours of operation between 8:00 a.m. and 3:30 p.m., Monday through Friday, except when special conditions require servicing to be completed when a building or area is vacated, after working hours, or on weekends.

The Contractor Applicator shall check in with the Contract Administrator upon arrival at the Hospital. The Contract Administrator will facilitate access to buildings or areas requiring treatment. Work in a building must be completed the same day it is begun.

The Contractor Applicator shall coordinate all pest control treatment of Food Service Areas (Building 16) with the Food Service Director or designee. The Building 16 Checklist (**Attachment B**) specifically identifies Food Service areas and other Building 15 areas to be inspected and treated. This checklist shall be completed by the Applicator and turned in to the Food Service Director of designee.

- D. PER CALL SERVICE: Any building not treated on a routine service schedule will be treated on a "per call" basis. Treatment method and pesticides shall be appropriate to the reported problem.

The Contractor shall respond within 24 hours on regular business days after notification to provide treatment service. Orders placed on Friday and not declared emergencies will be serviced on the next business day.

The Contractor shall complete a work order form for each room or area of each building requiring a specific service, e.g. cockroach extermination and provide the Contract Administrator with a copy. The Contractor shall record on the work order the following information:

- date of service
- chemicals used
- location of problems encountered
- time (minutes) spent in the area treated
- other pertinent notations

- E. Service required on Saturdays, Sundays, and holidays will be considered emergency work. Only the Facility Director or AOC (Administrator on Call) will be delegated the authority to declare a Pest Control Emergency. Arrangements will be made by the Contract Administrator or AOC to meet with the Certified Applicator to gain access to the service site.

- F. The Contract Administrator prior to application or use shall approve all pesticides proposed for use. Only federally registered pesticides applied according to their registered use as indicated on the label may be utilized. The list submitted for approval shall include: brand name, active ingredients and percentages of active ingredients in normal applications. Copies of current Material Safety Data Sheets (MSDS) shall be supplied for each chemical, pesticide and rodent bait used.

- G. When necessary to install rodent bait boxes, the Contractor shall supply a written report to the Contract Administrator, which indicates the location of the bait box, date of installation and date of removal.

- H. PRIVATE RESIDENCES: Upon completion of service to any residence and before leaving the Hospital grounds, a listing of all chemicals used that day shall be provided to the Contract Administrator. This information will be utilized in the event of a resident's allergic reaction or other complaint that may be registered.

- I. SPECIFIC TREATMENT AREA: After award of the contract, the Contractor shall provide one intensive treatment, as outlined below, for Building 16 Dining Room, Building Storage areas, 12-foot mechanical pit, sanitary sewer manholes and storm drain manholes within a 100 foot radius of Buildings 15, 16 & 17, unless the service is declared as "non" necessary by the Agency. This particular service will be evaluated during each contract renewal period to determine if conditions necessitate a need for the Contractor to provide this service during the upcoming renewal period. See Building 16 Checklist, Attachment B. This special treatment shall be in addition to the regular scheduled treatments for these areas.

1. Power spray outside the building using Tempo 20 or similar chemical for the American roaches that are entering the building from the outside.
2. Dust overhead where the drop ceilings are installed using Tempo Dust and Boric Acid or similar chemicals.
3. Fog the entire building with Pyrethrum and Gentrrol to flush our roaches, kill them, and prevent maturing of the German roach.
4. Fog and dust steam tunnels in and under the building.
5. Use a micro-injector in equipment and other voids in walls, etc.
6. Place bait stations in employee lockers. Lockers will be unlocked for the Contractor.

**Treatment will have to be initiated/completed at night and a cleanup must be performed the next day prior to 5:00 a.m. This treatment will be scheduled in coordination with the Contract Administrator and the Food Service Director.**

### III. ADDITIONAL APPLICATION SPECIFICATIONS:

The Contractor shall use an approved pesticide for the first six (6) months of treatment with a change to another approved pesticide for the second six (6) months of treatment. Treatment shall include notation of crack and crevice applications. The pesticide used shall be recorded on the Contractor's work order form and left with the Contract Administrator.

All pesticides used shall conform to Federal, State and OSHA requirements and shall be approved and in compliance with existing E.P.A. labeling and the use requirements under Federal Insecticide, Fungicide and Rodenticide Act (as amended). The least amount of chemical and the least toxic chemical necessary to provide good pest control and good service without harm to humans, foodstuffs, or furnishings within buildings and/or property is to be applied.

#### A. Insect Control:

1. Apply pesticide with the use of low-pressure pinpoint treatment to cracks and crevices where insects hide and breed.
2. Pesticides may be applied as a spot treatment. This treatment is limited to areas where insect infestations are likely to occur. The "spot", by law, cannot exceed two square feet. These areas may occur on floors, ceilings, walls, bases, or outside of equipment. Only chemicals specifically labeled as a "spot" treatment may be used.
3. Fogging of any areas shall be coordinated with the Contract Administrator.
4. Installation and maintaining of fly lights in Building 16, Kitchen area, as needed.

#### B. Rodent Control:

1. Service shall include the following devices placed strategically throughout the facilities where problems exist:
  - Bait-Station – All bait-stations shall be "closed" bait-stations.
  - Ketch-Alls
  - Glue Boards
  - Snap Traps baited as deemed appropriate by the Certified Applicator.
  - Approved anti-coagulant baits specially formulated for specific requirements.
  - Eaton all-weather bait block with diphacinon.

Mechanical traps, devices and glue boards will be the primary control measure. When an interior mouse problem exists, snap traps and glue boards shall be placed and alternated every 20 feet of runway.

2. All bait-stations shall be covered, cardboard or metal, and plainly marked as required by Federal and State regulations. All bait-stations, interior and exterior, shall be clearly marked with the word "POISON" or otherwise appropriately identified. All bait-stations and Ketch-all traps shall have a date sticker affixed. This sticker shall be dated and initialed during each service by the Certified Applicator. The name of the toxicant used, location and date shall be recorded on the Contractor's work order form and given to the Contract Administrator.
3. Exterior rodent stations shall be used when necessary. These bait-stations shall be tamper-resistant, all-weather, metal, heavy-duty plastic, or comparable casing technology currently in use. The bait-stations shall be anchored, if appropriate, to prevent removal from the designated location by unauthorized individuals. Bait-stations shall have a sticker affixed that is dated and initialed during each service by the Certified Applicator, also listing the name of the toxicant used. Dates and locations shall be recorded on the Contractor's work order form and given to the Contract Administrator.
4. It is the responsibility of the Certified Applicator to check all traps, Ketch-alls and glue boards and dispose of all carcasses and live rodents caught when on premises during a service visit. Agency personnel shall have the responsibility at all other times.
5. Poison bait shall be used only as necessary and where other methods of eradication have proven ineffective.

C. Termite Control:

1. Termite services shall include the identification of termites and elimination of swarming termites.
2. Treatment of termite colonies shall include an effective chemical barrier in the infested area/structure. Specific cost shall be identified as a cost per linear foot in the treatment categories identified in Section XI Pricing Schedule. The price for any other treatment category will be negotiated at the time of requirement to treat.

**IV. SERVICE SCHEDULING**

A. Routine Service:

Buildings treated according to a routine service schedule should be treated on a monthly basis. The Contract Administrator and the Contractor will develop the service schedule.

B. Per Call Service:

The Contractor will be notified by telephone when per call services are required.

C. Other Service:

Buildings treated throughout the year may require ultra low volume (ULV) treatment, commonly called fogging. ULV treatment following Killmaster application is desired for its flushing ability. One to three percent shall be utilized pursuant to label instructions and restrictions.

Should this treatment become necessary, it will be priced separately on an as needed basis. Treatments will be requested and authorized by the Contract Administrator. These treatments shall be scheduled during planned time periods, usually at least 14 days in advance of the treatment. For buildings treated, the Contractor shall provide two (2) follow-up treatments after any fogging or similar treatment (that would make an area uninhabitable for a given time) is completed.

**V. CONTRACT ADMINISTRATION**

- A. Greg Tyndall, Executive Housekeeper or his designee, shall be the Contract Administrator for Catawba Hospital. Mr. Tyndall's office is located in the Carroll Building, Building 17, 2<sup>nd</sup> Floor, and may be contacted by telephone at 540-375-4222 or by facsimile at 540-375-4320.
- B. The Agency facilities will be inspected on a periodic basis by the Contract Administrator to determine the quality and effectiveness of service. When service is determined to be unacceptable, the Contractor shall provide corrective treatment at no charge to the Agency.
- C. Periodic meetings, not to exceed quarterly, may be required. The Contractor's management representative shall be present if requested.

**VI. BUILDING LIST**

Building	Estimated GSF
<b>Section 1: Patient Care</b>	
Building 15	139,300
<b>Section 2: Administration</b>	
Building 10	2,044
Building 13	3,520
Building 17	30,175
Building 18	2,172
Building 19	2,172
Building 24	6,960
Building 31	4,368
Building 35	1,770

Building 54	400
Building 72	1,600
Building 73	9,034
Building 75	1,034
<b>Section 3: Food/Storage</b>	
Building 16	17,730
<b>Section 4: Residences</b>	
Building 6	2,172
Building 8	3,264
Building 9	4,463
Building 14	2,924
Building 20	4,032
Building 26	2,178
Building 27	13,444
Building 28	1,848

**VII. MANDATORY PRE-BID CONFERENCE**

A mandatory pre-bid conference will be at **10:00 A.M., May 30, 2012 in the Main Hospital, Building 15, 1<sup>st</sup> Floor Conference Room**. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Bidders having a clear understanding of the specifications/scope of work and requirements for this solicitation, **attendance at this conference will be a prerequisite for submitting a bid**. Bids will only be accepted from those Bidders who are represented at this bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after **10:00 A.M.**

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**VIII. METHOD OF PAYMENT**

The Contractor shall be paid using one of the following two methods:

- a. Visa Credit Card: At the time of order placement, the customer may authorize payment by the Visa Corporate Purchasing Card.
- b. Payment will be made, Net 30, after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. Catawba Hospital shall make monthly payments to the Contractor on the basis of payment during the month following the month in which the service was rendered. Catawba Hospital reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modification thereof.
- c. All invoices shall be submitted to:
 

Accounts Payable  
 Julie Adkins  
 Catawba Hospital  
 P. O. Box 200  
 Catawba, Virginia 24070-0200

**IX. PRICING SCHEDULE**

**ROUTINE MONTHLY SERVICE**

**Return This Section With Bid Form**

Building	Estimated GSF	MONTHLY RATE
<b>Section 1: Patient Care</b>		
Building 15	139,300	120. <sup>00</sup>
<b>Section 2: Administration</b>		
Building 10	2,044	6.57
Building 13	3,520	6.57
Building 17	30,175	120. <sup>00</sup>
Building 18	2,172	6.57
Building 19	2,172	6.57
Building 24	6,960	6.57
Building 31	4,368	6.57
Building 35	1,770	6.57
Building 54	400	6.57
Building 72	1,600	6.57
Building 73	9,034	6.57
Building 75	1,034	6.57
<b>Section 3: Food/Storage</b>		
Building 16	17,730	120. <sup>00</sup>
Fly Lights: Check/Service/Maintenance	N/A	
<b>Section 4: Residences</b>		
Building 6	2,172	6.57
Building 8	3,264	6.57
Building 9	4,463	6.57
Building 14	2,924	6.57
Building 20	4,032	6.57
Building 26	2,178	6.57
Building 27	13,444	6.57
Building 28	1,848	6.57
<b>TOTAL MONTHLY RATE:</b>		<b>484.83</b>

*KM*  
 Bidder initials

PRICING SCHEDULE (cont'd):

**FIXED RATE FEES FOR  
 NON-ROUTINE SERVICES  
 AS NEEDED**

Return This Section With Bid Form

Per Call Service	MINIMUM TRIP CHARGE: ** \$ 100. <sup>00</sup>	HOURLY RATE: ** \$ 85. <sup>00</sup>
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SPECIFIC TREATMENT AREA	COST PER TREATMENT
Yearly intensive treatment for Building 16, Dining Room, Building Storage areas, 12-foot mechanical pit, sanitary sewer manholes and storm drain manholes within a 100 foot radius of Buildings 15, 16 & 17.	** \$ 600. <sup>00</sup> /Year

TERMITE TREATMENT (ON AN AS NEEDED BASIS ONLY)	COST PER LINEAR FOOT
Inclusive of all variables	\$ 2.75 **
Soil (Individual)	\$ 2.75 **
Block (Individual)	\$ 3. <sup>00</sup> **
Slab (Individual)	\$ 2.75 **

\*\* Note: Pricing on this page is for "as needed" services and will not be considered as a determination for award.

Km  
Bidder initials

**X. GENERAL TERMS AND CONDITIONS:**

1. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manuals" on the vendors tab.
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
3. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth 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 and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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*, § 2.2-4343.1E).

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 these requirements.
- b. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
6. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
7. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
9. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
10. **PAYMENT:**
  - a. **To Prime Contractor:**

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
  4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty- (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, § 2.2-4363).
- b. **To Subcontractors:**
1. A contractor awarded a contract under this solicitation is hereby obligated:
    - (i) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (ii) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-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 Commonwealth.
  3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
11. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
  12. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
  13. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
  14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
  15. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any 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 Purchasing Agency 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 Purchasing Agency 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 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 Purchasing Agency's right to audit the contractor's records and/or to 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 Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Purchasing Agency within thirty- (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question 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 or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. 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 Purchasing Agency or with the performance of the contract generally.
16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 any other remedies, which the Commonwealth may have.
17. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
18. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  - b. Employer's Liability - \$100,000.
  - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  - d. Automobile Liability - \$1,000,000 per occurrence.
19. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
20. **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, 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.

21. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov) streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follow:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and area as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

23. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
24. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid shall state bid prices in US dollars.
25. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstick corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **XI. SPECIAL TERMS AND CONDITIONS**

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to Catawba Hospital will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses any of its products or services, and the contractor shall not include the Commonwealth of Virginia or any agency or institution of the Commonwealth in any client list in advertising and promotional materials.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S):** An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on **TOTAL MONTHLY RATE**. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
7. **CONFIDENTIALITY:** As a condition of being awarded a service contract with Catawba Hospital, an Agency of the Commonwealth of Virginia, all Contractors must agree to hold in confidence any patient-related information received directly or indirectly, on site or elsewhere, in the course of carrying out contractual services, and to maintain this confidentiality following the termination of the contract.

Vendors are also held responsible for ensuring that any of their employees involved in providing contractual services to the hospital know and comply with these confidentiality requirements. Each employee, present and future, providing the specified services to Catawba Hospital must sign a Confidentiality Agreement (Attachment C). The Contractor shall promptly forward the original signed form to Ms. Robyn J. Wright, Catawba Hospital, P. O. Box 200, Catawba, Virginia 24070-0200.

Unauthorized disclosure of confidential patient information may result in termination of the contract and legal action against the Contractor and their employee(s).

8. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor are properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_  
License # \_\_\_\_\_ Type \_\_\_\_\_

9. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
Name of Bidder Due Date Time  
\_\_\_\_\_  
Street or Box Number IFB No./RFP No.  
\_\_\_\_\_  
City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer: Robyn Wright

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

10. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
11. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
12. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or compound offered. Failure on the part of the bidder to submit such data sheets may be cause for declaring the bid as nonresponsive.
13. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

14. **REFERENCES:** Bidders shall provide a list of at least four (4) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
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15. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one (1) year periods, under the terms of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall given approximately 60 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W Table 4 section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W Table 4 section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available..

16. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit host available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

20. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

21. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in one (1) purchase order(s) with the eVA transaction fee specified below assessed for each order:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

22. **CONTINUITY OF SERVICES:**

- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
  - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officers' approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., casts incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

23. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any 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 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided – Attachment E) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**Note:** Please contact the Virginia State Corporation Commission Clerk's Office, at (804) 371-9733 or toll-free in Virginia at 1-866-722-2551, for detailed information of how to comply with the requirements of Special Condition XI.23.

CATAWBA HOSPITAL  
 CATAWBA, VIRGINIA

ATTACHMENT A

BIDDER DATA SHEET

To Be Completed By Bidder

- QUALIFICATION OF BIDDER:** The Bidder must have the capability and capacity in all response to fully satisfy all of the contractual requirements.
- YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: 7 years 6 months.
- REFERENCES:** Indicate below a list of four (4) recent references for which you have provided this type of service. Include the date service was furnished and the name and address of the person the Agency has your permission to contact.

DATE	CLIENT NAME AND ADDRESS	CONTACT PERSON & PHONE NUMBER
(1) 2010-2012	Virginia Center for Behavioral Rehabilitation 4901 East Patrick Henry Hwy Burkeville, Virginia 23922	Kathy Schnepf 434- (434) 767-4417
(2) 2012	Piedmont Geriatric Hospital 5001 East Patrick Henry Hwy Burkeville, Virginia 23922	Steve Bowen 434-767-4577 (434) 480-1813 Harvey Ray
(3) 2010-2012	Central Virginia Health Care locations 25892 North James Madison Hwy New Canton, Virginia 23123	Andy Nazar (434) 960-4918
(4) 2010-2012	Woodland Health Inc. 2003 Cobb Street Farmville, Virginia 23901-2602	Tom Kitchens (434) 392-6106
(6) 2010-2012	Amelia Nursing + Rehabilitation 8830 Virginia Ave Amelia, Virginia 23002	Ms. Snead (804) 561-5611

**CATAWBA HOSPITAL  
 CATAWBA, VIRGINIA**

**ATTACHMENT B**

**Pest Control Contract  
 Food Service/Storeroom Areas**

**Building #16, Checklist  
 (Complete and turn into Food Service Director)**

The following areas must be thoroughly checked during each visit, appropriate chemical treatment applied, and a written record provided to the Food Service Director. Coordinate each visit with the Food Service Director or designee.

AREAS	Area Checked	Pest Found	Chemical Applied
<b>Main Kitchen:</b>			
Cooking Battery			
Ceiling Area in Kitchen (Lift Panels)			
Ingredient Room			
Ingredient Room Storage Closet			
Utility Room, #363B			
Dishroom			
Diet Kitchen Office			
Diet Kitchen			
Hallway			
Bake Shop, #361			
Storeroom, #359			
Break-Out Room, #357			
Bathroom Areas, #356D, #356E, #356F			
Drop Ceiling Area in Bathrooms – Lift Panels			
Dining Room			
Patient Bathroom in Dining Room			
Utility Room off Dining Room			
Serving Line Area			
Food Service Managers Office, #363A			
Dishroom			
Dishroom Cart Wash Area			
Dishroom Storage Closet			
Stairwell			
Dining Room Porch – Grate #1 (Remove Grate, go down 12’ ladder)			
Service Elevator – Contact B&G to take elevator out of service, raise elevator up and inspect underneath			

**Pest Control Contract  
 Food Service/Storeroom Areas  
 Continued**

**Building #16, Checklist  
 (Complete and turn into Food Service Director)**

AREAS	Area Checked	Pest Found	Chemical Applied
<b>Other Building #16 Areas:</b>			
Locker Room, #265			
Purchasing Department			
Purchasing Bathroom Area			
Utility Cut Off Box (remover cover)			
Loading Dock Area			
Loading Dock Mechanical Room			
Loading Dock Heat Exchanger Room HX-1			
Loading Dock Room Behind Heat Exchanger – Check Pipe Penetrations			
Walk-In Cooler Areas, #267			
Walk-In Cooler Drop Ceiling – Lift Panels			
Remove Wooden Side Panel on Bally Cooler Area			
Food Service Managers Office, #363A			

CATAWBA HOSPITAL  
CATAWBA, VIRGINIA

ATTACHMENT C

CONFIDENTIALITY AGREEMENT FOR BIDDERS AND CONTRACTORS

REFERENCE: IFB #724-12003, PEST CONTROL SERVICES

Catawba Hospital, an Agency of the Commonwealth of Virginia, is committed to preserving the confidentiality of patient identity, medical records, and data systems. Any information learned about individual patients and their families in the course of carrying out service contracts with Catawba Hospital is privileged information, subject to all applicable federal and state laws that protect the rights of patients in psychiatric facilities.

As a condition of or being awarded a service contract with Catawba Hospital, an Agency of the Commonwealth of Virginia, all Contractors shall agree to hold in confidence any patient-related information received either directly or indirectly, **on site or elsewhere**, in the course of carrying out contractual services, and to maintain this confidentiality following the termination of the contract.

Vendors are also held responsible for ensuring that any of their employees involved in providing contract services to the Hospital know and comply with these confidentiality requirements.

Unauthorized disclosure of confidential patient information may result in termination of the contract and legal action.

.....  
AGREEMENT FOR CONTRACTOR EMPLOYEES

As an employee of Bug Busters Pest Control I agree to maintain confidentiality of all patient related information I may acquire during the course of and after providing contractual services to Catawba Hospital. I understand that any unauthorized disclosure of patient information during my employment or following my employment with Bug Busters Pest Control may result in legal action against me.

KATHLEEN Mcbill  
PRINT NAME

Kathleen McBill  
SIGNATURE

Bug Busters Pest Control  
FIRM NAME

6/4/12  
DATE



CATAWBA HOSPITAL  
CATAWBA, VIRGINIA

ATTACHMENT E

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number: 07024953

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia for bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with the bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts in Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application of authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):