



INVITATION FOR BID (IFB)

Issue Date: December 14, 2015 **IFB#** JANITORIALSVCS-EMPORIA-030121

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
1101 Greensville County Circle
Emporia, VA. 23847

Period Of Contract: From March 01, 2016 Through February 28, 2017 (*Renewable).
(*Four (4) Optional Successive One Year Renewal Periods)

Sealed Bids Will Be Received Until January 31, 2016 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 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 VI, 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: _____

****SITE VISITS WILL BE SCHEDULED BY CONTACTING PAM BARBOUR OR RICK PRIM, BEGINNING DEC. 21, 2015 - JAN. 08 , 2016. PLEASE CALL (434)348-8900 TO MAKE AN APPOINTMENT.**

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 1101 Greensville County Circle, Emporia VA 23847. The areas to be cleaned for janitorial services in the building consist of approximately 3792 square feet. 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**.
3. Meetings: The Contract Administrator 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 Contract Administrator 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 Contract Administrator on the date of inspection. This procedure will provide both the Contract Administrator 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 Contract Administrator.

The Contract Administrator 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. 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. Contract employees shall not touch CSB's employees' personal property.

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 Contract Administrator and the contracting officer 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, 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 Contract Administrator or if unavailable, the Contractor Administrator's designee 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 Contract Administrator. 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: The Contractor shall clean the building Monday through Friday. The Contractor shall contact the Contract Administrator 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 Contract Administrator or his/her designee 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 waste baskets/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. 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 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 CSB FORM AND TERMS AND CONDITIONS:

Failure to submit a bid on the official District 19 CSB form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, District 19 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, District 19 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 Community Services Board 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 District 19 CSB all such information and data for this purpose as may be requested. District 19 CSB reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Community Services Board further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy District 19 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: District 19 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 District 19 CSB.

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

1. The parties may agree in writing to modify scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. District 19 CSB 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, District 19 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 District 19 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.

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 and \$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. District 19 CSB must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence combined single limit. (Required only if a motor vehicle not owned by District 19 CSB is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.

A thirty days' written notice of cancellation or nonrenewal shall be furnished by certified mail to District 19 CSB at the address indicated on this solicitation.

R. 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.

S. 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 District 19 CSB, 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.

T. 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.

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

V. 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.

IV. 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 District 19 CSB, whichever is sooner. The agency, its authorized agents 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. Evaluations will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making award. District 19 CSB reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
3. **CANCELLATION OF CONTRACT:** District 19 CSB reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 90 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 90

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.

4. **RENEWAL OF CONTRACT:** This contract may be renewed by District 19 CSB upon written agreement of both parties for four (4) successive one year periods under the terms and conditions of the original contract, and 90 days prior to expiration.
5. **CONTRACT MANAGEMENT:** A contract manager will be appointed by the CSB who will be responsible for monitoring contractor performance, resolving contractual issues, and interpreting contractual terms and conditions. Further, the Contract Manager may pursue any issue(s), relating to the contract agreement that results from this solicitation that is in the best interest of the District 19 CSB. The Contract Manager is not authorized to make or authorize changes to the contract, to approve additional work or expenditures, or to change deliverables or timeframes. Requests for such changes shall be directed to the Purchasing Officer.
6. **CRIMINAL CONVICTIONS:** By submitting their proposals, offerors certify that they and their employees that will be performing services under this contract are free of any criminal conviction that indicates a behavior that may pose a risk or threat to District 19 CSB. Verification of certification shall be made available to the Children's Clinical & Prevention Manager at District 19 CSB upon request within ten (10) working days.
7. **DISPUTES:** Disputes shall be communicated between Contractor's assigned coordinator and assigned District 19 CSB Facilities Manager, who will negotiate resolution of dispute. If the condition is not corrected, the coordinator and official shall meet with the District 19 CSB's Contract Officer who will negotiate resolution of the dispute. If the condition is not corrected at the above level, a meeting shall be scheduled with the District 19 Community Services Board Executive Director or his designee by the District 19 CSB's Contract Officer, including all interested parties. The decision of the District 19 CSB's Executive Director shall be final.
8. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE:** The Provider agrees to sign a Business Associate Agreement when requested by District 19 CSB's Purchasing Department in compliance with the Health Insurance Portability and Accounting Act effective April 14, 2003. Failure to execute the Business Associate Agreement may result in termination of this agreement.
9. **HIPAA PRIVACY RULE:** It is the policy of District 19 CSB that all staff, students, volunteers, interns, residents, and contract workers will comply with the HIPAA Privacy Rule, the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers of Mental Health, Mental Retardation and Substance Abuse Services ("Human Rights Regulations"), and other related state and federal laws and regulations. Violations should be reported according to the protocols established in the District 19 CSB's Compliance Plan.
10. **HUMAN RIGHTS POLICY:** The contractor shall comply with and adopt the Board's Human Rights Policy. This policy complies with the Community Human Rights Regulations promulgated in February 2008, and has been approved by the State Human Rights Committee. For a copy of this policy, please contact the Purchasing department at (804) 862-8054, or a copy can be obtained at 20 West Bank Street, Suite 7, Petersburg, VA 23803.
11. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** When it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women owned businesses. Names

of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

- 12. REJECTION OF PROPOSALS:** District 19 CSB reserves the right to reject any and all bids/proposals when such rejection is in the best interest of the District 19 CSB, and to reject the bid/proposal of a vendor who is not in a position to perform the contract.
- 13. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____	_____	_____
Name of Bidder/Offeror	Due Date	Time
_____	_____	
Street or Box Number	IFB No./RFP No.	
_____	_____	
City, State, Zip Code	IFB/RFP Title	

Name of Contract/Purchase Officer or Buyer _____

- 14. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- 15. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to District 19 CSB's satisfaction at the contractor's expense.
- 16. CONFIDENTIALITY:** The Contractor shall adhere to the rules and regulations promulgated by the Virginia Department of Behavioral Health and Developmental Services safeguarding the confidentiality of client related information during and after the term of the contract.
- 17. CONTINUITY OF SERVICES:**
- a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan

with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

17. 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 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. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

V. 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

VI. 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.**

VII. ATTACHMENTS

Attachment A Tasks and Frequencies

Attachment B Criminal History Background Check Certification

Attachment C Contractor Data Sheet

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, **(located on the Government Complex grounds near the Sheriff's Office)**. 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, **Playroom** and Copier Areas:
 - a. Vacuum all floors.
 - b. Empty all trash cans, including outside trash can **(located at the front of the building at the sidewalk)** and shall be removed from the building and placed in the designated container outside the building, **(located on the Government Complex grounds near the Sheriff's Office)**. 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. **Vestibules, Hallways**, 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 **concrete** 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. Miscellaneous:
 - a. Clean windows in the Vestibules, Hallways, Conference Rooms, Group Rooms, Lobby Areas, Kitchen Areas, Break Rooms, etc.
 - b. Clean entrance front door glass, inside and outside with window cleaner.
 - c. Clean and polish built in trash receptacles with Stainless Steele Cleaner
- 2. Conference Rooms, Group Rooms, Treatment Rooms, Break Rooms, Kitchen Areas, Lobby and Copier Areas:
 - a. Dust all venetian, mini and vertical blinds.

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):

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: _____