



Loudoun County, Virginia

INVITATION FOR BID

**JANITORIAL SERVICES FOR LOUDOUN COUNTY SHERIFF'S OFFICE
FIRING RANGE**

ACCEPTANCE DATE: Prior to 4:00 p.m., June 11, 2020 "Atomic Time"

IFB NUMBER: RFQ 235782

ACCEPTANCE PLACE: Department of Finance and Budget
Division of Procurement
1 Harrison Street, SE, 1st Floor
Drop Box labeled: **Procurement Bids and Proposals**
Leesburg, Virginia 20175

A Pre-Bid Conference will be held on **May 28, 2020** at **9:00 AM** in the Loudoun County Sheriff's Office (LCSO) Firing Range located at 41450 Shreve Mill Road, Leesburg Virginia 20175 for clarification of any questions on the specifications and inspection of the site. Attendance at this Pre-Bid is **MANDATORY**.

Due to the COVID-19 pandemic, we would like each pre-bid attendee to send an email to gerald.landayan@loudoun.gov to confirm that you will attend the Mandatory pre-bid. Please make sure to include on your email, the contract#, name of your company, and number of attendees in your group. In addition, **Attendees are REQUIRED to wear a mask during the Mandatory Pre-bid Meeting.**

Requests for information related to this Invitation should be directed to:

Gerald Landayan
Contracting Officer
(703) 771-5956
(703) 771-5097 (Fax)
E-mail address: gerald.landayan@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: May 14, 2020

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY
IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS
DIVISION AS SOON AS POSSIBLE

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**JANITORIAL SERVICES FOR LOUDOUN COUNTY SHERIFF'S OFFICE
FIRING RANGE**

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Prepared By: s/Gerald Landayan Date: 05/14/2020

Contracting Officer

JANITORIAL SERVICES FOR LOUDOUN COUNTY SHERIFF'S OFFICE FIRING RANGE

1.0 PURPOSE

The intent of this Invitation for Bid (IFB) is for the County of Loudoun, Virginia (County) to obtain the services of a qualified contractor to provide janitorial and related services at the Loudoun County Sheriff's Office Firing Range located at 41450 Shreve Mill Road, Leesburg Virginia 20175.

2.0 COMPETITION INTENDED

It is the County's intent that this IFB permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

4.0 BIDDER'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All bidders must submit the documentation indicated below with their bid. Failure to provide any of the required documentation shall be cause for bid to be deemed non-responsible and rejected.*

The following criteria shall be met in order to be eligible for this contract:

- 4.1 Bidders must demonstrate they have been in business providing similar services to government entities for at least the last five (5) years.
- 4.2 Bidders shall provide, at a minimum, three (3) comparable references of current work being performed, preferably at other public sector facilities. These references must be for work done for comparable sized facilities 25,000 sq. ft. each, or greater, with similar cleaning requirements. The list shall include company name, person to contact, address, telephone number, fax number, e-

mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of bid as non-responsible. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

- 4.3 Bidder's must demonstrate that their pricing is sufficient to pay all applicable Federal and State withholdings, workmen's compensation, insurance and comply with at a minimum, the current minimum wage rate. All bidders shall provide with their bid a cost breakdown detailing how the bid price was determined, using Attachment #3 – Bid Breakdown. The breakdown shall include number of employees, cost of supplies, project cleaning and all other elements of the contract.

5.0 SCOPE OF SERVICES

The Contractor shall furnish adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the work.

The ultimate responsibility of the Contractor is to provide Facilities that are uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County and the Contractor. Variances in user traffic, building renovation work, weather conditions, and other uncontrollable and unpredictable factors will determine the actual frequency requirements necessary to maintain County standards.

The County reserves the right to add similar items/services or delete items/services specified in the Contract as requirements change during the course of the Contract. Prices for items/services to be added to/deleted from the Contract will be mutually agreed upon by the County and the Contractor. A Contract Amendment will be issued for each addition/deletion.

The Contractor shall be responsible for cleaning the entire Facility excluding the mechanical, electrical rooms and shooting ranges and any other areas designated by the County Contract Administrator. All square footages listed are approximate.

Additionally, the Contractor should be aware that a schedule of heavy use at the Facilities impacts the amount of cleaning required and may make scheduling of periodic and special cleaning difficult.

5.1 Description of Facilities

A. Main Building

The gross square footage of the Administrative areas to be cleaned at this Facility is 18,439 sq. ft. The Facility is operational Monday thru Friday 7:00 AM thru 4:30 PM. Due to the nature of this Facility scheduling of periodic and special cleaning shall be coordinated with LCSO onsite representative. There may be some weekend activities, therefore, Contractor may be requested to provide special cleaning services on an occasional basis on weekends if events are heavily attended.

This Facility will have six (6) LCSO personnel assigned to this location. The anticipated number of individual users on a daily basis are 30-60 per day.

There is a Virtual Reality Room that will be cleaned daily. Floors will be dry mopped daily and cleaned damp mop one time per week. Dusting shall be performed on surfaces. Feather dusting of some equipment surfaces will be necessary to minimize dust in this room.

Indoor ranges will not be cleaned by Contractor.

B. Force on Force Building.

This building is 6,000 SF and adjacent to the Main Building. Contractor will clean this building upon request. Occasional heavy use will be in 2-3 months cycles annually and those cycles will be communicated with the Contractor when cleaning is required.

C. Breakdown of Fixtures:

See Exhibit A

D. General

The information provided in this section is not intended to be a substitute for site inspection and verification of scope and difficulty of work to be performed. Additionally, the Contractor's price shall be sufficient to pay all applicable federal and state withholdings, worker's compensation insurance and comply with at a minimum, the current minimum wage rate (<https://www.dol.gov/general/topic/wages/minimumwage>), and all other expenses related to the provision of services.

Further, the Contractor shall practice energy conservation and turn off lights in unoccupied areas, except where centrally controlled, and shall keep windows and door closed.

5.2 Description of Services

Routine cleaning shall be done between 7:30 AM and 12:00 PM daily (total 4.5 hours per day) and, if necessary, cleaning done after hours with permission from the Sheriff or his designee. The quoted contract price shall include providing at least one qualified cleaner for a minimum of a Four and one half (4.5) hour period between the hours of 7:30 AM and 12:00 PM, Monday through Friday (except County holidays) (the "Minimum Staff-Hour Requirement") and supplying all necessary labor, equipment, and supplies to complete the cleaning frequencies described herein. It is the County's expectation that the successful bidder shall have sufficient staff to start work on July 1, 2020.

Contractor shall assign a Day Porter to the Facility (see Section 5.9(B) below). The Day Porter shall have a minimum of six (6) months janitorial work experience and shall be able to follow verbal commands from the Contractor assigned Quality Assurance (QA) Supervisor (see Section 5.9(A)) and the County. **The Day Porter must be fluent in English.** All Contractor's personnel assigned under this Contract shall be employees of the Contractor. Use of subcontractors and day laborers is not permitted.

- 5.3 Day Porters shall be instructed by the QA Supervisor regarding schedule of cleaning, requirement of the facilities, use of appropriate cleaning solutions and equipment, and all other requirements as set forth in the Contract.

Contractor shall perform all services as described in this Contract according to the Cleaning Activity Specifications (Section 5.13) and the Minimum Service Requirements (Section 5.14), except on Loudoun County Government observed holidays. Contractors must verify County observed holidays by contacting the Contract Administrator at 703-737-8645.

County Holidays include:

New Year Day (January 1st)

Martin Luther King Day (3rd Monday in January)

Presidents' Day (3rd Monday of February)

Memorial Day (Last Monday in May)

Independence Day (4th of July)

Labor Day (1st Monday in September)

Columbus Day (2nd Monday in October)

Veterans Day (November 11th)

Thanksgiving Day (4th Thursday in November and the following Friday)

Christmas Day (25th of December)

All areas under this Contract will be cleaned fully Monday thru Friday.

5.4 Supplies

- A. The Contractor shall furnish all supplies necessary for the work required herein, including but not limited to:
1. Toilet paper shall be of 100% post-consumer waste content, double ply such as Fort Howard or approved equivalent.
 2. Paper towels shall be of 100% post-consumer waste content, semi-bleached, C-Fold such as Fort Howard or approved equivalent.
 3. Paper toilet seat covers.
 4. Urinal Screens.
 5. EPA approved germicidal detergent, such as Lysol IC, or equivalent.
 6. Waxed feminine hygiene liner bags
 - 9 NCL White Pearl Soap or equivalent to be used in soap dispensers
- B. No supplies shall be used that Loudoun County or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the facilities, their occupants, contents, or equipment.

The County may require samples of the products offered. The Contractor shall supply a product brochure and the Safety Data Sheets (SDSs) within

ten (10) days after the award of the Contract. Submission of this list is MANDATORY.

- C. All supplies provided by the Contractor shall be compatible with the existing dispensers at all locations.
- D. The Contractor is responsible for supplying all paper goods, soaps, cleaners, hand sanitizers etc., currently in use in the Facilities' bathrooms, canteens, kitchens, coffee stations, etc. or equivalent substitutions approved by the Contract Administrator.
- E. Contractor shall be responsible for stocking and supplying Purrell Hand Sanitizers for refill of all dispensers on site. These are to be kept fully stocked at all times. Stock Description: **Purell 9637 with Aloe 800 ml bag in box refill** Due to COVID 19, alternative dispensers may be in place
- F. The touchless foaming GOJO dispensers are to be refilled at the cost of the Contractor. The refills specific to these dispensers are: **5362-02. (1200 ML).** The County will maintain and replace the batteries for the dispensers. Contractor is responsible for reporting when the batteries are no longer operational Due to COVID 19, alternative dispensers may be in place

Bidders shall indicate on the "Supply List" (Attachment #4) the brand names and estimated quantities necessary for the performance of the Contract. The Supply List must be included with bid submission. **FAILURE TO COMPLETE THIS LIST AND INCLUDE WITH BID SUBMISSION MAY BE A BASIS FOR REJECTION OF THE BID AS NON RESPONSIVE**

5.5 Equipment

- A. All necessary cleaning equipment including power driven floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the Facilities or their contents. All equipment must be in good working condition at all times. Any non-working equipment shall be replaced/repared within twenty-four (24) hours. Bidders shall indicate on the "Equipment List" (Attachment #5) the manufacturer and amount of equipment that they have available for use under the Contract. The Equipment list shall be submitted with the bid. **FAILURE TO COMPLETE THIS LIST AND INCLUDE WITH BID SUBMISSION MAY BE A BASIS FOR REJECTION OF THE BID AS NON RESPONSIVE.**

NOTE: All equipment such as brooms, mops, and vacuums shall be available for use by the County staff or Day Porters during the day. The County shall assume responsibility when using the equipment. Adequate paper supplies and hand soap shall be stored in locked housekeeping closets (3). Designated County employees will have keys to these closets

in the event supplies become short during the day and need replenishment.

- B. Electrical power, 110 volts, will be furnished by the County at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. The Contractor shall be responsible for any damage caused to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning.

5.6 Occupational Safety and Health Administration (OSHA) Guideline Compliance:

The Contractor shall be responsible for compliance with all applicable federal, state, and local laws, rules, regulations, procedures, and guidelines regarding safety.

Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit the County to immediately terminate this Contract without liability.

- A. **SAFETY DATA SHEETS** - The Contractor shall furnish to the Contract Administrator copies of Safety Data Sheets (SDS) sheets for all products used prior to beginning service in the Facilities and must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the Facilities, a copy of that product's SDS must be provided to the Contract Administrator, prior to the product being used in any Facility.

The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g. or SDS sheets.

- B. **LABELING OF HAZARDOUS MATERIALS** - Contractor shall comply with OSHA Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers. The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.
- C. **CAUTION SIGNS** - Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the County. Caution signs shall be on-site on commencement of Contract. **A minimum of one sign per 5000 sf is required.**
- D. **OSHA GUIDELINES OF BLOOD PATHOGENS** - Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the Contract Administrator.

Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Contract Administrator upon award of the Contract.

- E. Personal Protection Equipment (PPE) must be kept in each janitorial closet for staff to use. This must be labeled as such and kept in supply at all times. This PPE must include masks and gloves.

5.7 Slip Resistance

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery and use of Caution signs are to be used until conditions are corrected.

5.8 Germicidal Properties

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number and are EPA approved for COVID 19 disinfection.

5.9 Personnel Requirements

The Contractor shall screen all applicants and employ only qualified personnel under this Contract. The Contractor shall assign a sufficient number of personnel to each facility to maintain optimum conditions of cleanliness. If the quality of services is considered to be unacceptable to the County, then the Contractor will be required to increase the number of staff and or take whatever measures are required to remedy the situation.

A. Quality Assurance (QA) Supervisor(s)

The Contractor shall assign a QA Supervisor(s) for this Facility. The QA Supervisor(s) shall have at least three (3) years of janitorial services experience and shall be literate and fluent in the English language, due to the necessity to read chemical labels, job instructions and signs, as well as the need for communicating with County personnel. The Contractor shall be required to provide the name and position within the company of the QA Supervisor(s) to the County. The Contractor shall equip the QA Supervisor(s) with a cellphone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's designee. The QA Supervisor(s) must visit and inspect the Facility no less than one time per week or more if needed.

B. Day Porter

The Contractor shall provide a Day Porter during the hours of 7:30 AM and 12:00 PM (total of 4.5 hours per day who is fully trained perform all specified duties at this facility covered under this Contract

C. Time Sheets

All Contractor employees including the QA Supervisor are required to identify themselves by entering their name, starting time, and, when

leaving, ending time on the time sheet each workday. All Contractor employees shall sign their own names and times. Failure to submit an accurate timesheet (i.e. inaccurate hours, falsifying names, etc.) may be cause for demerits and/or termination. A standard form such as the one contained in Attachment #7 shall be used. The time sheet shall be posted inside the custodial closet for availability to Loudoun County personnel. The Contractor shall furnish an original copy of such records with the invoice at the end of the month.

D. Employee Identification and Building Access:

1. All Contractor employees shall wear uniforms that bear the company name/logo. Uniforms shall be approved by the County Contract Administrator. Uniforms shall be neat not be exceptionally dirty, stained, or torn. The Contractor must provide each employee a minimum of 3 shirts/uniforms.
2. Identification badges shall be furnished by the Contractor and worn by all Contractors' employees at all times, while on County premises. The badges shall visibly display the Contractor's name, employee's picture, and name.
3. Access to the Facilities shall be as directed by the County Contract Administrator or designee. Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of the Contract Administrator or designee. Should employees require an off-site lunch break, the time of this break must be submitted in advance to the Contract Administrator. Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the authorized County representative. **All doors shall remain locked and no doors shall be propped open at any time.**
4. Contractor shall require all employees performing under this Contract to personally sign and be responsible for each electronic access card to gain entry to work areas. This card is to be used only by the individual for whom the card was issued. When an individual is no longer employed by the Contractor, the card must be reassigned using the keycard request form provided. The form shall be sent to the Contract Administrator or designee. If a card is lost, the Contract Administrator or designee must be notified immediately. The Contractor shall report all lost, stolen or terminated employees' cards by calling 703-737-8645. The County reserves the right to charge the Contractor for lost or damaged cards. Unauthorized use of key cards is prohibited, and may be cause for t termination.
5. The Contractor shall not allow anyone into the building other than authorized employees of the Contractor. The Contractor shall not allow its employee's family members, friends, etc. to enter the

Facilities. Unauthorized access may be cause for termination of the Contract.

E. Training and Development of Contract Personnel:

All Contractor employees shall be fully trained and skilled in safe and proper housekeeping techniques. The use of custodians who are not adequately trained may be sufficient grounds for termination of the Contract. Emphasis should be placed on Handling Hazardous Materials (proper cleanup of blood and body fluids) as stated herein.

The Contractor shall have established procedures for recruitment, retaining and development of its employees (Training and Development Plan). As part of these procedures, the Contractor shall have orientation training as well as periodic training for its staff on subjects such as:

1. Proper handling of cleaning products and chemicals.
2. Compliance with the requirements of County.
3. Task analysis identifying knowledge and skills required for each custodial/janitorial activity.
4. Training objectives and methods of verifying competency of all Contractor personnel.
5. Instruction to custodians and supervisors that at no time shall they open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose other than a local emergency call. Any violation may result in termination of the Contract.

The Contractor shall submit a copy of the Training and Development Plan to the Contract Administrator within ten (10) days of Contract award for review and approval. The Contractor shall not commence any work under this Contract until the Training and Development Plan, incorporating any changes required, has been approved by the County.

The Contractor shall maintain records of employee training, and submit these records to the Contract Administrator annually within thirty (30) days of any Contract renewals.

The Contractor's use of employees who are not adequately trained may be sufficient grounds for termination of the Contract.

5.10 Contractor Staffing Requirements

- A. The Facilities shall be fully staffed on the first day of work under the Contract. All personnel shall receive close and continuing first-line supervision by the Contractor.
- B. Day Porters and QA Supervisors shall be employees of the Contractor. The use of day laborers and/or subcontractors is not permitted. (Subcontractors may only be used for carpet cleaning and window cleaning.)

- C. The Sheriff's Office will conduct a thorough criminal background check of all Contractor employees assigned to clean under this Contract including any QA Supervisor that may visit the site. This background check will include a fingerprint and a photograph. The Sheriff's Office shall be the sole determiner of the suitability of potential Contractor employees to work at the locations under this Contract. The Contractor should expect that it could take up to ten (10) business days to conduct a criminal background check. The Contractor shall have sufficient personnel approved by the Sheriff's Department so that absences can be covered. The criminal background checks will be done at no cost to the Contractor. However, the Contractor does bear the cost for employee time and transportation to a designated Sheriff's Office to complete these background checks.

The Contractor shall submit the name, date-of-birth, social security number, valid photo ID (photocopy) and other information as requested so that the Sheriff can conduct a criminal background check. This information must be submitted for all employees who will need to be on-site including cleaners, QA Supervisors, etc. All personnel assigned to this location will report to 803 Sycolin Road, Leesburg, Virginia 20175—Sheriff's Headquarters at a pre-arranged date for the Criminal Background Checks.

- D. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked by that employee. The Contractor MUST remove any employee from County service who is convicted of a felony crime during his employment. After initial background checks have been made, the Contractor will perform annual background verifications at Contractor's expense for any person working at County sites at the renewal of the Contract. Failure to obtain background checks as specified can result in termination of the Contract. The Contractor shall inform the Contract Administrator, by e mail, of any criminal convictions of any type for custodial personnel within five (5) days of obtaining such information. Thirty (30) days prior to any Contract renewal, the Contractor shall provide verification of current background checks on all personnel assigned under this Contract. At the minimum, the submission shall include copies of the background check for each Contractor's employee assigned under this Contract with a current a personnel list attached. Failure to provide this information may result in the Contract not being renewed.
- E. The Contractor, at its expense, shall run an E-Verify search on each employee for employment eligibility verification. The Contractor shall provide documentation to the County illustrating that the search has been successfully completed for each employee assigned under this document on demand.
- F. Contractor shall supply the Contract Administrator with a current list of all employees that will perform work at the Facility prior to beginning work under this Contract. A copy of a driver's license or work permit shall be

supplied for each employee. Each of these employees shall be adequately trained and have had criminal background checks and E-Verify search completed. If the Contractor uses employees not on the list, the County will order that person(s) off the property and deduct the cost of the actual hours worked by the unauthorized person/s. Repeated use of employees not on the current list may be grounds for termination of the Contract.

- G. The County reserves the right to require immediate removal of any Contractor's personnel, if the County determines that the individual is unfit for service for any reason, not contrary to law. This right is nonnegotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor shall have enough qualified employees so as to be able to provide a replacement within twenty-four (24) hours. Posts remaining vacant beyond these time limits may be cause for termination of the Contract. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor shall not bill the County for any hours worked.

5.11 Contractor Quality Control Program

The Contractor shall have a total quality control program to ensure the requirements of the Contract are met as specified. A draft Quality Control Plan (QCP) shall be submitted for review and approval within ten (10) ten days of Contract award. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or County Building Inspectors point out the deficiencies. Deductions will be taken for deficiencies as outlined on Attachment #6 (Contract Deficiencies).

The QCP shall include, but not limited to the following:

- A. An inspection system tailored to the Facility that covers all services stated in the tasks and frequencies segment of the Contract. The Contractor shall devise a checklist for use during the performance of the work. The checklist shall be signed and dated to indicate the time inspection was completed. It is not permissible for the person who performs the work to inspect and accept that work. The Contractor and QA Supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform. A copy of each inspection report is to be provided to the Contract Administrator within twenty-four (24) hours of any inspection.
- B. The Contractor shall have daily quality control checklist, to be used for Facility inspection. A copy of this checklist shall be submitted to the Contract Administrator within ten (10) days of Contract award for review and approval.
- C. An on-site file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the County, upon request, during the term of the Contract.

5.12 Black Light Test

The County uses a black light test to detect the presence of urine. The County will deem bathroom fixtures or floors not meeting specifications if the black light detects urine.

5.13 Cleaning Activity Specifications

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity. The schedule of services is outlined in section 5.14 Minimum Service Requirements.

A. Receptacles

All trash shall be removed and collected at the dumpster sites according to the schedule.

1. Receptacle Emptying and Cleaning

All trash receptacles shall be emptied according to schedule provided in section 5.14 (Minimum Service Requirements). All receptacles shall be relined with clean plastic liners. Additional liners are to be placed in the bottom of each receptacle for use in between scheduled work. The Contract Administrator shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles.

Dumpster sites shall be kept clean and orderly. Trash shall not be allowed to blow around grounds. Spills resulting from collection process shall be promptly cleaned. Area surrounding dumpster up to ten (10) feet must be kept neat and clean and free of debris.

2. Ash Trays and Urns Emptying and Cleaning

All ashtrays and urns shall be emptied on a schedule consistent with the frequencies given. Urns containing sand or other extinguishing material shall have such material replaced when soiled or wet.

Ashtrays shall be wiped clean both inside and out and be free from dirt, ashes, spots, food, and beverage spoilage and debris. Sand or other extinguishing material shall be replaced when soiled or wet. Ash stands shall be emptied and cleaned according to the frequency outlined in the schedule.

3. Miscellaneous Trash and Paper Collection

All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable item shall be verified as intended. Staff is to be trained specifically on disposal of items near and around trash receptacles. NOTE: Items/materials near or around trash cans shall not be considered trash if they are not marked as trash. The Contractor shall only remove items that are actually in the trash receptacles or

specifically labeled as "trash." The Contractor shall emphasize this procedure with all cleaning staff.

4. Recycling Materials

Bottle, can, and glass recycling containers are to have the plastic bags pulled and tied up and placed on top of the large wheeled totes used for paper recycling purposes. This shall be done daily and the containers shall be re-lined with clean plastic bags each time.

5. Receptacle Cleaning and Disinfecting

According to the schedule referenced section 5.2 (Description of Services) and Section 5.14 (Minimum Service Requirements) trash receptacles shall be thoroughly cleaned and disinfected, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust. Receptacles shall be free from dirt, food, or beverage spoilage and odors.

B. Restroom Cleaning and Servicing

Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished often enough to assure adequacy of supplies and hygienic condition of restrooms.

See Exhibit A for breakdown of fixtures.

1. Fixture Cleaning and Disinfecting

Fixtures including toilet bowls, hand basins, changing stations, and urinals shall be cleaned according to schedule. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine, and other soils.

Fixtures shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.

2. Stall Partition Cleaning

Stall partitions and partitions between urinals shall be cleaned according to schedule. Graffiti shall be scrubbed or wiped off as soon after detection as possible. Graffiti which cannot be removed by normal cleaning procedures shall be reported immediately to the Contract Administrator. Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions and free from dust on top edges.

3. Mirror and Chrome Cleaning

Mirrors, chrome, and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply

dispensers, hand dryers, metal door pushes, metal light switches. Abrasive cleaners shall not be used. Mirrors, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.

4. Tile De-scaling

According to the schedule, tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits, and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc. Tile floors, walls, and shower stalls shall be cleaned of all scale, mineral deposits, and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.

5. Grout Cleaning

Grouting and sealants shall be cleaned according to schedule with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile and any loose or broken grouting shall be reported to the Contract Administrator. Grout and other sealants shall be scrubbed clean and present a uniformly clean and hygienic appearance.

6. Ceramic Tile Floor/ Wall Cleaning

Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of area. Ceramic tile floors and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance. At a minimum, twice a year the floor drain covers shall be removed and cleaned and the drains are to be flushed with hot water.

7. Restroom Servicing

Restrooms shall be serviced and cleaned during the Day Porters' shifts which includes daily cleaning of all shower stalls. During this cleaning Contractor is to provide and display a "Closed for Cleaning" sign

Extra supplies shall be left when necessary to assure sufficiency between cleaning and servicing. Hand towels, soap, toilet issues, toilet seat covers, shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleaning or servicing.

Sanitary napkin and tampon disposal containers shall be lined with waxed feminine hygiene liner bags and then are to be emptied, sanitized nightly and **new bags are to be replaced daily.**

C. LVT Floor Maintenance

1. Sweeping/Mopping

Floors shall be swept or mopped according to the schedule to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished floors but may be used on garage floors. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places accessible to the broom or dust mop.

2. Removing Gum/Tar Etc.

Surface accumulations of chewing gum, tar, hardened dirt, and other spoilage that cannot be removed by other means such as mopping, sweeping, dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar, and other soils shall be removed as soon as they are discovered.

3. Spot Mopping

According to the schedule and as needed, spills, spots, and stains shall be damp mopped to assure a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. In these instances, floors shall receive a light coat of finish to repair the damage and present a uniform appearance. Spills, spots, and stains shall be mopped up to assure a uniformly clean appearance.

4. Mopping

Floors shall be damp or wet mopped according to the schedule to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains. Mopped floors shall be free from streaks, spots, stains, smears, mop strands, and other unsightly appearance. Wet floor signs are to be used during this procedure. See **Exhibit B – LVT Floor cleaning methods**

5. Spray Buffing

This procedure shall be employed according to the schedule to ensure a high gloss, non-slippery finish on all floors, to repair and refinish worn areas of finish, and to remove heel and scuff marks. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishings with the floor machine. Replace all furniture. Floors shall be free of streaks, scuffmarks, and other unsightly appearance. Machines used must be appropriate for LVT flooring surfaces.

D. MAT Care

Mats shall be vacuumed, spot cleaned, and shampooed to remove accumulations of dust, dirt, stains, and soil according to the schedule. Mats shall present a uniformly clean appearance at all times free from

spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.

1. Vacuuming

Mats shall be vacuumed daily. Close attention shall be paid to corners, edges and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly.

2. Spot Cleaning

Mats shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, etc. A solvent cleaner may be used provided that it is safe and does not cause fading or discoloration. Aerosol chewing gum remover may be used with a putty knife, but careful attention shall be paid to avoid damaging carpet fibers. This includes walk off mats.

E. Horizontal Surface Cleaning

Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below 100" or about in height) that comprise the furnishings and structures of the Facilities including, but not limited to office furniture chairs, tables, file cabinets), counter tops, ledges, rails, display cases, and the tops of those cases, typewriters, telephones, etc.

NOTE: Unless requested, objects (books, papers, files, etc.) on horizontal surfaces should not be moved to accomplish cleaning. High horizontal cleaning includes those areas that must be reached by a ladder or special, long reach cleaning device.

1. Spot Cleaning

This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be accomplished according to schedule and as a matter of good housekeeping practice, on a continuing basis. Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, graffiti, smears, spills, etc. and shall present a uniformly clean appearance.

2. Dusting

Dusting shall be accomplished according to schedule. Care shall be exercised to avoid damaging painted or wooden surfaces and "lighting" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use.

Appropriate cleaning agents, polishes, cloths, etc. shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.

3. Damp Wiping

Damp wiping or washing to horizontal surfaces shall be accomplished according to the schedule. Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears etc. and shall present a uniformly clean appearance. Water marks or spots shall be wiped clean and dry.

F. Vertical Surface Cleaning

Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below 100" or about in height) that comprise the furnishings and structure of the Facilities and shall include, but not limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.

1. Spot Cleaning

Procedure same as in 5.13.E (1)

2. Dusting

Procedure same as in 5.13.E (2)

3. Damp Wiping

Procedure same as in 5.13.E (3)

4. Wall Scrubbing

This procedure shall be accomplished according to schedule. Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls. Walls shall be totally cleaned and well rinsed and shall be free from graffiti, dirt, splashes, soap residues, fingerprints, etc. and shall present a uniformly clean appearance.

Manual or machine scrubbing may be employed, but in either case, flooding of floors is to be avoided at all times. Floors and floor finish shall be protected during the procedure.

5. Baseboard Cleaning

Baseboards shall be cleaned according to schedule and after all stripping, scrubbing, and refinishing procedures as necessary. Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc.

6. Dry erase/chalk boards

Do not clean or erase dry erase and or chalk boards, unless specifically requested by the County staff. If requested by the County, cleaning shall include the entire board, moldings, rails etc. Boards shall be cleaned with manufacturers recommended solutions.

G. Drinking Fountain Cleaning and Disinfecting

Drinking fountains shall be cleaned according to schedule. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum wrappers, cigarette butts, etc.) shall be removed. Plumbing problems shall be reported to the maintenance staff for corrective action. Drinking fountains shall be free from trash and debris (gum wrappers, cigarette butts, etc.), dirt, fingerprints, smudges, streaks, spots, and stains. Wall areas around the fountains shall be free from water spots and streaks.

H. High Dusting/Cleaning

High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of a ladder (above 100" or about in height) which comprise the structure and furnishing of the Facilities and shall include, but are not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, etc. High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.

1. Cleaning Vents, Grills, Etc.

Ventilation louvers, grills, panels, etc. shall be cleaned according to schedule by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents.

Cleaned vents, grill, etc. shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.

I. Cleaning Venetian Blinds

Venetian blinds are used as a means of blocking or controlling passage of light and sunshine through windows. If blinds are in the facility then they shall be cleaned according to schedule by any of the industry - accepted methods - dusting, damp wiping, vacuuming, and hand washing or washing by use of an ultrasonic cleaning machine. Care shall be taken to prevent damages to either the slats or the tapes that support them. Cleaned venetian blinds, especially the slats and tapes that support them,

shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance. There are 2 offices and 3 classrooms that will have window blinds.

J. Window/Glass Washing Service Requirements

1. The Contractor shall provide the necessary equipment, supplies, and materials to accomplish the task and frequency set out for window/glass washing at the Facility.
2. The Contractor shall wash and dry the inside and outside window/glass surfaces one time per year; wash the inside window frames and sills as needed; dust the outside window frames and sills; and remove bird and insect nests, if found, one time per year. All exterior cleaning shall be done from the ground by use of ladders, lifts, etc. Contractor will not be allowed access to the roof. Contractor shall notify Contract Manager when this work is to be performed.
3. The Contractor shall observe all OSHA-prescribed safety regulations and practices. All ladders, scaffolding, window anchors, safety belts, etc. shall be OSHA approved for window/glass washing.
4. Acids shall not be used for cleaning windows/glass.
5. The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of window/glass cleaning.

K. Emergency Custodial Services

The Contractor shall provide an emergency telephone number where a live operator can be reached twenty four hours a day.

Emergency services may include, but are not limited to cleaning up spills, leaks, floods, sickness, animal wastes, breakage, etc. All work of this nature shall be performed in accordance with applicable provisions of federal, state, and local regulations, and codes.

In the event of an emergency situation is of such magnitude that regularly scheduled tasks cannot be accomplished, the Contract Administrator shall be so informed. Emergency services shall be judged according to the nature of the procedure (i.e., separate standards apply to each function) and on the responsiveness to the situation.

The Contractor shall respond to an emergency situation within one (1) hour of receipt of County's notification.

L. Major Cleaning Activities

The Contractor shall notify occupants of the Facilities seventy-two (72) hours prior to ANY major cleaning to include LVT floor buffing and cleaning and including window cleaning. The Contractor is to

communicate this work schedule with the onsite Administrator for ensure scheduling of said work will be at a mutually convenient date and time. The Contractor is to provide the Contract Administrator on a quarterly basis a calendar of the project cleaning for the upcoming 3-month period. In addition, the contractor is to notify the Contract Administrator when the scheduled work has been completed.

M. Stairway Cleaning: (Force on Force Building)

Stairways and steps shall be cleaned according to schedule. Cleaned stairways shall present a uniformly clean appearance.

1. Riser and Threshold Cleaning

Risers and thresholds shall be swept when cleaning is required of this building. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas. All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and inaccessible areas such as corners and along edges. If finish is used on stairway risers, there shall not be a buildup of finish or accumulations of dirt in layers of finish.

2. Hand Rail Cleaning

Hand rails of stairways shall be cleaned. Handrails shall be free from fingerprints, dirt, and smears.

N. Exterior Cleaning

3. Grounds and Sidewalks

The grounds and sidewalks at the front of the facility and parking area shall be kept free of litter. The areas within ten (10) feet of the Facilities shall be swept as needed. Trash cans and ash urns are to be emptied, cleaned, and new liners installed.

5.14 Minimum Service Requirements

A. Definitions

Unless designated otherwise, the following time schedules are applicable:

1. Daily Service - work to be performed one (1) time each day at Contractor's discretion.
2. Weekly Service - work to be performed once per week at Contractor's discretion, a minimum of four (4) days apart.
3. Bi-weekly Service - work to be performed twice per week at Contractor's discretion, a minimum of two (2) days apart.
4. Monthly Service - work to be performed once per month, a minimum of three (3) weeks apart.
5. Bi-Monthly Service - work to be performed twice per month, a minimum of two (2) weeks apart.

6. Annual Service - yearly work is to be performed once per Contract year, within the first sixty (60) days of each twelve (12) month period.
7. Bi-Annual Service- work is to be performed twice per Contract year, the first work is to be performed within the first sixty (60) days and approximately six (6) months thereafter of each twelve (12) month period.
8. Quarterly Service - work is to be performed at approximately ninety (90) day intervals for a total of four (4) times per year, the first work to be performed within the first thirty (30) days of each Contract year.
9. As needed - determined by County Contract Manager.

B. Custodial Service Requirements

The minimum hours stated in **5.2** may be less than that required to perform all daily and periodic work requirements of the Contract. The determination of the total staff-hour requirement for the performance of all services herein specified above those required by the minimum staff-hours specified is the sole responsibility of the Contractor.

Clerical, administrative, and supervisory personnel are considered part of the Contractor's overhead cost and shall not be counted in the total staff-hours furnished by the Contractor to meet the minimum staffing requirements.

C. Frequency of Cleaning Service

1. Daily Service to All Areas

- a. Empty all trash, reline with clean bag and remove trash.
- b. Clean floor surfaces including stone, brick or composition flooring. Remove gum and tar, spot mop spills, and spray buff surfaces at lobbies, entrances, main corridors, and public reception areas.
- c. Vacuum walk-off mats, spot clean, remove gum and tar. (Walk-off mats are provided by County)
- d. Clean and disinfect drinking fountains/water coolers.
- e. Collect and remove all miscellaneous trash and rubbish at the outside areas to designated pick-up location.
- f. Clean Building Entrance Areas to ten (10) feet outside of entrance door by sweeping concrete surfaces, removing trash, leaves, grass, and other litter. Empty trash containers and cigarette disposal containers.
- g. Dust all vertical and horizontal surfaces that are readily available and visibly require it.

- h. Clean all interior windows (below 110 inches) and glass entrances and other doors, partitions, display cases, clean and polish light fixtures.
- i. Wipe off counter tops, table tops, chairs, and exterior of appliances.
- j. Remove handprints or marks from walls, doors, and doorframes.
- k. Clean kitchen/coffee bar areas, empty trash, wash sink basins, wipe off counter tops, mop floor, and replenish paper towel dispenser if available.
- l. Pull recycling materials from bottles/can containers, tie up and place inside large wheeled totter. Place new bag inside receptacle.
- m. Check Hand Sanitizer dispensing units and replace with refills when needed.

2. Daily Service to Restrooms//Locker Rooms

- a. Empty trash and feminine product receptacles, reline with clean bags, and remove trash to designated pick-up location.
- b. Clean and disinfect all fixtures, clean all partitions, clean and polish mirrors, chromes, metal, counter tops, benches,
- c. Wet mop with disinfectant and rinse floor.
- d. Clean and disinfect all shower stalls.
- e. Wipe surface areas of lockers and sanitize locker room benches.
- f. Restock all supplies. There shall always be adequate supply of required expendable toilet items - soap, paper towels, toilet paper, and toilet seat covers available as dispensers get low. Extra stock should be available at all times.

3. Weekly Service to All Areas

Spray buff all tiled floors not treated under daily service

4. Bi-Monthly Service to All Areas

- a. Machine scrub all restroom floors.

5. Monthly Service to All Areas

- a. Complete vertical and horizontal surface cleaning.
- b. Clean and disinfect all trash receptacles.
- c. Clean storage areas.

6. Quarterly Service to All Areas

- a. High dusting/cleaning.
 - b. The bathroom floor drain covers shall be removed and cleaned and the drains are to be flushed with hot water.
- 7. As Needed in All Areas but Not Less than Bi-Annually
 - a. Clean venetian blinds, clean and treat furniture, and woodwork. This work is to be coordinated with on-site facility manager to meet their scheduling needs.
- 8. Annual Service
 - a. Thoroughly clean all interior and exterior windows on ground floor.
 - b. Steam **cleaning of upholstered furniture**. This steam cleaning method must be done properly by trained staff members. This work is to be coordinated with on-site facility manager to meet their scheduling needs.
- 9. As Needed in All Areas
 - a. Respond to emergency custodial services.
 - b. Respond to special job assignments.
 - c. Maintain janitor closet/room in an orderly condition and in compliance with County Safety and Fire regulations.

5.15 Reporting

A. Schedule of Daily Work

The Contractor will provide for a monthly schedule of the daily work plan by area and floor level. The plan will be required seven (7) days prior to the first day of the month that it covers. Submission shall be made to the Contract Administrator.

B. Schedule of Periodic Work

The Contractor shall provide a detailed periodic work plan. The plan will be required within thirty (30) days of Contract award. Submission shall be made to the Contract Administrator on a quarterly basis

- 5.16 The County shall be sole judge of said quality and required frequency of the services provided herewith.
- 5.17 Project Cleaning schedules are to be submitted quarterly to Contract Administrator thirty (30) days in advance.
- 5.18 The Facilities shall be staffed to maintain optimum conditions of cleanliness. If the level of cleaning is at any time considered to be unacceptable to the County, then Contractor will be required to increase his staff or take whatever measures are required.
- 5.19 The County reserves the right to suspend custodial services for areas that are not occupied or only partially occupied. The County will give a minimum of two

(2) weeks' notice of any suspended service, and service cost will be prorated as agreed upon by the County and the Contractor.

6.0 TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Terms and Conditions. **These Terms and Conditions are not negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of General Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of General Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The Contract shall cover the period from July 1, 2020 through June 30, 2021, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to five (5) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for all Urban Consumers (CPI-U) all items less food and energy (unadjusted for seasonal changes) for the current twelve (12) month period or 3% whichever is the lesser.

6.3 Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the County.

6.4 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may

purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.5 Material Safety Data Sheets

By law, the County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Safety Data Sheet (SDS) when received. This SDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the SDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.7 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.8 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
 - 1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees,

including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A: Statutory

Coverage B: \$100,000

2. General Liability:

Per Occurrence: \$1,000,000

Personal/Advertising Injury: \$1,000,000

General Aggregate: \$2,000,000

Products/Completed Operations:
aggregate \$2,000,000

Fire Damage Legal Liability: \$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:

Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
- a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
- b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

- c. Any certificates provided shall indicate the Contract name and number.
- 6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
- 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.9 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.10 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.11 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

6.12 Notice of Required Disability Legislation Compliance

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.13 Ethics in Public Contracting

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.14 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.15 Drug-Free Workplace

Every Contract over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.16 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

6.17 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.18 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the

work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.19 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

6.20 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.21 Cleaning Up

The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

6.22 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.23 Contract Performance Bond

The following bond or security shall be delivered to the Division of Procurement and shall become binding on the parties upon the execution of the Contract:

- A. A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) annual contract amount. This bond shall be renewable annually during the Contract Term.
- B. The amount of the performance bond shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.
- C. All sureties providing bonds shall give written notice to the County at least thirty (30) days prior to the expiration or termination of the bond(s).
- D. If at any time, any surety or sureties become insolvent or are determined by the Owner to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- E. The bond shall be payable to the County of Loudoun, Virginia and delivered within fifteen (15) calendar days following the County's issuance of the Notice of Intent to Award.
- F. If the Contractor fails to provide the required bond in accordance with the terms identified herein, the County may terminate the contract for cause.

Bidders shall provide with their bids a statement from a surety company confirming the Bidder's ability to provide a performance bond (as required above) if awarded a contract under this IFB. See Attachment #8 for a sample Surety Statement.

6.24 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Upon delivery and acceptance of the service, the Contractor shall submit an invoice on a monthly basis detailing the appropriate charges.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of General Services
P.O. Box 7100
Leesburg, VA 20177-7100

Attn: Kathleen Vance

Upon receipt of invoice and final inspection and acceptance of the service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.25 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.26 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns

6.27 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of

termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.28 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.29 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.30 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.31 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Gerald Landayan

Via delivery method (a) or (b)

1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

Or

Via delivery method (c)

P.O. Box 7000
Leesburg, VA 20175

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.32 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.33 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock 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 herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.34 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.35 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

6.36 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.37 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster), epidemics, pandemics, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this Contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement to and County has no liability for: (1) any costs, losses, expenses, damages, or the payment of any part of the contract price for work not performed during an event of force majeure.

6.38 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.39 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.40 Loudoun County Quality Assurance Program (QAP)

Each of the services to be rendered under this Contract are subject to County inspection, both during and after completion of the tasks. The QAP (inspections evaluations) is NOT a substitute for Quality Control (manpower supervision/control) by the Contractor. The County's QAP effort does not relieve the Contractor from the responsibility of satisfactorily performing the services specified in the Contract nor does it relieve the Contractor deductions due to Contract deficiencies as outlined in Attachment #6 hereof. During the QAP inspections, if the Contractor does not have enough staff to meet the contracted hourly requirements, the County will assume that the staff was not there for the whole work day. It will be up to the Contractor to provide the Contract Administrator with a work plan as to how many staff will be working for how many hours during this time period. The Contractor's plan must define what hours they will be on-site.

A. Consequence of Contractor's Failure to Satisfy Minimum Staff-Hour Requirements of the Contract:

1. Number of staff-hour(s) below required number X \$18.50.
2. All credits shall be given by the Contractor to the County on the monthly billing for the month of the provided services (i.e. if the Contractor is invoicing for the month of May the credits will be deducted from the May invoice.)
3. Any dispute concerning the determination of the Staff-Hour count shall be referred to the County Purchasing Agent for resolution.

B. Consequence of Contractor's Failure to Perform Required Service:

Contractor's failure to perform under the terms and frequencies specified herein, may result in a reduction in the monthly payment due to the Contractor and/or termination of the Contract. The types of reductions described below may, at the County's option, be imposed after notification to the Contractor of any deficiencies and failure to provide remedies.

1. The Contractor shall be required to report to the site no later than 10:00 a.m. to correct deficiencies from the previous night. The deficiencies shall be of such a nature as to warrant immediate correction or the use and enjoyment of the Facilities will be negatively affected. Deficiencies may include gross in nature, like an entire bathroom not being cleaned, but can also be relatively minor if they adversely affect the occupants. For example, a bathroom had no hand towels at the start of business. Should the Contractor fail to respond as required to make corrections, the County may deduct a portion of payment due to the Contractor equal to the amount as described in Attachment 6. The Contractor

will be required to submit a revised invoice noting the deduction due to deficient work.

2. After the first three (3) months of the Contract, or at the request of the Contract Administrator, the Contractor shall meet with the Contract Administrator and other designated County officials for the purpose of discussing performance. The Contractor may also request meetings to discuss their performance.

6.41 Security

The Contractor shall keep all suite and exterior doors closed during performance of work. A timer activates the door locks. Doors should not be blocked open for any reason. Doors held open more than 20 seconds once locks are activated will cause the security system to alert the Loudoun County Sheriff's Office. The Contractor shall not allow anyone (including County employees) into the building or office suites when doors are locked. Violation may result in termination of the Contract.

6.42 Key Deposit

Access to County facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the County Representative(s). Access may include special instruction about security systems installed at these Facilities. The Contractor shall take all reasonable precautions to ensure that security of these Facilities and internal equipment, furnishings and other items are maintained at all times.

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the Facilities. The Contractor shall be responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.

When leaving the Facilities the Contractor's staff shall ensure that all external windows and doors are closed and secured. If the Contractor's staff fails to properly secure the Facilities, the County will deduct any resulting fees and/or the cost of County staff time required to correct the situation from the Contractor's monthly payment.

The Contractor shall report all lost or stolen keys to the County Representative(s) within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse County for the total cost, as determined by County, of re-keying the Facilities or duplicating additional keys.

Upon expiration or termination of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to County.

The Contractor shall be responsible for any lost keys, card keys, and any Inherent damages (i.e., re-keying of whole Facility). This cost shall be withheld from payment(s). The decision to re-key the whole Facility is solely that of the County.

Upon completion of Contract, final payment shall be withheld until all issued keys are returned to the County Contract Administrator or authorized representative.

7.0 INSTRUCTIONS TO BIDDERS

7.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on IFB pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date specified on the cover of this IFB. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- G. Bids may be either mailed or hand delivered to 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.

NOTE: If hand delivering the bid, due to the COVID-19 pandemic, please drop your bid to the Procurement Office drop box located on for 1st floor of 1 Harrison Street, S.E., Leesburg, Virginia 20175

- H. Each firm shall submit one (1) original of their bid to the County's Division of Procurement as indicated on the cover sheet of this IFB.

7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however,

that all questions are received *by 12:00 p.m. on May 29, 2020*. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from www.loudoun.gov/procurement.

7.3 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Contract Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Division of Procurement prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or Contract Terms and Conditions or submitting additional Terms and Conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

7.4 Inspection of Site

Intentionally Deleted – Mandatory walk through

7.5 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

7.6 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

7.7 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

7.8 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.9 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO

BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

7.10 Correction or Withdrawal of Bids and Cancellation of Awards

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

7.11 Subcontractors

Subcontractors shall only be utilized for specialty work not covered in this contract document and only upon prior approval of the Contract Administrator.

7.12 Use of Brand Names

Unless otherwise provided in this IFB, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the IFB is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If the bid is based on offering other than the referenced or specified items, the bid must show the name of the manufacturer, brand or trade name, catalog number, etc., of article offered. If other than the brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required.

Bidders must certify that item(s) offered meet and/or exceed specifications. If an item considered as being equal by the bidder is offered and not accepted, the bid shall be rejected. If a bidder makes no other offer and takes no exception to specifications or reference data, it will be required to furnish the brand names, numbers, etc., as specified.

7.14 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to bidder, if requested, at bidder's expense. Each sample must be marked with bidder's name and address, IFB number and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO BID.

7.15 Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.17 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.18 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

7.19 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.20 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.21 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and state vendors, in that order, in all cases of tie bids, quality and service being equal.

7.22 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

7.23 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

7.24 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

7.25 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/procurement) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

7.26 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Budget.

7.27 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

7.28 Proof of Authority to Transact Business in Virginia

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.29 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

7.30 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Terms and Conditions contained herein.

7.31 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.32 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

7.33 Legal Action

No vendor or potential vendor shall institute any legal action until all statutory requirements have been met.

7.34 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

8.0 BID SUBMISSION FORM

JANITORIAL SERVICES FOR LOUDOUN COUNTY SHERIFF'S OFFICE FIRING RANGE

THE FIRM OF: _____

Address: _____

FEIN _____

NOTICE TO BIDDERS: The following required services shall be provided according to the terms and conditions contained herein.

ANNUAL TOTAL FROM ATTACHMENT #3 \$ _____

Bidder shall also provide a fixed hourly rate for daytime house keeper in the event the County wishes to increase daily cleaning hours:

\$ _____ /Hour

A. Return the following with your bid. If bidder fails to provide with their bid, items shall be provided within twenty-four (24) hours of bid opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____

[BID SUBMISSION FORM CONTINUED ON THE FOLLOWING PAGE]

8.0 BID SUBMISSION FORM – cont'd

- B. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (7.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form:	_____
4. Minimum Qualification Documentation:	_____
a. Attachment # 1- References (on County form):	_____
5. Training & Development Plan:	_____
6. Attachment #2 – Bidder Questionnaire:	_____
7. Attachment #3 – Bid Breakdown:	_____
8. Attachment #4 – Supply List:	_____
9. Attachment #5 – Equipment List:	_____
10. Surety Statement	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail _____

Name of person authorized to bind the Firm (7.9): _____

Signature: _____ Date: _____



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Budget

Division of Procurement

1 Harrison Street, S.E., 4th Floor, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

***THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE
THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL***

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

RFQ 235782

Please take the time to mark the appropriate line and return with your bid.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ 235782

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**

Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOCG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

ATTACHMENT #1: Bidder Name: _____

Bidders shall provide references on this form. Use additional sheets as necessary.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____ Facility Size: _____
Nature of Work Performed: _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____ Facility Size: _____
Nature of Work Performed: _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____ Facility Size: _____
Nature of Work Performed: _____

ATTACHMENT #2: BIDDER QUESTIONNAIRE

INSTRUCTIONS

- A. All questions shall be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. *If additional space is needed, additional pages may be attached and shall be clearly labeled.*
- B. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete.

1. How long has your firm been in business providing commercial janitorial services?

2. Has your firm personally inspected the Facilities and have a complete plan for the performance of the work?

3. Will your firm be subcontracting under this Contract? (Only carpet cleaning and window washing is permitted.) If yes, please explain and include a list of all subcontractors.

4. Is your firm or any of its principals currently debarred, disqualified, or suspended from submitting bids to the County or any other federal, state, or local entity? If yes, please provide entity name and explanation.

5. Within the last five (5) years, has your firm been declared in material breach or default of any contract by any federal, state or local entity? If yes, list the contract(s) and provide an explanation.

6. Within the last five (5) years, has your firm been terminated from a contract? If yes, list the contract(s) and provide an explanation.

7. Within the last five (5) years, have any legal actions, claims, judgements or indictments occurred in conjunction with any work performed under a contract by your firm, officers, partners, directors or affiliates? If yes, list the contract(s) and provide an explanation.

Signature:

Name:

Bidder Name:

Title:

Date:

By signing above, I hereby acknowledge and agree that the responses contained herein are true, accurate and complete and that any false or inaccurate statements provide may result in my bid being deemed non-responsive and rejected.

ATTACHMENT #3: BID BREAKDOWN

- A. Per section 5.1.A., Contractor's price shall be sufficient to pay all applicable federal and state withholdings, workmen's compensation, insurance and comply with, *at a minimum*, the current federal minimum wage rate as prescribed by the U.S. Fair Labor Standards Act (29 U.S.C. § 201 et seq.).

Bidders shall provide with their bid a bid breakdown detailing how the bid price was determined. The bid breakdown shall include, at a minimum, the monthly cost of labor, supplies/consumables, equipment, project cleaning or subcontractor expenses, overhead and profit. Failure to include this bid breakdown with the bid may be cause to deem the bid non-responsive and rejected.

Category	Monthly
Labor	
a. Wages	\$
b. Payroll Taxes, Benefits, & Other	\$
<i>Total Labor (a+b):</i>	\$
Supplies/Consumables	\$
Equipment Allowance	\$
Project Cleaning /Subcontractor Expenses	\$
Overhead & Profit (Including, but not limited to, bonds, insurance, background checks, E-Verify, uniforms, etc.)	\$
Other: <i>(if applicable)</i>	
	\$
	\$
	\$
Monthly Total	\$
Annual Total (Monthly Total x 12)	\$

ATTACHMENT #4: SUPPLY LIST

Bidders shall indicate the brand names of the supplies to be used under the performance of the Contract. Bidders are advised that the list is by no means exhaustive and that the responsibility of providing the supplies necessary and essential for performing work specified in the Contract rests with the bidder.

<u>ITEM</u>	<u>BRAND</u>
Plastic Trash Can Liners	
Paper towels (recycled) <i>Fort Howard, Nibroco, Erwin or approved equal</i>	
Two-ply toilet paper (recycled) <i>Northern Feather Soft, or approved equal</i>	
Hand Soap <i>Liquid Satin or approved equal</i>	
Toilet seat covers	
Cleaners:	
Glass/Window	
Bathroom	
Bowl	
Multi-purpose Sanitizing/disinfectant Agent	
Floor care:	
Stripper	N/A
Finish	NA
Sealer	NA
Polish	NA
Metal polish	
Furniture care:	
Polish(Vinyl)	
Polish (Wood)	
Carpet spot/stain remover	
Disinfectant	
Tile cleaner	
Gum remover	
Dust mop treatment	

ITEM		BRAND
Sand (cigarette sand urns)		
Floor pads		
Upholstery cleaner		
Wood cleaner		
Porcelain cleaner		
Stainless steel cleaner		
Brass polish		
Urinal screens		

<End of supply list>

ATTACHMENT #5: EQUIPMENT LIST

Bidders shall indicate the manufacturer and amount of equipment that is necessary and have available for use under the Contract. Bidders are advised that the list is by no means exhaustive and that the responsibility of providing the supplies necessary and essential for performing work specified in the contract rests with the bidder:

<u>ITEM</u>		<u>MANUFACTURER</u>		<u>QUANTITY</u>
Vacuum Commercial grade, 1 ½ hp min.				
Wet/dry vacuum				
Floor scrub machines				
High speed buffing machine				
Low speed buffing machine				
Carpet steam cleaner				
Brooms – indoor/outdoor				
Dustpans				
Mops – dust				
Mops – dust (treated)				
Bucket(s)				
Wringer				
Wet floor signs				
Mobile trash cans (w/caddy)				
Special high ceiling equipment				
Dusters (lamb's wool or approved equal)				
Toilet brush				
Window cleaning utensils				
Power sweepers				

ATTACHMENT #6: CONTRACT DEFICIENCY DEDUCTIONS

Infraction	Amount of Deduction Per Instance
Section 5.5 Labeling of Supplies/Chemicals	\$50.00
Section 5.9-B1 through 5 Employee Identification and Building Access	\$50.00
Section 5.9-C1 through 5 Training and Development of Contract Employees	\$100.00
Section 5.14-C1 A through N Frequency of Cleaning Service (Daily Service to all areas)	\$50.00
Section 5.14- C2 A through D Daily Service to Restrooms	\$50.00
Section 5.14- C3 Weekly Service to All Areas	\$50.00
Section 5.14- C4 A through B Bi-Weekly Service to All Areas	\$50.00
Section 5.14-C5 A through B Bi-Monthly Service to All Areas	\$50.00
Section 5.14-C6 A through E Monthly Service to All Areas	\$50.00
Section 5.14-C7 A through C Quarterly Service to All Areas	\$150.00
Section 5.14-C8 A through C As Needed in All Areas But Not Less Than Bi-Annual	\$150.00
Section 5.14-C9 A Annual Service	\$150.00
Section 6.52 Unauthorized Personnel	\$250.00

ATTACHMENT #7: SAMPLE TIME SHEET

FACILITY NAME: _____

CONTRACT NUMBER: _____

VENDOR NAME: _____

SUPERVISOR: _____

DATE	TIME-IN	TIME-OUT	NAME

ATTACHMENT #8: SAMPLE SURETY STATEMENT

THIS IS A SAMPLE SURETY STATEMENT. SURETY STATEMENT IS TO BE PROVIDED WITH BID ON THE SURETY COMPANY'S LETTERHEAD.

(Name of Bidder) has been a client of (Name of Surety Company) for over (XX) years. During that time, we have supported this firm in their pursuit of projects in the \$_____ range and total programs in excess of \$_____.

We are prepared to provide a Performance Bond on the aforementioned project, provided (Name of Bidder) accepts an award of the contract and makes application to us prior to the time the work is to commence, and we are satisfied with the prevailing underwriting conditions, including but not limited to, acceptable contract terms and job specifications, acceptable bond forms, and confirmation of full financing.

We also possess certificates of authority as an acceptable surety authorized to do business in the Commonwealth of Virginia as published annually in the Federal Register, Department of Treasurer, Fiscal Service, Department Circular 570 and have a Best's Key Rating of Level A or better and in a financial size category of Class VIII or higher.

Sincerely,

Attorney-In-Fact
(Name of Surety Company)

Name of Surety

Signature

Print Name

Date

Address

Phone Number