

COVER PAGE

ISSUE DATE: January 30, 2013	INVITATION FOR BID/TITLE: Custodial Pre-Treatment Services for Bed Bug Infestations	
DEPARTMENT: Administration for Human Services	DUE DATE/TIME: March 4, 2013 2:00 PM	CONTRACT SPECIALIST: Rebecca Hoffman 703-324-7809; rebecca.hoffman@fairfaxcounty.gov

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish services for which prices are quoted, at the price set opposite each service, to designated locations within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County, the services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

	Telephone/Fax No.:	
	E-Mail Address:	
	Federal Employer Identification Number:	
	Prompt Payment Discount:	__% for payment within __ days/net __ days
	State Corporation Commission (SCC) Identification No.:	

Vendor Legally Authorized Signature	Date
Print Name and Title	Secretary

Sealed bids subject to terms and conditions of this solicitation will be received by the Fairfax County Department of Administration for Human Services at 12011 Government Center Parkway, Suite 738, Fairfax, Virginia 22035 on February 7, 2013 at 2:00 PM.

1. SCOPE:

- 1.1. The purpose of this solicitation is to establish a contract(s) with a qualified individual(s) or firm(s) for the provision of custodial pre-treatment (preparation) services related to Bed Bug Infestations at Fairfax County Human Services facilities.
- 1.2. Facilities may include residential locations, large treatment facilities or offices.

2. BACKGROUND:

- 2.1. In 2011, the Human Services Bed Bug Infestation Management Task Force Team (the Task Force) was chartered to develop an action plan addressing bed bug infestation occurrences at residential and non-residential county service delivery sites. Representatives from the following county agencies were assigned to the Task Force: Department of Administration for Human Services; Community Services Board; the Health Department; Department of Housing and Community Development; Department of Family Services; and the Juvenile and Domestic Relations District Court.
- 2.2. The Task Force developed an action plan based on Integrated Pest Management (IPM). Components of the plan include: Inspection and Detection; Pre-Treatment; Treatment; and After Treatment Monitoring.
- 2.3. Services required under this contract are for the preparation of a facility and its contents before treatment is provided by a third party.

3. TASKS TO BE PERFORMED:

- 3.1. County requires that contractor attend meeting(s) with county staff and treatment provider at the location where services will be provided in advance of any work. Treatment requirements for the facility will be determined at this meeting. Contractor will provide an estimate, in writing, of the time required for the site preparation work. Contractor may not charge an hourly rate for attendance at this meeting(s); however, contractor will be compensated \$50.00 to attend the required meeting.
- 3.2. Preparation requirements vary depending of the final treatment method chosen. Possible tasks are listed below, but based on the method of treatment, the tasks will vary. Provided below are examples of expected preparation tasks that will be required.
 - 3.2.1. Preparation services for heat treatment may include, but are not limited to, the tasks listed below.
 - 1) Remove all trash from all receptacles and clear common areas.
 - 2) Have each resident select one set of clothing to wear the day of the treatment. Place the clothing in the dryer for one hour on high heat, then place in sealed bag outside the structure. Leave all other clothing items in the household.
 - 3) Remove all pressurized cylinders, aerosol cans, paint and flammable chemicals.
 - 4) Remove small items such as picture frames, paintings or paperwork that may be blown away by air circulation from equipment during the remediation process.
 - 5) Leave electronic equipment in the structure.
 - 6) Remove all live plants.

- 7) Remove oil paintings, aquariums containing fish, and pets from the space.
 - 8) Remove soap, candles, chocolate, cosmetics, bottled alcohols, medications, cologne, perfume, fruits, vegetables, and store them in refrigerator.
 - 9) All cushions, frames, mattresses, cabinets, and desks are to remain in the space to be treated. Remove all linens from the beds. All drawers and doors should be opened.
 - 10) Leave as much in the structure as possible since success requires treatment of all possible items.
 - 11) Do not stack blankets or clothing in piles.
 - 12) All clothing should be placed on hangers.
 - 13) All vinyl blinds must be taken off the walls and laid flat on the floor.
 - 14) All area rugs are to be rolled up, tied, and placed in corners of living room.
- 3.2.2. Preparation services for chemical treatment may include, but are not limited to, the tasks listed below.
- 1) Remove all trash, loose paper and small items from the floor including under beds, behind dressers and closet floors.
 - 2) Vacuum all carpets right up to the wall base using an angle vacuum hose to get close to the edges. Dispose contents of vacuum outside of the unit/ facility in a plastic bag tied tightly.
 - 3) Steam mop tile and/or wood floors paying close attention to the cracks and crevices.
 - 4) Remove all cardboard boxes used for storage and throw away. Replace with large clear plastic bags tied tightly. Bags must not have holes in them.
 - 5) All clothes in dressers and closets must be bagged and tied tightly. No holes in bags.
 - 6) All drawers should be emptied from clothes and papers. Place all bags in the middle of the living room. Drawers will be pulled out and stacked.
 - 7) No clothes are allowed to be stored in suitcases; they must be removed and placed in clear plastic bags tied tightly. Suitcases may stay in the rooms and should be left in an open position.
 - 8) Remove all electronics from the rooms to be treated.
 - 9) All clothes must be washed.
 - 10) Remove all pets from the unit.
 - 11) Remove all items from tops of dresser and end tables of each room being treated. Place in a plastic bag without holes.
 - 12) Remove linens from the beds. Remove any plastic covering from the mattresses and box springs that came from the manufacturer.
 - 14) All window treatments made of cloth should be removed for cleaning either by

washing machine or dry cleaning. Place in plastic bags until cleaned.

3.2.3. Other possible preparation tasks include:

- 1) Shoes, pillows and children's plush toys should be bagged for the laundry.
- 2) Remove outlet covers and switch plates on all walls.
- 3) All picture frames should be removed from the walls.
- 4) Move furniture at least 18 inches away from the walls.
- 5) Mattress and box spring should be vacuumed.

3.3. Contractor will provide sturdy clear plastic bags, which can be securely tied, for accomplishing the above tasks.

3.4. Contractor may be asked to provide a temporary container such as a roll-off box or other portable storage-type unit for facilitating the above tasks. This is not mandatory.

4. COUNTY RESPONSIBILITIES:

- 4.1. Coordinate initial meeting at county facility with contractor and treatment provider to determine method of treatment required and determine what preparation steps are required.
- 4.2. Coordinate provision of a space or facility where belongings may be stored while treatment is completed.
- 4.3. Coordinate information provided to employees/ clients of the county facility receiving services.

5. PERIOD OF CONTRACT:

- 5.1. The period of this contract shall be from March 15, 2013 or the date of the award whichever is later, though June 30, 2016, or the expenditure of \$50,000, whichever comes first.
- 5.2. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated

6. PRICES AND PRICE ADJUSTMENT:

- 6.1. For the initial meeting, as described in Paragraph 3.1, the contractor will be paid \$50.00.
- 6.2. The rate specified by the bidder for all other services shall include all direct and indirect

overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.

- 6.3. The Contractor agrees that prices shall remain firm for 365 days.
- 6.4. **After** 365 days, the unit price may be increased only upon approval of a written request to the Contract Specialist. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index).
- 6.5. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall be reflected by contract amendment.

7. **REQUIREMENTS:**

- 7.1. Authorized individuals will place orders for specific services covered in the resultant contract, as requirements arise. Please refer to the paragraph titled, METHOD OF ORDERING.

8. **RESPONSE TIME:**

- 8.1. Fairfax County requires that service be provided at location within 48 business hours of the county authorizing the service.
- 8.2. The location for service(s) under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Services will be made to various locations in Fairfax County between the hours of 8:30 A.M. and 3:30 P.M. on regular County business days unless other arrangements have been made.

9. **INTERPRETATION OF BID:**

- 9.1. Any questions pertaining to this solicitation shall be directed to:

Rebecca Hoffman, Contract Analyst
Department of Administration for Human Services
12011 Government Center Parkway, Suite 738
Fairfax, Virginia 22035
Telephone Number: (703) 324-7809
E-mail: rebecca.hoffman@fairfaxcounty.gov

10. **SUBMISSION OF BIDS:**

- 10.1. Each bidder must use the attached Pricing Schedule to submit their bid. All bids must show the total price for each service for which a bid is submitted. **All bidders must return two (2) copies of: the Cover Sheet; the Pricing Schedule; and the Vendor Registration Form.** By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids may be mailed or hand delivered to the following location:

Department of Administration for Human Services
12011 Government Center Parkway, Suite 738

10.2. All bids shall be submitted in a sealed envelope or package with the bid title, and the bidder's name and address on the outside of such envelope or package.

10.3. **BIDS RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.**

Bidders are reminded that changes to the bid, in the form of addenda, may be issued between the issue date and within three (3) days before the due date. All addenda MUST be signed and submitted to the Department of Administration for Human Services, 12011 Government Center Parkway, Suite 738, Fairfax, Virginia 22035 before the due date/time or must accompany the bid. Notice of addenda will be posted on the DAHS current solicitation webpage. Bidders are responsible to monitor the web page for the most current addenda at <http://www.fairfaxcounty.gov/admin/cm/Solicitations.htm>

11. CONTACT FOR ADMINISTRATION:

11.1. In the event a contract is executed with your firm as a result of this solicitation please indicate the person(s) we may contact for prompt contract administration, in the space provided on the Pricing Schedule.

12. BID EVALUATION/CONTRACT AWARD:

12.1. References. Bidders shall provide at least three (3) references who can be contacted for verification of the Bidder's qualifications to meet the requirements of this solicitation. For each reference the following information, at a minimum, must be provided on the Pricing Schedule: Name; Company (if applicable); complete address; type of work provided; dates work provided (month and year); phone number; and email address.

12.2. All items listed in this solicitation will be awarded on the basis of a firm fixed price.

12.3. The County reserves the right to award the contract in the aggregate or by line item and to make a Primary and Secondary award, based on the best interest of the County.

13. CONTRACT INSURANCE PROVISIONS

13.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

13.2. The Contractor shall, during the continuance of all work under the contract provide the following:

a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its

subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.

The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

- c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- d. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- e. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- f. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- g. Hold-harmless and Indemnification: Article 63 of the General Conditions and Instructions to Bidders shall apply where DPSM form is used. If not, following paragraph shall be inserted:

"The Contractor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, his subcontractors and their agents and employees".
- h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
- i. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- j. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.

- 13.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to

deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

- 13.4. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 13.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 13.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 13.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 13.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
- 13.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

14. METHOD OF ORDERING:

- 14.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 14.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the services covered under this contract. An issued PO becomes part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 14.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 14.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 14.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

15. CORRESPONDENCE:

- 15.1. All communications between the parties relating to contractual issues shall be through the Contract Analyst and must be in writing to be deemed binding.

16. ADDITIONS/DELETIONS:

16.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

17. SERVICE DELIVERY TICKETS:

17.1. Orders under this contract for service placed by PO or Procurement Card by an authorized representative shall be supported by the Contractor's Service Delivery Ticket. The Contractor's Service Delivery Ticket shall contain the following information:

1. Contractor's Name
2. Purchase Order
3. Date of Purchase
4. Itemized list of services furnished
5. Quantity, unit price and extension of each item, and total
6. Name of authorized representative ordering the services
7. Name of Fairfax County Agency receiving the services.

17.2. In all instances, the Contractor will prepare a Service Delivery Ticket to be signed by the Fairfax County representative, with a copy being retained by the Contractor.

18. INVOICING PROCEDURE:

18.1. The Contractor shall submit a Summary Invoice once each month, listing the Service Delivery Ticket numbers covering services made during the monthly billing period and submitted to the BILL TO address shown on the Purchase Order. The invoice must be accompanied by one copy of each signed Service Delivery Ticket.

18.2. The invoice shall contain the applicable Purchase Order number and the name of the Agency receiving the services. Payment will be made once each month.

19. ORDER OF PRECEDENCE:

19.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.

20. SUBCONTRACTING:

20.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us>; local chambers of commerce and other business organizations.

20.2. As part of the contract award, the prime Contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this

solicitation.

21. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

21.1 Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror 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 or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

22. GENERAL TERMS AND CONDITIONS:

22.1. The bidder awarded a contract will be expected to abide by all applicable provisions of Fairfax County's General Conditions and Instructions to Bidders. This document is available for review at:

<http://www.fairfaxcounty.gov/dpsm/pdf/generalconditions.pdf>

PRICING SCHEDULE:

Description		
REQUIRED BID:		Price per Hour
Preparation Services		\$
		\$
		\$
		\$
REQUIRED BID:		
	Unit quantity	Price per unit
Clear Plastic Bag, sealable		\$
IT IS NOT MANDATORY TO BID THE FOLLOWING ITEM:		
	Type of container	Rate per day
Storage container (as described in paragraph 3.4)		\$

_____ **Agree (initial) to \$50.00 rate for meeting at location (per paragraph 3.1) to determine preparation tasks required based on treatment method**

Contact for Administration (per paragraph 11):

Name: _____

Title: _____

Phone Number: _____

E-mail address: _____

PRICING SCHEDULE (continued):

References (per paragraph 12.1): Provide: name; company name; address; type of work performed and when; telephone number and email address for each. If you need additional space, use a blank sheet of paper.

1.

2.

3.