



Invitation For Bid

2009-3111-0805

CITY OF NEWPORT NEWS

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8721/ Fax: (757) 926-8038

www.nngov.com/purchasing

October 21, 2008

Termite, Moisture and Pest Control Services

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the following described products.

Scope of Work: Provide Termite, Moisture and Pest Control Services as described herein.

A Pre-Bid Meeting will be held at the Public Works Department, Operations Building, located at 513 Oyster Point Road, Newport New, Virginia 23602. The meeting will be held at **9:00 a.m.** on, **November 3, 2008.** Attendance of this meeting is not mandatory but advisable.

Bid Due: November 12 , 2008 @ 3:00 p.m.

Contract Officer: _____
Jerry Stokes, CPPB, Buyer, email: jstokes@nngov.com

AN ORIGINAL AND THREE (3) COPIES OF YOUR SUBMITTAL IS REQUESTED

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

This public body does not discriminate against faith-based organizations

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

Federal Tax ID (or Social Security #): _____ E-MAIL: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This form must be signed. All signatures must be original and not photocopies

CONDITIONS AND INSTRUCTIONS

Rev: 09/09/08

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
2. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
3. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
4. Receipt of your bid by the City is not to be construed as an award or an order to ship.
5. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all articles specified and delivered.
6. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request Administrative withdrawal procedures will be provided that shall be used for that purpose.
7. If issued, addenda to this solicitation will be posted on the Purchasing Department's website (www.nngov.com/purchasing). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
8. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.
9. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: www.nngov.com/purchasing or www.demandstar.com.

10. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
11. If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidder not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
12. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City.
13. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
14. In case of error in the extension of prices, the unit price shall govern.
15. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
16. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
17. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity they propose to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

18. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it

shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.

19. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
20. All bids must be signed by an authorized, responsible officer or employee having the capacity to enter contracts. Obligations assumed by such signature must be fulfilled.
21. By signing this bid, the bidder assigns to the City any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
22. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
23. The contractor guarantees to defend and save the City, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee.
24. The contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them. **The contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

25. **Contractor's License** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the

total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

26. Payment Terms:

- a) Payment terms shall be "2%-20, Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder.
- c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.
- d) The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

27. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

28. In event of default by the contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.

29. Appeals Procedure: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be

timely, all appeals, except contract disputes, shall be made within ten days of either public notice of award, or the actual award, whichever is first.

30. It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.

31. The City has a directory of Newport News Minority and Women-owned businesses. The directory is distributed, at request, at no additional cost.

32. This public body does not discriminate against faith based organizations.

33. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:

- i. He will not discriminate against any employees or applicants 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 one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations 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 non-discrimination clause.
- ii. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- iii. 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 will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

34. 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 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 subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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

35. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
36. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation 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 contractor shall comply with applicable federal, state and local laws and regulations.
37. Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law.
38. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
39. Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative. Violation may result in a determination that your firm is ineligible for award.
- 40. Submit questions regarding this IFB in writing to Jerry Stokes, Buyer, no less than five (5) days prior to the closing date of the Invitation for Bid. Questions may be transmitted by facsimile (757) 926-8038 of email jstokes@nngov.com.**

EXCEPTION PAGE

EXCEPTIONS:

Bidder must sign the appropriate statement below, as applicable:

() Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below, and return with this IFB):

Firm: _____

Signature: _____

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

Payment terms if other than 2%-20 net 30 days _____

Payment terms shall be considered in determining the low bidder.

BID RESULTS

Bid results of the apparent three lowest qualified responsive and responsible bidders will be made available on our web site:

www.nngov.com/purchasing or www.demandstar.com

For a complete written tally sheet, please send a stamped, self-addressed envelope to our office, indicating the bid number, date opened, and a note requesting a tally sheet. Include \$0.25 per page for handling. Vendor may contact Purchasing to determine the number of pages.

Anti-Collusion Certification

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

References:

Bidder shall provide at least three (3) customers over the past five-year period for which you

have provided equivalent services . Do not provide the name of a reference unless verified that the person can be contacted at the number provided.

#1 Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: _____ Project Value: _____

#2 Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: _____ Project Value: _____

#3 Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: _____ Project Value: _____

If three (3) customers can not be provided, the bidder shall mark "N/A" on any blank answers on the document.

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses

(SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE MBE WBE

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

INVITATION FOR BID

GENERAL

This Invitation for Bid shall be the basis for establishing a multi year Blanket Contract to cover requirements for **Termite, Moisture and Pest Control Services for the City.**

SPECIFICATIONS

Scope of Work/Description of Item

The contractor shall furnish all labor, supervision, equipment, tools, parts and materials, as necessary, to provide termite, moisture and pest control services as described herein. The City reserves the right to add or delete any location, indicated in this bid during the contract period without penalty.

All treatments shall be applied within EPA guidelines, using the least toxic chemical practical for the need, and only when needed to prevent cumulative build up of toxins.

Treatment time shall be coordinated with each building owner or City department. Some weekend work may be scheduled. The City shall not be responsible for overtime costs. Bid prices shall apply to all work, regardless of when performed.

Contractor shall prepare and maintain service reports at the time of inspection and any treatments. A copy shall be left at the site with the designated individual.

Pest Control

1. Inspections – made **bi-monthly** on each building designated in this bid.
2. Pest control services shall include but not be limited to the control of rats, mice, ants, silverfish, flea, roaches and miscellaneous crawling insects.
3. Areas in each building will include, but not limited to, the following: all public areas, food preparation and serving areas, all restrooms, office areas, corridors in private office areas, stairways and the outside perimeter of buildings.
4. All material shall be used with all due precaution to obviate the possibility of accident to humans, and the contamination of clothing, furnishing, equipment, cooking utensils and foodstuffs.
5. All materials shall be used in such a manner as to prevent damage to floors, walls and equipment.
6. The contractor shall provide an appropriate level of service necessary to keep buildings free of pests. Pest control treatment shall be performed as often as necessary insure pest free buildings. Hours may vary. Follow-up treatments shall be made within 24 hours of a request by an authorized city representative (unless otherwise coordinated with the requestor). There will be no charges for treatments.
7. All services, regular and special, shall be rendered at such times as to not interfere with employees and other persons in the performance of their duties.
8. All pest control work shall be performed by trained personnel having the required certificates and/or licenses required for the work they are performing.
9. Selected contractor shall have an organization predominantly and regularly engaged in the performance of the majority of work prescribed in this bid.
10. All work performed and material used shall meet the minimum requirements of all applicable Federal and State regulations and local ordinances

11. Vendor shall provide Material Safety Data Sheets to each location.

Termite Control

1. Prices shall be quoted on a per linear foot basis for the initial treatment.
2. After initial treatment annual inspections are required on the treated buildings during their warranty period.
3. The general scope of work required shall include, but not limited to, the initial inspection of accessible areas of each structure; preparation and submission of a Termite Treatment plan for each structure containing active termite colonies and/or damages.
4. Subterranean termite treatment and control as required herein shall consist of chemically treating the soil and base of the structure in a manner that prevents any termites existing within the structure.
5. The proposed Termite Treatment plan submitted by the contractor shall reflect any conditions which, if not corrected by the City, will adversely impact treatment of any of the included structures. The plan will also reflect any existing damages to the structure.
6. Each treated building and/or related structure shall be guaranteed for a period of two (2) years against further attacks and damage from subterranean termites following application of initial treatment and any subsequent treatment. Any and all new damages to the structure caused by subterranean termites during the two year warranty period shall be repaired by the contractor at no additional cost.
7. Selected contractor shall have an organization predominantly and regularly engaged in the performance of the majority of work prescribed in this bid.
8. All work performed and material used shall meet the minimum requirements of all applicable Federal and State regulations and local ordinances
9. Vendor shall provide Material Safety Data Sheets to each location.

Moisture Control

1. Prices shall be quoted on a per square foot basis.
2. After initial treatment annual inspections are required on the treated buildings during their warranty period.
3. The general scope of work required shall include, but not limited to, the initial inspection of accessible areas of each structure; preparation and submission of a Moisture Treatment plan for each structure containing moisture damage
4. Moisture treatment and control as required herein shall consist of proper control techniques, chemically treating the structure, removal of buried wood debris and refuse.
5. The proposed Moisture Treatment plan submitted by the contractor shall reflect any conditions which, if not corrected by the City, will adversely impact the establishment of an effective Moisture Control Treatment of any of the included structures. The plan will also reflect any existing damages to the structure.
6. Each treated building and/or related structure shall be guaranteed for a period of two (2) years against further attacks and damage from subterranean termites following application of initial treatment and any subsequent treatment. Any and all new damages to the structure caused by subterranean termites during the two year warranty period shall be repaired by the contractor at no additional cost.

Bid Prices

The Contractor shall provide treatments, as scheduled and approved by individual departments at the following rates. Rates shall be inclusive of all charges (ie: labor, mobilization, supplies, equipment, etc.).

Square footage of buildings if known are provided and are estimates

Quantities listed below are hypothetical annual requirements, to be used to help determine budget impact, and are non-binding on the City. Compensation will be based on the actual number of authorized treatments at the quoted unit price.

Item	Qty	Unit	Description	Unit Price	Extended Price
1	5,000	Linear foot	Termite Treatment including all labor and materials per specifications for a crawl space foundation		
2	20,000	Linear foot	Termite Treatment including all labor and material per specification for a slab foundation		
3	10,000	Square foot	Moisture Treatment including all labor and materials per specifications for a borate application for insects and fungus		
4	5,000	Square foot	Moisture Treatment including all labor and material per specifications for a moisture barrier (min. grade 4mil poly)		
Total of All Termite/Moisture Treatments (Based on Estimated Annual Quantities)					

Public Works locations (bi-monthly pest control inspections)

<u>FACILITY NAME</u>	<u>SQ FEET</u>	
City Hall 2400 Washington Ave.	130,000	\$ _____/EA
City Hall Annex 2400 Washington Ave.	15,147	\$ _____/EA
Coats And Clarks 5849 Jefferson Ave.	51,055	\$ _____/EA
Community Outreach Bldg #1 (Pd) 10188 Warwick Blvd	1,839	\$ _____/EA
Community Outreach Bldg #2 (Pd) 10188 Warwick Blvd	1,088	\$ _____/EA
Compost Facility Office 550 Atkinson Way	980	\$ _____/EA
Council Chambers 2400 Washington Ave.	5,531	\$ _____/EA
Courthouse 2500 Washington Ave.	94,000	\$ _____/EA
Credit Union 210 25th Street	1,848	\$ _____/EA
Justice Center (Formerly CSB; Crestar) 2501 Washington Ave	84,000	\$ _____/EA
Denbigh Annex 368 Deshazor	13,785	\$ _____/EA
Downing-Gross Cultural Center 2410 Wickham Ave.	51,811	\$ _____/EA
Dresden Dr.(Central) Pd 600 Dresden Dr.	6,500	\$ _____/EA
Drug Court 130 30th Street	3,354	\$ _____/EA

East End Health 1033 28th Street	22,742	\$ _____/EA
Electronic Maintenance 513 Oyster Point Rd.	4,501	\$ _____/EA
Emergency Operations Center 513 Oyster Point Rd.	5,625	\$ _____/EA
Equitable Building 224 24th Street	5,148	\$ _____/EA
Family Courts 2501 Huntington Ave	34,136	\$ _____/EA
Fire Maintenance Shop 424 60th Street	5,500	\$ _____/EA
Fire Station 1 201 33rd Street	17,968	\$ _____/EA
Fire Station 2 2303 Wickham Ave	8,475	\$ _____/EA
Fire Station 3 236 Municipal Lane	4,433	\$ _____/EA
Fire Station 4 13561 Jefferson Ave.	7,917	\$ _____/EA
Fire Station 5 17300 Warwick Blvd.	14,112	\$ _____/EA
Fire Station 6 685 Oyster Point Rd.	12,283	\$ _____/EA
Fire Station 7 5844 Marshall Ave.	14,909	\$ _____/EA
Fire Station 8 531 J. Clyde Morris Blvd.	5,346	\$ _____/EA
Fire Station 9 14500 Old Courthouse Way	7,367	\$ _____/EA
Fire Station 10 12455 Warwick Blvd.	9,822	\$ _____/EA
Fire Training Center 17302 Warwick Blvd.	13,440	\$ _____/EA

Grissom Library 366 Deshazor Drive	25,000	\$ _____/EA
Main Street Library 110 Main Street	26,530	\$ _____/EA
Motor Pool 2400 Washington Ave.	1,513	\$ _____/EA
Municipal Building (1st Floor Lobby/Courtroom Only) 230 25TH Street	9,000	\$ _____/EA
New Juvenile Detention 350 25th Street	75,559	\$ _____/EA
Operations Center 513 Oyster Point Rd.	31,518	\$ _____/EA
Organized Crime Division (PD) 11828 Fishing Point Rd	6,700	\$ _____/EA
Police Training Facility 5851 Jefferson Ave	5,145	\$ _____/EA
Pearl Bailey Library 2510 Wickham Ave.	13,099	\$ _____/EA
Pen. Health Center 416 J.Clyde Morris Blvd.	95,148	\$ _____/EA
Pen. Health Center Auditorium 416 J. Clyde Morris Blvd.	4,458	\$ _____/EA
Pentran Bus Station (PD Offices Only) 150 35T Street	2,500	\$ _____/EA
Police Forensics Lab 9710 Jefferson Ave	10,000	\$ _____/EA
Police Headquarters 9710 Jefferson Ave	60,558	\$ _____/EA
Public Works Annex 505 Oyster Point Rd.	15,491	\$ _____/EA
Public Works Warehouse 513 Oyster Point Rd.	7,683	\$ _____/EA
Public Works Warehouse Trailer 513 Oyster Point Rd.	689	\$ _____/EA

Remote Treasurer Office 12912 Jefferson Ave.	7,186	\$ _____/EA
Seafood Industrial 34 Jefferson Ave.	5,514	\$ _____/EA
Traffic Engineering Paint Building 513 Oyster Point Rd.	3,877	\$ _____/EA
Traffic Engineering Signal Building 513 Oyster Point Rd.	5,000	\$ _____/EA
Vehicle Services 525 Operations Dr	40,227	\$ _____/EA
Video Productions 4 Minton Dr.	7,889	\$ _____/EA
West Avenue Library 2907 West Ave.	10,000	\$ _____/EA

Total bi-monthly price for Public Works \$ _____

Parks/Recreation locations(bi-monthly pest control inspection)

DORIS MILLER COMMUNITY CENTER \$ _____/EA
2814 WICKHAM AVE
Sq. ft. – 2,109

DENBIGH RECREATION CTR \$ _____/EA
14302 OLD COURTHOUSE WAY
Sq. ft. – 7,732

LEEWARD MARINA \$ _____/EA
7499 RIVER ROAD
Sq. ft. – 1,500

WARWICK RECREATION CENTER \$ _____/EA
29 COPELAND LANE
Sq. ft. – 9,508

JULIE CONN GYM \$ _____/EA
328 29TH STREET
Sq. ft. – 21,712

HILTON SR. CENTER \$ _____/EA
605 HILTON BLVD.
Sq. ft. – 3,880

DENBIGH/LEE HALL SR. CTR \$ _____/EA
15460 WARWICK BLVD
Sq. ft. – 5,337

NORTH NN COMM CTR \$ _____/EA
605 SOUTH AVENUE
Sq. ft. – 1,467

THERAPEUTIC RECREATION CENTER \$ _____/EA
325 MAIN STREET
Sq. ft. – 5,110

HUNTINGTON PARK TENNIS CENTER \$ _____/EA
361 HORNET CIRCLE
Sq. ft. - 700

**NN GOLF COURSE PRO SHOP AREA &
GRILL /RESTRAUNT** \$ _____/EA
901 CLUBHOUSE WAY
Sq. ft. – 5,000

NN GOLF MAINT. BLDG \$ _____/EA
901 CLUBHOUSE WAY
Sq. ft. – 3,600

NN GOLF COURSE PAVILION \$ _____/EA
901 CLUBHOUSE WAY
Sq. ft. – 5,600

HARWOODS MILL FISHING \$ _____/EA
13560 JEFFERSON AVE
Sq. ft. - 1960

CAMPSITE OFFICE NN PARK \$ _____/EA
13560 JEFFERSON AVENUE
Sq. ft. - 1260

VIRGINIA WAR MUSEUM \$ _____/EA
9285 WARWICK
Sq. ft. – 25,000

DEER PARK RANGER STATION \$ _____/EA
11523 JEFFERSON AVE
Sq. ft. - 1150

TOURIST INFORMATION CTR \$ _____/EA
13560 JEFFERSON AVE
Sq. ft. – 4,216

NEWPORT NEWS PARK DISCOVERY CTR \$ _____/EA
13560 JEFFERSON AVE
Sq. ft. - 2200

HUNTINGTON PARK CONCESSION \$ _____/EA
HUNTINGTON PARK BEACH
Sq. ft. - 640

MID TOWN RECREATION CENTER \$ _____/EA
570 MCLAWHORNE DRIVE
Sq. ft. – 80,415

RIVERVIEW GYMNASTICS CENTER \$ _____/EA
125 CITY FARM ROAD
Sq. ft. – 12,160

PICNIC AREA III OFFICE \$ _____/EA
NEWPORT NEWS PARK (NEW)
Sq. ft. - 880

PARK MAINTENANCE BLDG \$ _____/EA
(HUNTINGTON PARK)
Sq. ft. - 2800

ACHIEVABLE DREAM TENNIS CTR \$ _____/EA
1300 IVY AVENUE
Sq. ft. 24,978

FACILITY & GROUNDS OFFICE \$ _____/EA
13564 JEFFERSON AVE
Sq. ft. - 1860
Warehouse
Sq. ft. - 6408

NN PARK RANGERS STATION \$ _____/EA
Sq. ft. - 4218

CAMPSITE ACTIVITY \$ _____/EA
Sq. ft. - 2088

WARWICK COURTHOUSE \$ _____/EA
Sq. ft. - 2868

1810 COURT HOUSE \$ _____/EA
Sq. ft. - 350

RIVERVIEW FARM PARK CONCESSION \$ _____/EA
105 CITY FARM ROAD
Sq. ft - 1,505

RIVERVIEW FARM PARK VISITOR CENTER \$ _____/EA
105 CITY FARM ROAD
Sq. ft - 1,248

LEE HALL CONCESSION (FISHING AREA) \$ _____/EA
13560 JEFFERSON AVENUE
Sq. ft. - 324

DOWNING-GROSS CULTURAL ARTS CENTER \$ _____/EA
2410 WICKHAM AVENUE
Sq. ft. - 51,000

STONEY RUN CONCESSION \$ _____/EA
15194 WARWICK BLVD.
Sq. ft. 2,000

STONEY RUN OFFICE \$ _____/EA
15194 WARWICK BLVD.
Sq. ft- 700

PARK MAINTENANCE BLDG. IN NN PARK \$ _____/EA
13560 JEFFERSON AVENUE
Sq. ft – (shop) 4,000
Sq. ft. – (warehouse section) 8,268

Total bi-monthly price for Parks/Recreation \$ _____

Public Utilities locations (bi-monthly pest control inspection)

Lee Hall Maintenance and Operations Center (LHMOC) \$ _____/EA
425 Industrial Park Drive, Newport News, VA 23608
106,175 SQ. FT.
Treatment schedule – *First Week of Each Month*
Building access – 9:00AM – 2:00 PM M-F (Excluding City Holidays)

Enterprise Field Office \$ _____/EA
6100 Warwick Blvd. Newport News, VA 23607
6,500 SQ. FT.
Treatment schedule – *First Week of Each Month*
Building access – 9:00AM – 2:00 PM M-F (Excluding City Holidays)

Processing Operations Center \$ _____EA
2600 Washington Ave., 1st Floor, Suite 101, Newport News, VA, 23607
Treatment Schedule – *First Week of Each Month*
Building access- 8:00 AM-5:00 PM M-F (Excluding City Holidays)

Public Utilities (annual termite/moisture inspection)

*Bid unit pricing for termite/moisture treatment will apply to work resulting from annual inspections
Inspection of these facilities can be conducted Monday through Friday 9:00 a.m. to 3:00 p.m.*

Lee Hall Maintenance and Operations Center (LHMOC) \$ _____/annual inspection
425 Industrial Park Drive, Newport News, VA 23608
106,175 SQ. FT.
Annual inspection

Lee Hall Water Treatment Facility (LHTP Admin. Bldg.) \$ _____/annual inspection
437 Waterworks Way, Newport News, VA
Sq. ft. 9,060
Annual inspection

Enterprise Field Office \$ _____/ annual inspection
6100 Warwick Blvd. Newport News, VA 23607
Sq ft 6,500 SQ. FT.
Annual inspection

Chickahominy Pump Station \$ _____/ annual inspection
1550 Outpost Road, Lanexa, VA 23089
Sq. ft. 3,628
Annual inspection

House A – Raw Water Monitoring Office and Associated Garage \$ _____/ annual inspection
1624 Outpost Road, Lanexa, VA 23089
Sq. ft. 2,104
Annual inspection

House C – Raw Water Monitoring House and Associated Garage \$ _____/ annual inspection
1610 Outpost Road, Lanexa, VA 23089
Sq. ft. 1,708
Annual inspection

PUMP ROOM BLDG (located inside old Meter Shop Building) \$ _____/ annual inspection
423 60th St. Newport News, VA 23607
Sq. ft. 2,650
Annual Inspection

Brackish Groundwater Development (RO Office) \$ _____/ annual inspection
429 Waterworks Way, Newport News VA
Sq ft. 520
Annual Inspection

Harwood's Mill Water Treatment Facility \$ _____/ annual inspection
3629 George Washington Memorial Highway
Sq. ft. 15,776
Annual Inspection

Total bi-monthly price + annual inspections for Public Utilities \$ _____

Bid Pricing Summary

Total of All Termite/Moisture Treatments (from pg 14) \$ _____

Total bi-monthly price for Public Works (from pg 18) \$ _____

Total bi-monthly price for Parks/Recreation (from pg 22) \$ _____

Total bi-monthly price + annual inspections for Public Utilities (from pg 23) \$ _____

Indicate payment terms if other than 2% 20 net 30 _____

Mandatory Submittals: Bidders are required to submit with their bids:

Copy of Pesticide Business license

Copy of the license of the certified applicator in charge

Site Visitation

All bidders are encouraged to visit each site prior to bidding. Visits may be made to each location during regular business hours. Except as explicitly stated in these written bid documents, any representations made by any City personnel other than the City Purchasing department shall not be binding. If bidders have any questions concerning this bid, they must follow the directions on page 7 concerning bid questions. Except as allowed above, direct contact with other City departments on the subject of this bid is strictly forbidden.

SPECIAL INSTRUCTIONS

CONTRACT PERIOD AND RENEWAL OPTIONS

The initial contract period shall be from **Date of Award through June 30, 2010**, with options to **renew**, at the City's discretion, for **four (4) additional years** in one (1) year increments. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

FIRM FIXED PRICING

Price quoted must remain firm for the original contract term and any subsequent renewal periods.

ADDITIONS AND DELETIONS TO CONTRACT

The City reserves the right to delete or add buildings or facilities from the contract at the sole discretion of the contract Administrator or designated representative, at no penalty to the City.

AWARD

Award will be made in accordance with Chapter 2, Article XX, Section 2-563, Newport News City Code. It will be made to the lowest **responsible** and **responsive** bidder based on lowest total bid price per department and lowest total bid price per termite and moisture treatment. In determining the lowest responsive, responsible bidder, in addition to price, the City shall consider references, and any past experience with the service. The City reserves the right to reject any and all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the purchasing agent to be in the City's best interest.

INSURANCE ENDORSEMENTS

Insurance The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

TYPE INSURANCE COVERAGE

LIMITS

- | | |
|---|---|
| 1. Worker's Compensation
Employer's Liability | Statutory
\$100,000.00 |
| 2. Comprehensive General Liability
with XCU & Contractual included | \$1,000,000.00 each
\$1,000,000.00 each Occurrence |
| 3. Property Damage Liability | \$100,000.00 each Occurrence |
-

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

**City of Newport News
Purchasing Department
2400 Washington Ave
Newport News, VA 23607**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

CG 20 10 10 93

Endorsement

Alternate Employer

WC 00 03 01

Policy Amendment

If the following information is not complete, refer to the appropriate information page attached to the policy.

INSURED	POLICY NO.	SEQ. NO.
----------------	-------------------	-----------------

PRODUCER	EFFECTIVE DATE
-----------------	-----------------------

	SCHEDULE			
Alternate Employer	Address			State of Special or Temporary Employment
City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, Virginia				Virginia

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance), we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

WORKER'S COMPEPNSATION

CERTIFICATE OF COVERAGE

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance _____ Yes

Insurance Company: _____

Policy Expiration Date: _____

B. Is self-insured for workers' compensation _____ Yes

Title of Service Contract: **Termite, Moisture and Pest Control Services Re-bid**

Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____