



INVITATION FOR BID (IFB)

Issue Date: March 10, 2015

IFB# JANITORIALSVCS-BKST-202003

Title: **Janitorial Services**

Issuing Agency: District 19 Community Services Board
20 W. Bank Street
Petersburg, VA 23803

**Using Agency And/
Or Location Where Work**

Will Be Performed: District 19 Community Services Board
20 West Bank Street
Petersburg, VA 23803

Period Of Contract: From April 01, 2015 Through March 31, 2016 (*Renewable).
(*Four (4) Optional Successive One Year Renewal Periods)

Sealed Bids Will Be Received Until March 26, 2015 at 11:00 a.m. For Furnishing The Services Described Herein And Then Opened In Public.

All Inquiries For Information Should Be Directed To: Theoria M. Nixon Phone: (804) 862-8054 x3102.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: **District 19 Community Services Board, 20 W. Bank Street, Attention: Theoria Nixon, Purchasing, Suite #7, 3rd Floor, Petersburg, VA 23803**

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

State Corporation Commission ID Number: _____ (See Special Terms and Conditions)

Name And Address Of Firm:

Date: _____

By: _____
(Signature in Ink)

Zip Code: _____ Name: _____
(Please Print)

DUNS#: _____ Title: _____

Fax Number: (____) _____ Telephone Number: (____) _____

E-mail Address: _____

* PREBID CONFERENCE: A Mandatory prebid conference will be held on Wednesday, March 18, 2015, 09:00 a.m. at 20 W. Bank Street, 2nd Floor, Board Room, Petersburg, VA 23803. Section III herein.

This public body does not discriminate against faith-based organizations in accordance with the *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 intent and purpose of this Invitation for Bid (IFB) is to solicit competitive sealed bids to a establish a term contract with one qualified firm to provide Janitorial Services for District 19 Community Services Board located at 20 W. Bank Street in Petersburg, VA. The areas to be cleaned for janitorial services in the building consist of Nine (9) suites. For the purpose of this IFB, District 19 Community Services Board will be referred to as the CSB hereafter.

II. **SCOPE OF WORK**

A. **REQUIREMENTS:**

1. The Contractor shall furnish all labor, supervision, equipment, materials and supplies necessary to perform janitorial services except those materials and supplies furnished by the CSB as indicated in the specifications a shown in **Attachment A**. The CSB shall furnish the following: hand soap, paper towels, toilet paper, toilet seat covers, disinfectant spray, disinfectant wipes, general purpose floor cleaner, general purpose cleaner, window cleaner, stainless steel cleaner, wood polish, mops, mop buckets, trash can liners, trash bags, sani sacs, brooms and any other items as agreed upon by both parties. The Contractor shall provide the vacuum cleaners. These vacuum cleaners shall be equipped with hose extensions.

All work shall be performed in an efficient, workmanlike manner and shall meet the highest standards for the type service being performed.

Level of Service-The Contractor shall provide a level of cleaning that is at least equal to standard defined by the Building Contractors Association (BCSA) for "adequate" cleaning. "Adequate" shall be defined as a standard that will provide neither serious nor repeated criticism.

2. The Contractor shall perform the task for each area or item at the frequencies specified. Listing of tasks and frequencies is included in **Attachment A**.

Contractor's employee should complete Attachment D,E and F as requested and send information to Facilities or Purchasing Manager in timeframe stated on document.

3. **Meetings:** The CSB's Facilities Manager shall meet briefly with Contractor's employees on an "as needed basis" to discuss coordination of housekeeping functions and quality control. Such meeting shall be arranged by the CSB's Facilities Manager at a time convenient for both parties.
4. **Facility Inspection:** The contractor shall periodically inspect the entire building under contract using an inspection report of the Contractor's design. Inspections shall take place once every two months, for the purpose of ensuring quality workmanship and compliance with the contract. The Contractor's inspection report shall include as a minimum the tasks listed in Attachment A, a comment area for each task, date and time of inspection and signature of the inspector. Such inspection report shall be provided to the CSB's Facilities Manager on the date of inspection. This procedure will provide both the CSB's Facilities Manager and the Contractor with the opportunity to note discrepancies and complaints, plan for correction of deficiencies in the work, and establish a mutually beneficial working relationship.

The Contractor shall implement corrective actions to prevent recurrence of minor discrepancies. Actions taken shall be conveyed to the CSB's Facilities Manager.

The CSB's Facilities Manager will use reasonable and prudent judgment in determining what a minor or major discrepancy is. Oversights in cleaning which do not significantly affect the sanitation, safety or security of the CSB's building should be considered minor. Re-occurring minor discrepancies, and a discrepancy, which significantly affect the appearance, sanitation, safety or security of the CSB's building, will be considered major.

The Contractor shall take immediate corrective action (within 24 hours) on any major discrepancies noted and reported to the Contractor by the CSB's Contract Administrator, who is the Facilities Manager. Such corrective action shall be at no additional cost to the CSB.

5. Contractor's Personnel: The Contractor shall employ a sufficient number of experienced janitors to adequately perform the specified services in the frequency specified on **Attachment A** and at the standard specified herein. The Contractor shall be responsible for the conduct and performance of its employees and is responsible for compliance with the following:
 - a. Contractor employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
 - b. No loud or boisterous conduct will be permitted.
 - c. Contractor employees will not open desk drawers or cabinets at any time.
 - d. Contractor employees shall not use or tamper with office machines or equipment.
 - e. Contractor employees shall not touch CSB's employees' personal property.
 - f. Contractor employees shall complete Attachments D, E and F according to the time period stated on the form (Daily, Twice Weekly and Monthly) and place in the Interoffice mailbox located in Suite 7 of the Facilities Manager (Tom Harris) or Purchasing Manager (Theoria Nixon).

CSB reserves the right to request removal of any of the Contractor's employees from the building at any time for reasonable cause. The Contractor or the designated supervisory representative shall remove such employee from the facility premises upon receipt of such request.

6. Contractor's Work Plan: Within seven days after award of the contract, the Contractor shall submit to both the CSB's Facilities Manager and the Purchasing Manager a complete plan of his/her operations to include the name, address and telephone number of employee (s) assigned to the building, to include any alternate (s).
7. Security: The Contractor shall comply with CSB's building requirements for security and operational constraints. The Contractor will be provided one set of keys to the building, swipe card (s), and access code (s) for the alarm system. The contractor may duplicate no more than one set of keys, the intent being to allow the additional set for use by management. The Contractor shall immediately notify the CSB's Facilities Manager or if unavailable, the Purchasing Manager when there is a discovery that building security has been breached.

Upon award of contract, the Contractor shall certify that all personnel assigned to work at CSB has obtained a criminal history background check and that no

incidents of a felony of larceny crime exist by signing Attachment B, and indicating the assigned personnel name.

8. On-Site Storage: The CSB will supply reasonable and suitable on-site storage space for such cleaning equipment, supplies and materials as the Contractor deems necessary for the performance of this Contract.
9. Contractor Furnished Equipment and Supplies:
 - a. Equipment: The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services, and be available to Contractor's employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements.
 - b. Supplies: All supplies furnished by the Contractor shall be made available for inspection and approval for use the CSB's Facilities Manager. Sufficient supplies to prevent out-of-stock situations shall be maintained on the job site at all times and made available to the Contractor employees for use in performance of required services.

B. SPECIFIC REQUIREMENTS:

1. Schedule: Contractor shall clean the building Monday through Friday. The CSB shall contact the CSB's Facilities Manager and work out a schedule of cleaning hours acceptable taking into consideration the office hours of operation.
2. Failure to Perform: If the Contractor fails to provide the daily services required under this contract for one or more days, the Contractor's monthly invoice will be reduced by an amount equal to the value of the days not worked.
3. Inclement Weather: The Contractor shall make every reasonable effort to provide janitorial services when CSB's employees are excused early because of snow or other hazardous driving conditions. However, in the event janitorial services cannot be provided, the Contractor shall deduct a pro-rated amount from the monthly invoice for each day the service is not provided. If the situation occurs on a Friday or a day proceeding a holiday, the Contractor shall make every effort to provide janitorial services over the weekend or holiday at no additional cost to the CSB.
4. Additional Cleaning: When directed by the CSB's Facilities Manager or Purchasing Manager by written or oral request to clean an area for a special occasion or an emergency, the Contractor shall furnish all labor as required to fulfill the request. The Contractor shall not be responsible for the cleaning of hazardous incidents at the CSB. The Contractor will be paid for these special services based on the labor-hour rate quoted in the bid on Page 15, Section VII. Pricing Schedule.

C. PERFORMANCE STANDARDS:

1. Employee's Offices: No employee offices shall be cleaned in the building. Employees will leave their waste baskets/receptacle outside of their offices to be emptied. All wastebaskets/receptacles shall be emptied daily and the waste basket/receptacle liners shall be replaced daily, and then returned to the outside of the employee's office door.

2. Floors: All floors shall show no dust or dirt streaks and no dirt or dust shall be left behind and under furniture in an area.
3. Floor Mats: At any time a liquid is to be applied to the floors as required by these specifications such as damp mopping, waxing, etc., all carpet mats are to be rolled up, removed before the application and the floors allowed time to dry before replacing the floor mats.
4. Heating/Cooling Returns: All heating/cooling returns shall be free of clinging dust after vacuuming.
5. Products and Equipment: The Contractor shall not use any product, supplies, or equipment that are injurious or damaging to the surface to which they are applied or exposed. The Contractor shall be responsible for restoring/replacing any equipment/facilities, furniture, and floor covering, etc. so damaged.
6. Restroom Facilities: Sinks, toilets and urinals shall be free of stains, deposits, and residues after cleaning. Metal fixtures shall be free of water spots and residues after cleaning. All exhaust fans/vents in the restrooms shall be free of clinging dust after vacuuming.
8. Surfaces: Dust shall be removed and not scattered around room. Surfaces shall be free from dust after dusting is completed.
9. Trash: All trash removed from waste baskets/trash receptacles and other items specifically marked "trash" shall be removed from the building and placed in the designated containers outside the building daily. Trash receptacle liners shall be replaced daily.
10. Vestibule and Common Areas: All vestibule/common areas shall be vacuumed in upper and lower corners of walls. These areas shall be kept free of dust or webs on walls.

III. PRE-BID CONFERENCE (MANDATORY)

A Mandatory prebid conference will be held on Wednesday, March 18, 2015, 9:00 a.m. at District 19 Community Services Board, 20 W. Bank Street, 2nd Floor, Board Room, Petersburg, VA 23803. 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. At the time of this conference, the vendors can tour some of the areas in the building to be cleaned by the janitorial staff in regards to this solicitation.

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

IV. GENERAL TERMS AND CONDITIONS

A. PROCUREMENT REGULATIONS: This solicitation is subject to the provisions of the purchasing regulations of District 19 Community Services Board and Virginia Department of

Behavioral Health and Developmental Services and any revisions thereto, which are hereby incorporated into this contract in its entirety.

B. 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 CSB 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.

C. 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 PIM 98-027B-3to 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 1.and 2.below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. 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 non discrimination clause.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. 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.

D. 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.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the CSB, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for services in the CSB, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. 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 services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the CSB 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 services purchased or acquired by the CSB under said contract.

H. MANDATORY USE OF FORM AND TERMS AND CONDITIONS FOR IFBs:

For Invitation For Bids: Failure to submit a bid on the official form provided for that purpose shall be a cause for rejection of the bid. **Return of the complete document is required.** Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the CSB 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 CSB 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.

I. 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.

J. PAYMENT:

1. To Prime Contractor:

a. 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 purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. 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.

c. All 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.

d. 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.

e. **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 CSB 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).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the CSB for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. 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 CSB, 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 CSB.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions 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.

L. QUALIFICATIONS OF BIDDERS: The CSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and the bidder shall furnish to the CSB all such information and data for this purpose as may be requested. The CSB reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The CSB further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the CSB that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

M. TESTING AND INSPECTION: The CSB reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the CSB.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The CSB may order changes writing 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 the method of packing or shipment and the place of delivery of installation. 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.

2. The CSB's Purchasing department 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:

- a. By mutual agreement between the parties in writing; or
- b. 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
- c. 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. 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.

P. DEFAULT: In case of failure to deliver the services in accordance with the contract terms and conditions, the CSB, 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 CSB may have.

Q. 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 these insurance coverages 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.

R. MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. 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.

2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The CSB must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

A thirty days' written notice of cancellation or nonrenewal shall be furnished by certified mail to the CSB at the address indicated on this solicitation.

S. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the CSB will publicly post such notice on District 19 Community Services Board's public bulletin board for a minimum of 10 days.

T. 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 work place; 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.

U. NONDISCRIMINATION OF CONTRACTORS: A bidder 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 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.

V. 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.

W. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

X. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non stock 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.

V. SPECIAL TERMS AND CONDITIONS

1. **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 CSB, 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.

2. **AWARD OF CONTRACT:** Awards are made to the lowest responsive and responsible Bidder. The CSB reserves the right to conduct any test it may deem advisable and to make all evaluations. The CSB also reserves the right to reject any or 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 procuring public body to be in its best interest.

3. **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.

4. **BID PRICES:** Bid shall be in the form of a firm fixed price per month during the contract period. The fixed labor hour rate per man-hour is not used by the CSB in the evaluation of the bids in determining the lowest responsive and responsible bidder.

5. **CANCELLATION OF CONTRACT:** The CSB reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 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.

6. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and CSB's written consent and only in accordance with federal law of the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the CSB or suspected breach in the security of such information. Contractors shall allow the CSB to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

7. **CONFLICT OF INTEREST:** The contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and Article 4 (Ethics in Public Contracting) of the Public Procurement Act (Section 11-72 et seq.).

8. **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.	
_____	_____	
City, State, Zip Code	IFB Title	
_____	_____	

Name of Purchasing Officer: Theoria M. Nixon, VCO

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.

9. **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 CSB.

10. **PRE-BID CONFERENCE (MANDATORY):** A mandatory pre-bid conference will be held on March 18, 2015, 9:00 a.m. at District 19 Community Services Board, 20 W. Bank Street, 2nd Floor, Board Room Conference Room, Petersburg, VA 23803. 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. At the time of this conference, the vendors can tour some of the areas in the building to be cleaned by the janitorial staff in regards to this solicitation.

Due to the importance of all bidders having a clear understanding of the scope of work and requirements of 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 pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after (9:10am).

11. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

12. **QUALIFICATION OF BIDDERS:** Bidders are requested to complete and return the full solicitation.

13. **MODIFICATION OF CONTRACT:** CSB may, upon mutual agreement with the Contractor, issue written modifications to the contract and within the general scope thereof, except that no modifications, may be made that results in an increase of more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the CSB's Executive

Director. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the CSB:

1. The written modification shall stipulate the mutually agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
2. The written modification shall stipulate the number of unit quantities added to/deletion from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as CSB may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the CSB and the Contractor.

14. **RENEWAL OF CONTRACT:** This contract may be renewed by the CSB for one year/four successive one year periods under the terms and conditions 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 CSB's intention to renew shall be given approximately 90 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 "**Services**" category of the CPI-W 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 CSB 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 "**Services**" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

15. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the CSB. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

16. **SUPERVISION BY CONTRACTOR:** The Contractor shall, at all times, enforce strict discipline and good order among the workers performing under the Contract. The Contractor shall not employ any unfit person or anyone not skilled in the work assigned under this contract.

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

18. **CONTRACTOR PROPERTY DAMAGE:** The Contractor shall be entirely responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of Contractor employees while they are maintained on the work site.

19. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** 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 B-30 Title 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.

VI. METHOD OF PAYMENT

1. The Contractor will submit invoices monthly. Invoices shall comprise of: the contract #, a list of janitorial services rendered for the month to include dates, and the amount. Payment shall be made to the Contractor within 30 days after receipt of invoices.
2. Any special cleaning invoices submitted by the Contractor shall comprise of: the contract #, date (s) of service, description of services rendered, numbers of hours worked and the labor-hour rate. Payment shall be made to the Contractor within 30 days after receipt of invoices.

Invoice(s) is to be submitted to: District 19 Community Services Board
 Accounts Payable Department
 20 W. Bank Street, Suite #2
 Petersburg, VA 23803

VII. PRICING SCHEDULE

The Bidder agrees to provide the service in compliance with the Scope of Work and Terms and Conditions at a fixed price per month for the entire period of the contract as follows:

FIXED PRICE PER MONTH: \$ _____

The Bidder agrees to perform additional cleaning tasks as specified for special or emergency cleaning in Section II, Scope of Work, B. Specific Requirements, 4. Additional Cleaning at a:

fixed labor-hour rate of: \$ _____ **per man-hour.**

VIII. ATTACHMENTS

- Attachment A Tasks and Frequencies
- Attachment B Criminal History Background Check Certification
- Attachment C Contractor Data Sheet
- Attachment D Daily – Janitorial Tasks and Frequencies Checklist
- Attachment E Twice Weekly – Janitorial Tasks and Frequencies Checklist
- Attachment F Monthly – Janitorial Tasks and Frequencies Checklist

ATTACHMENT A
JANITORIAL TASKS AND FREQUENCIES

DAILY

1. Restrooms:
 - a. Floors shall be vacuumed, mopped and scrubbed using a general purpose cleaner or a germicidal disinfectant.
 - b. Clean mirrors.
 - c. Clean sinks, countertops, trash and sanitary receptacles using an appropriate cleaner or a germicidal disinfectant.
 - d. The toilets shall be washed inside and outside using an appropriate cleaner or a germicidal disinfectant.
 - e. All spots shall be cleaned from walls.
 - f. Replenish hand soap, paper towels, toilet seat covers, toilet paper and spray disinfectant which are furnished by the CSB. Leave in each restroom two (2) extra rolls of toilet paper.
 - g. Dust any handicap equipment or any area in the restroom.
 - h. All trash and sanitary items to be removed from restrooms and shall be removed from the building and placed in the designated container outside the building. Replace all trash can liners and sani sacs in waste and sanitary receptacles. Trash can liners and sani sacs are furnished by the CSB.
 - i. Vacuum and remove all dust from exhaust fans, vents, walls and ceilings.
2. Vestibules, Hallways, Conference Rooms, Group Rooms, Treatment Rooms, Lobby and Copier Areas:
 - a. Vacuum all floors.
 - b. Empty all trash cans, and shall be removed from the building and placed in the designated container outside the building. Replace all trash can liners in trash cans or receptacles. Place trash can or receptacle back in place where it was found.
 - c. Clean all spots from walls.
 - d. All carpet mats shall be vacuumed.
 - j. Vacuum and remove all dust from exhaust fans, vents, walls and ceilings.
3. Miscellaneous:
 - a. Janitor's equipment/supply closet/storage areas will be kept neat and clean.

TWICE WEEKLY:

1. Conference Rooms, Group Rooms, Treatment Rooms, Break Rooms, Kitchen Areas, Lobby and Copier Areas:
 - a. Vacuum and mop all tile areas to include tile and vinyl floors.
 - b. Clean and wipe down counter tops, all tables, etc.
 - c. Vacuum and remove all dust or spider webs from wall/ceiling returns, any vents, walls and ceilings.

MONTHLY:

1. Elevator:
 - a. Clean the elevator to include the floor, walls, ceiling panels, and grab bar, etc. Wipe elevator buttons, inside and outside of elevator using disinfectant wipes. Use stainless steel cleaner as applicable. Spray with disinfectant as needed.
2. Miscellaneous:
 - b. Clean windows in the Vestibules, Hallways, Conference Rooms, Group Rooms, Lobby Areas, Kitchen Areas, Break Rooms, etc.
 - c. Clean entrance front door (entering building by the elevator, 1st floor) glass, inside and outside with window cleaner.
3. Conference Rooms, Group Rooms, Treatment Rooms, Break Rooms, Kitchen Areas, Lobby and Copier Areas:
 - a. Dust all venetian, mini and vertical blinds.
4. Suite #3, Playroom, Evaluation Rooms and Therapy Rooms:
 - a. Vacuum and mop all tile areas to include tile and vinyl floors.

The Contractor shall provide the vacuums cleaners with hose extensions; in order to accomplish some of the tasks listed above.

ATTACHMENT B
CONTRACTURAL SERVICES
CRIMINAL HISTORY BACKGROUND CHECK CERTIFICATION

I, _____, as proprietor of _____
_____ company hereby certify that all personnel
assigned to work at the CSB have obtained a criminal history background check. I
further certify that the following employees have no incidents of felony or larceny
crimes.

(Signature)

Name of Employee (s): Please attach additional sheet if needed.

ATTACHMENT C
CONTRACTOR DATA SHEET

Note: *The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.*

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**

Name: _____ Phone: _____

3. **Years in Business:** indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. **Vendor Information:**

FIN or FEI Number: _____ If Company, Corporation or Partnership

Social Security Number: _____ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services to. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____