



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street

Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE, REQUEST FOR PROPOSAL NUMBER, FOR; DEPARTMENT, DATE/TIME OF CLOSING, CONTRACT ADMINISTRATOR.

A MANDATORY PRE-PROPOSAL SITE VISIT WILL BE HELD ON THURSDAY, JUNE 19, 2014 AT 5:00PM LOCAL TIME AT THE DEPT. OF PUBLIC UTILITIES, 2155 BEERY RD., HARRISONBURG, VA 22801

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

Prompt Payment Discount: ___% for payment within ___days/net ___days

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

CHECK ONE: [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 345 South Main St, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

*This document must be completed and returned with proposal submission.

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**Denotes documents that must be completed & returned with proposal submission.*

I. PURPOSE

The City of Harrisonburg is soliciting sealed proposals from qualified firms to provide janitorial services for the Department of Public Utilities (DPU) office located at 2155 Beery Road, Harrisonburg, Virginia 22801. Services shall include all operations in connection with custodial services in the building as described in this Request for Proposal (RFP). Services shall include furnishing all labor, materials, supplies, equipment, tools, and transportation necessary to perform the work. The City of Harrisonburg reserves the right to add or delete areas as required by notifying Contractor and negotiating a change order for contract pricing.

Definitions:

1. The term “Owner” used in this solicitation refers to The City of Harrisonburg.
2. The term “Contract Administrator” refers to the City of Harrisonburg employee who is dedicated to overseeing this contract and all related performance.
3. The term “Contractor” or “Offeror” or “Vendor” refers to the person or firm who submits a proposal to perform the work under the contract.
4. The term “Successful Contractor” or “Successful Offeror” means the proposer to whom the Owner (on the basis of the Owner’s evaluation as herein provided) makes an award.

II. BACKGROUND

The City of Harrisonburg requires an experienced and reputable company to provide comprehensive custodial services to a municipal facility. In an effort to obtain the best possible service, this RFP will rely upon the knowledge of the companies and contractors that perform these functions daily to provide information on methods of cleaning, supplies to be used and schedules to be followed.

The following building is included in this proposal:

Facility: Department of Public Utilities

2155 Beery Road, Harrisonburg, VA 22801

Approximate Square Footage: 13,600 SQ FT.

The square footage is provided as an estimate only. It is the responsibility of the Contractor to inform himself fully of the conditions relating to the project. Layout information for the building can be found in *Attachment I. Building Floor Plan Layout*.

The Department of Public Utilities requires cleaning after 4:30 p.m., Monday through Friday. Cleaning is requested to continue to be performed daily during the week. Some weekend work may be required.

The DPU’s cleaning expectations for this contract may be found in *Attachment F* for this RFP document.

III. FAMILIARITY WITH PROPOSED WORK

It is the responsibility of the Contractor, by careful personal examination of the site, to satisfy himself as to the location of the work, worksite conditions, and the quality and quantity of the materials which will be required. The Contractor shall examine carefully the proposed Contract Documents and all other documents and data pertaining to the Project. Failure to do so shall not relieve a successful offeror of his obligation to perform as per the provisions of the contract. The Contractor shall not, at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the Contract.

IV. MANDATORY PRE-PROPOSAL SITE VISIT

A mandatory pre-proposal site visit will be held on **Thursday, June 19, 2014 at 5:00pm local time**, at the Department of Public Utilities located at 2155 Beery Road, Harrisonburg, VA 22801. This meeting is mandatory for interested vendors, as it is the only time the vendor will have an opportunity to tour the site. The purpose of this meeting is to ensure the Contractor has a complete understanding of the Scope of Work and the work environment to avoid any delays or performance issues that could have otherwise been prevented by attending the Site Visit meeting. Proposals will be accepted only from those Contractors who are represented at this pre-proposal site visit. The representatives' signatures on the attendance roster will evidence attendance at the site visit.

An addendum with questions and answers provided at the site visit as well as the sign-in sheet, will be compiled and posted on the City's website (www.harrisonburgva.gov/bids-proposals) and also on eVA (www.eva.virginia.gov).

V. SCOPE OF WORK

A. Definitions

Definitions of common words or terms used within this RFP document may be referenced in *Attachment G. Definition of Terms*.

B. Service Requirements

The Contractor shall provide all management, customer service, labor, materials, equipment, and supplies necessary to provide clean building and work environments in a responsible, safe, cost efficient, and environmentally friendly manner.

Contractor shall perform services in accordance with the most stringent of all federal, state, and local codes and regulations. In addition, the Contractor shall follow all applicable standard industry practices.

The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets or using telephones, radio equipment, or office equipment provided for official City use. No equipment shall be unplugged without prior City of Harrisonburg approval.

Services will continue to be provided on a daily basis at the Department of Public Utilities and will match the current cleaning schedule. The Contractor is responsible for general cleaning of restrooms, offices, cubicles, carpet spot and restorative cleaning, vacuuming, locker room, and window/glass cleaning.

C. Required Cleaning Schedule

The Department of Public Utilities' cleaning expectations for this contract may be found in *Attachment F. Required Cleaning Schedule* of this RFP document. This schedule provides details on the detailed tasks required in this Contract and the frequency at which they should occur. Most tasks are required daily, however there are a few tasks required only weekly and semi-annually. Any room not listed in the schedule does not need the services.

All tasks listed as "Semi-Annual" on the schedule shall be billed separately from the normal monthly billing invoices. The Department of Public Utilities currently requests a bi-annual cleaning of the facility, once in the spring and once in the fall. This is a very detailed and thorough cleaning of the entire space. Tasks to be performed during this time are included on the schedule in *Attachment F*.

Included in the proposal, Contractors should list an additional man-hour rate for cleaning tasks not covered by the specifications and requested by the City on an as-needed basis. This can be listed in the space provided in the *Attachment H. Pricing Schedule*.

D. Estimated Start Date of Contract

The Contract for services described here within is expected to commence on August 1, 2014. Offerors should reference *Section XIII. Contract Term* of this RFP document for additional information.

E. Supplies, Materials & Equipment

The Contractor shall furnish all supplies, materials, equipment, employee training necessary for the performance of the work of this contract unless specified herein. Supplies and Materials shall be of a quality and type customarily utilized in the janitorial industry. Equipment will only be used for its intended purpose. Contractor shall require all on-site employees to wear distinctive uniform clothing for ready identification while on duty. All products and equipment used by the Contractor in performance of the contract shall meet the appropriate EPA and OSHA Standards.

The Contractor's equipment may be stored on site at the Department of Public Utilities location, upon approval by the Contract Administrator, however it is preferred that the Contractor remove the equipment daily after use. If the Contractor requires storage space

on-site, the City will assign a limited amount of space available in the buildings for the storage of the Contractor's supplies and equipment. Contractor shall keep this space in a neat and orderly condition.

Whether the Contractor chooses to store equipment on-site or remove equipment after the completion of the daily tasks, the City will NOT be responsible for losses of the contractor's supplies, tools or equipment.

F. MSDS/GHS Sheets

In addition to providing all supplies, materials and equipment for the cleaning work stated within, Contractor shall maintain up-to-date Material Safety Data Sheets (MSDS/GHS-Global Harmonizing System) for all chemicals used during the duration of the contract. A copy of all MSDS/GHS sheets must be kept on-site at the Department of Public Utilities, as well as with the Contract Administrator for all materials and supplies to be brought on site or that are stored on site (as approved). MSDS/GHS sheets shall be updated regularly. No hazardous material shall be brought on site without prior approval by the Contract Administrator.

G. Quality Control

Services performed under this contract shall be subject to inspection and approval of the City representative. The City may appoint a resident inspector or inspectors, as deemed necessary to inspect all workmanship and to see that the work conforms to the Specifications. First quality cleaning will be required. Careless performance of the contract work will not be tolerated. Unsatisfactory work will be called to the attention of the Contractor and he will be required to correct the work deficiencies within twenty-four (24) hours and improve the overall work results to the satisfaction of the City representative. Failure by the Contractor to comply with such requests will result in either the corrective work being performed by other means and the cost charged to the Contractor or in termination of the contract. Notification of unsatisfactory work shall be deemed given as soon as a designated City representative from a facility leaves a telephone or fax message that notifies the Contractor of deficient performance. The Contractor shall provide telephone and fax numbers for this purpose.

The Contractor may have the opportunity to correct non-conforming services at no additional cost to the City by re-performing the work. Under particular circumstances reductions in price may be appropriate to address less than satisfactory performance. The City should not pay for services that do not conform, do not meet performance standards, or have not been properly rendered.

H. Qualifications of Personnel

The Contractor shall provide experienced, capable personnel to direct and complete work in a manner satisfactory to the City. All Contractor personnel shall be trained and skilled in the work they will perform and in operating the necessary equipment. The City of Harrisonburg may require those employees whom it deems incompetent, careless or

otherwise objectionable to the public interest to be dismissed from the project. The Contractor shall provide, prior to commencement of the contract, a complete list of all employees assigned to perform the contract work. All of the Contractor's employees shall be bonded and shall carry proper visible identification on their person at all times. Contractor shall notify the City representative immediately in writing of all changes in contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee constitutes a security risk, his employment on the contract will be denied.

Employee(s) shall turn in any lost and found articles to the Contract Administrator. Employee(s) shall notify City of Harrisonburg Police Department (540-434-4436) and also Contract Administrator of any suspicious person(s) and suspicious packages seen on the premises.

Contractor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor.

I. Qualifications of Supervisors

The Contractor's supervisor(s) shall be available at all times when the contract work is in progress. The contractor's supervisor(s) shall be fully and adequately trained and have experience in cleaning supervision, sufficient in scope to meet the approval of the City of Harrisonburg representative. Supervisory personnel shall also have experience training employees in the type of work they are supervising, strong communication skills, and prior experience in project management and customer service. (This requirement applies to both new and replacement supervisors). Contractor's supervisory personnel shall be able to communicate clearly in the English language and with non-English speaking personnel who may be employed by the Contractor to perform the services described in the contract.

The proposal submission shall contain, but is not limited to:

- a) The full name of the purposed supervisor; and
- b) A detailed description of the previous 5 years employment history of the purposed supervisor.

J. Inspection of Premises

At each work location there will be the "Scope of Work Checklist" which details the work to be completed. The Contractor shall inform each employee that the employee shall be required to sign a "Verification of Services Performed Log" each day after his work is complete and record the time they started and finished their work for the day. The log will be provided by the Contract Administrator and shall be available for review at all times.

The Contractor shall accompany a City representative from each facility on scheduled inspection tours, as well as nonscheduled inspection tours, of the building when requested.

K. Confidential Information

Vendors shall review, complete and return with their proposal submission a copy of the Confidentiality & Non-Disclosure Agreement (*Attachment D*) for each employee that will be assigned to this Contract. Documentation shall be provided by vendor to Contract Administrator only upon award of Contract.

L. Site Security & Safety

While on City's premises, Contractor, its agents, and employees shall follow all physical, fire, safety or other security regulations. This includes the Failure to comply with any part of facility security or confidentiality is a violation of the contract specifications, terms, and conditions and may result in termination of the Contract. Unless the City specifies otherwise in the Contract, all work Contractor employees must have visible company identification while performing work on City premises. Any Contractor employee needing to access the facility may be required to have identification that is equal to that required for employment at the site/facility.

The Contractor is responsible for the security of the facility during the performance of all work contract services and shall ensure facility entryways remain secure. All doors shall be secured upon Contractor's departure from a section of the facility and/or from the facility grounds.

The Contractor shall be responsible for the protection of all existing equipment, furniture and facilities, and shall, at his own expense, repair or restore any damages caused by the actions or negligence of his employees within a twenty-four (24) hour period. If he fails or refuses to make such repairs or restorations, the City may have the work accomplished under separate contract and deduct the cost from this contract price.

All spaces shall be locked and the lights turned off when cleaning in each area has been completed. Electronic security systems (where installed) shall be properly disarmed each time after-hours access is made. All exiting doors are to remain locked while the Contractor is in the space. Do not block open occupant or exterior doors for any reason. Do not assist entry of anyone except Contractor, or Police/Fire personnel.

M. Keys, Badges & Access Codes

Upon approval, employee(s) shall be given appropriate entry apparatus for accessing the cleaning areas. The Contractor shall not reproduce keys and badges nor disseminate of access codes to City facilities, unless prior approval is given by the Contract Administrator. The Contractor will be responsible for obtaining any keys or badges provided to employees who terminate employment with Contractor. The Contract Administrator shall issue additional keys, badges and/or access codes as needed. The

Contractor shall account for, and keep safe, all keys, badges and access codes. The Contractor shall return all extra or unused keys and/or badges to the Contract Administrator. The Contractor shall be financially responsible for any damage and loss due to misappropriation, loss of agency keys and badges, and compromise of access codes. In those cases, the Contractor may also be responsible for, but not limited to, all costs incurred, including re-keying of all locks, re-configuring electronic access systems, and reissuing new keys, badges and/or access codes.

Keys or badges required by the Contractor will be furnished by the City of Harrisonburg to designated Contractor supervisory personnel and shall be returned to the City on demand. Any loss of keys or badges must be reported to the City representative immediately. See *paragraph S* below, for penalties resulting from lost keys, badges or access codes. Keys, badges and/or access codes are to be made/generated only by the City.

N. False Security Alarms

The Contract Administrator or his/her designee will brief the Contractor on operation of any alarm system (police and/or fire), to stop false alarms from occurring. If an employee of the Contractor, by his/her actions or omissions causes a false alarm to occur, which results in a charge for the false alarm, the Contractor shall be liable for those charges, and the agency will generate an invoice to the Contractor for those charges. The agency reserves the right to hold in payment for services until the Contractor pays the false alarm charge.

O. Invoicing

Invoices are to detail the services performed each month and should include the contract number or the applicable purchase order number. All quarterly, semi-annual or annual nonrecurring work must be separately invoiced or listed as a separate line item on that facility's normal monthly billing invoice. Invoices shall be billed by location showing the daily rate times the number of days worked. Monthly rate shall match the amount listed by the vendor on their Pricing Schedule (*Attachment H*), as listed in the "Monthly Task Total Cost" columns, in response to this RFP.

Term of invoice shall be Net 30 days. The City does not accept requests for early payment, unless vendor shall notate a price discount for early payment (i.e. Invoices shall be free of all state, local and sales tax.) The early payment discount will not be taken into account at the time of evaluation of proposals.

Upon completion of a contract, the City shall provide to the successful Contractor, a copy of the City's sales tax exemption form (ST-12). Vendor shall provide to City a copy of the most recent W-9 form.

Adjustments to the Contractor's monthly bill may be made if:

- a. The total amount of space to be cleaned in the building increases because

of the use or occupancy of space now exempt.

- b. The total amount of space to be cleaned in the building decreases because space not being cleaned is vacated or is under extensive repair or alteration.
- c. An entire building/facility is added or deleted as the City's needs for cleaning services may change.

Pricing for these adjustments shall be based on square footage and negotiated with contractor. Payment is subject to inspection and approval by the City of Harrisonburg.

P. Schedule of Work

The Contractor shall submit for approval a schedule for the performance of the work and shall coordinate with the Contract Administrator. Contact information for the Contract Administrator will be provided to the successful Contractor upon award of contract. Any change in the Contract Administrator will be provided in writing, along with new contract information, to the Contractor.

Q. Rescheduling of Work Due to Holidays or Special Circumstances

At the mutual convenience and agreement of both the Contractor and the City, the routine work schedule may be adjusted to allow for observance of holidays or other special circumstances.

R. Subcontracts and Assignment

Contractor may Subcontract parts of the contract, as long as Contract Administrator has provided prior written consent. A list of all subcontractors, including contact information, shall be provided to the Contract Administrator by the Contractor at the time of the request for the Subcontract.

S. Penalties

With the exception of item number three and four below, the Contractor shall incur a flat rate penalty fee of \$100.00 to be deducted from subsequent contract monthly billing for any of the following incidents:

- 1. Repeated failure to perform contract, neglect, or oversight, any of which occurs more than twice over a three-month period.
- 2. Delay of more than five working days in completing periodic services per City approved work schedule. Flat rate fee will accrue for every day beyond the five working day grace period.

3. The Contractor shall be responsible for any lost keys, badges and/or access codes. Loss of keys or badges must be reported to the Contract Administrator immediately. A charge of twenty-five dollars (\$25.00) will be made for each lost or damaged key or badge. Should a lost or stolen key or badge jeopardize the security of a City facility, the Contractor shall be totally responsible for all costs incurred by the City in re-keying or re-coding the lock system. Contractor is advised that this process could be quite costly.
4. The Contractor shall be charged fifty dollars (\$50.00) after the first two call-outs per year, per facility, should Contractor, while in process of entering or leaving the facility, misuse the security alarm system.

The City representative and the City Purchasing Agent shall be the sole judge of any performance discrepancies.

T. Applicability to other City Agencies

Other departments or agencies of the City of Harrisonburg are hereby deemed as participants in this solicitation and shall have the right, at their option, and upon successful negotiation, to utilize any contractor selected as a result of this solicitation.

VI. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited

by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in

its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

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

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

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

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, 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. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the

goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free 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.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

VII. INSURANCE REQUIREMENTS

Vendors shall review and complete the attached Insurance Requirements Form (*Attachment C*) and return with proposal submission.

VIII. PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm to perform janitorial services for the City of Harrisonburg Department of Public Utilities Office.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Harrisonburg. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

The Offeror is asked to address each evaluation criteria contained in *Section XII. Proposal Evaluation Criteria*, and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm's capabilities to provide the required services.

The Offeror should include in their proposal the following:

1. A completed Proposal Cover Sheet which is the first page of this RFP.
2. Table of contents. All pages are to be numbered.
3. Introduction – Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
4. Proposal – the Proposal submitted by Offeror shall include at a minimum, the following:
 - a. The approach to the janitorial services, including the methodology and products used to provide the requested services. This should include demonstrated understanding of the project and how the firm will perform the scope of work, as well as clearly outline the project approach.
 - b. History of the firm, including number of users in business and size of the firm. This also includes the location of the head office and any branch offices. Contractor shall have a minimum of three (3) years' experience in providing cleaning services in similar office and industrial facilities.
 - c. Include a list of at least three (3) current clients for whom comparable services have been provided. For each client, provide the client name, person to contact, address and phone number.
 - d. Description of company's efforts to minimize health, safety and environmental impacts from the products to be used. Address consideration of toxicity, VOC

emissions, etc. in cleaning product selection. Address employee training to insure proper product usage, storage and waste disposal. Highlight any particular efforts made to address health and safety issues for workers, building occupants and the environment.

- e. Qualifications of Supervisors, as required by the Scope of Work (Section V. *Scope of Work, I. Qualifications of Supervisors*).
5. Vendor shall complete and return the Pricing Schedule (*Attachment H*) with price schedule and costs for the requested building. Prices shall be given for the entire scope of work, as specified in the attachment. “Monthly Task Total Cost” shall include all tasks listed in *Attachment F* that are performed Daily and Weekly. These shall be combined for one cost, which will be the monthly invoice cost.
6. The Offeror may provide information for other services or programs that are available to its clients that may not be specified in this proposal. Additional services should be provided with cost listed as well as details and description of the offering. This information shall be listed in the space provided in *Attachment H*. Additional pages may be attached if more space is required.
7. The Offeror shall include signed copies of any and all addenda to the RFP.
8. The Offeror shall complete, and include with their proposal, the State Corporation Commission (SCC) Form (*Attachment A*).
9. The Offeror shall complete, and include with their proposal, the Proprietary/Confidential Information Identification Form (*Attachment B*). The Offeror shall identify any proprietary information contained in their proposal. If no proprietary information is included in the proposal, the Offeror shall mark the appropriate box on the form.
10. The Offeror shall complete, and include with their proposal, the Insurance Requirements Form (*Attachment C*)
11. The Offeror shall already have or have the ability to obtain a business license in the City of Harrisonburg. For more details on what this entails, contact the Commissioner’s Office at 540-432-7707.

IX. INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Proposal: Janitorial Services for Public Utilities ITB#: 2014044-PU-P**”. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the offeror.

Offerors shall provide two (2) paper copies and one (1) electronic copy (on CD or thumb drive) of the proposal documents. Proposal documents shall be mailed or hand-delivered to the **Purchasing Office located at 345 South Main Street, Room 201, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **Tuesday, July 8, 2014 at 3:00pm local time**. Any proposals received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The offeror has the sole responsibility to have the proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

***PLEASE NOTE:** The City of Harrisonburg Municipal Building (345 South Main Street) is currently undergoing construction around the facility. Parking options tend to be congested throughout the day. It is recommended to park on the North side of the building in visitor parking (follow signs). Please take this into account when submitting your proposal document and give yourself enough time to park and take your proposal to the correct office for acceptance.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

X. QUESTIONS

Questions related to the RFP or requests for clarification may be directed to Ms. Pat Hilliard, Purchasing Agent for the City of Harrisonburg, by email (Purchasing@harrisonburgva.gov) or by fax (540-432-7778). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. All questions must be received no later than **Tuesday, July 1, 2014 at 12:00pm (noon), local time**. It is the responsibility of all offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

XI. MODIFICATION & WITHDRAWAL OF PROPOSAL

A bidder may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

XII. PROPOSAL EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

1. Experience & Past Performance: Prior experience in providing similar services, including client references.

2. Ability to provide the services: Specific information on the company's ability to deliver the required services. Background on the company, including the number of years in business and past major projects completed, should your company be awarded the contract.

3. Responsiveness: The Vendor's ability to deliver the required services on time and in accordance with the Scope of Work.

4. Cost: Costs will not be the sole deciding factor in the selection process, but will be considered in the case of this RFP.

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation to explain the proposal and answer questions.

The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City.

XIII. AWARD OF CONTRACT

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. Once the selection has been made as to which Offeror will be awarded the contract, the Purchasing Agent will post a Notice of Award on the City's website at www.harrisonburgva.gov/bid-proposal-award-notifications and also on eVA at www.eva.virginia.gov.

The award documentation will subsequently be followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

Successful Offeror shall contact the Commissioner's Office to obtain proper business licensing for the City of Harrisonburg, if it does not already possess (540-432-7707).

Notice to Proceed (both verbally and written) shall be given by the City after receipt of the Insurance Certificate. The Contractor shall begin the Work to be performed under this Contract

on the date set by future notifications. Failure to begin work within seven (7) days of such notifications may be construed by the City as just cause for cancellation of the Contract.

XIV. CONTRACT TERM

The contract is expected to commence on August 1, 2014.

The resulting contract will have an initial three (3) year term. The City reserves the right to renew the contract(s) for two (2) additional one (1) year terms if negotiated pricing is agreeable to both parties.

For the term of the Contract, pricing for all services will be no greater than the prices quoted in the Contractor's Proposal submission. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Services under similar terms and conditions, through reduction in Contractor's list prices, promotional discounts, or other circumstances, Purchasers must be given immediate benefit of such lower prices and rates.

At the end of the initial three (3) year term, price shall remain constant for any subsequent terms unless vendor provides substantial written justification for the requested price increase. A contract price for any subsequent terms shall be mutually agreed upon by both the City and the Contractor.

A. Price Adjustments

At least 45 calendar days before the end of the current term of this Contract, Contractor may propose rate increases by written notice to the Purchasing Contract Administrator. The Contracts and Purchasing Contract Administrator may consider price adjustments, when determining whether to extend this Contract. The Contractor shall provide a detailed breakdown of their costs upon request. Consideration of the Contractor's requests for adjustments in pricing will be at the sole discretion of the City, only after expiration of the firm and fixed price period, and then on a pass through basis only that does not produce a higher profit margin for Contractor than that established by the original contract pricing.

All price increases must have supporting documentation sufficient to justify the requested increase. Base documentation on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of the City and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor will receive written approval from the Contract Administrator of any price adjustment and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments shall remain unchanged for at least one year thereafter.

The City will not be bound by invoice prices that are higher than those in the contract, unless Purchasing has accepted the higher price and amended the contract. The Contractor will correct any incorrect invoice pricing.

XV. TRIAL PERIOD & RIGHT TO AWARD TO NEXT HIGHEST SCORING CONTRACTOR

The successful Contractor shall agree to a sixty (60) calendar day trial period of performance. The period shall begin upon contract award. During the sixty (60) day trial period, Contractor shall comply with all terms and conditions of this contract for continuance. In the event the Contractor fails to adequately meet all requirements during the trial period, the City of Harrisonburg shall declare the Contractor's performance unacceptable and terminate all agreements, without penalty or obligation to the City. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized work up to the date of termination. If termination of the contract occurs within the trial period, the City reserves the option to award the contract to the next highest scoring responsive Contractor by mutual agreement with such Contractor. Any new award will be for the remainder of the contract and will be subject to this trial period as well.

XVI. ORIENTATION

Upon award of contract, completion of all contract documents, and provision of required qualifications including but not limited to the W-9 Form, Insurance requirements, and business licensing, Successful Offeror shall participate in an on-site orientation. The orientation will be held at the Department of Public Utilities facility, located at 2111 Beery Road, Harrisonburg, VA 22801. Successful Offeror and Contract Administrator will work together to find a suitable date and time to hold the orientation. All staff assigned to this contract, including the employee's immediate supervisor(s), must be in attendance. The purpose of the orientation is to familiarize contract employees with key City personnel and areas of the building, as well as entry keying, security codes, security alarms, and fire alarms.



ATTACHMENT A: STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

****This document must be completed & returned with proposal submission.***



ATTACHMENT B: PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none.

**This document must be completed & returned with proposal submission.*



ATTACHMENT C: INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

BIDDER STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

****This document must be completed & returned with proposal submission.***



ATTACHMENT D: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (the “Agreement”) is made and entered into this ___ day of _____, 2014 by and between the City of Harrisonburg, Virginia, a Virginia municipal corporation, (the “City”) and _____, (“the Contractor”) for the purposes of preventing the unauthorized disclosure of Confidential Information.

- A. The City has contracted with the Contractor for janitorial services for the following City facilities: Department of Public Utilities, located at 2155 Beery Road, Harrisonburg, VA 22801.
- B. The Contractor agrees to the following conditions:
 - 1. Confidentiality and Non-disclosure. The Contractor agrees that all information, records and/or documents on City premises that their employees could be exposed to which contains confidential information shall remain confidential and that Contractor shall not make any unauthorized use or disclosure of any such information. Confidential Information shall include, but not be limited to, personal information of the City employees or citizens, including Social Security numbers, tax identification numbers, personnel information, financial information or tax information.
 - 2. Term. The non-disclosure provisions of this Agreement shall survive the term of the contract indefinitely.
 - 3. Remedies. The Contractor agrees that its obligations hereunder are necessary and reasonable in order to protect the personal information on any City premises, and expressly agrees that monetary damages would be inadequate to compensate the City for any breach of any covenant or agreement set forth herein. Accordingly, the Contractor agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the City and its employees and citizens, and that, in addition to any civil and/or criminal sanctions or penalties, the City, and any of its employees and citizens shall be entitled to obtain injunctive relief against the threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages. The Contractor shall be responsible for all damages resulting from such violation, including but not limited to, the cost of notification and shall indemnify and hold harmless the City, its office’s, employees and elected officials, of any damages resulting form a breach of this agreement.
 - 4. The Contractor shall ensure that each of its employees performing services at any City facility sign a copy of this Agreement and agree to be bound by its terms.
 - 5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, with venue for any action arising hereunder proper only in the Circuit Court of Rockingham County, Virginia.

Agreement as of the date first above written.

City of Harrisonburg, Virginia

Contractor/Employee

Signature: _____

Signature: _____

Name: Pat Hilliard, CPPB

Name: _____

Title: Purchasing Agent

Title: _____

Address: 345 South Main Street

Address: _____

Harrisonburg, VA 22801

****Note: This document is for vendor reference and is NOT required to be returned with proposal submission. Copies will be required from each employee upon Contract Award, per the RFP document (Section V, K.).***



ATTACHMENT E: CITY OF HARRISONBURG, VA
SAMPLE STANDARD CONTRACT RFP

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the “Contractor” and City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Request for Proposal (no revisions by the Contractor)

dated: _____

If applicable, any Official City Addenda(s):

#1, dated: _____

- (3) The Contractor’s Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: _____ By: _____

Title: _____ Title: _____

**Note: This document is for vendor reference and is NOT required to be returned with proposal submission.*



ATTACHMENT F. REQUIRED CLEANING SCHEDULE

**Facility: Public Utilities Building
2155 Beery Road, Harrisonburg, VA 22801**

Area/Item	Work Description	Frequency		
		Daily (M-F)	Weekly	Semi-annual
Billing Division				
Office #201	Vacuum	X		
Offices #200	Vacuum	X		
Break Room	Dry and wet mop	X		
Rest Rooms	Dry and wet mop/Clean & sanitize	X		
Hallways	Dry and wet mop	X		
Meter Tech Office	Vacuum	X		
Glass doors	Clean glass		X	
Foyer	Dry and wet mop	X		
Cash Room	Vacuum	X		
Doors, windows, walls, counters, etc.	Spring and Fall Cleaning			X
Shampoo all carpet	Spring and Fall Cleaning			X
Srtip, wax, and polish all tile flooring	Spring and Fall Cleaning			X
Administrative Division				
Information Technology Office	Vacuum	X		
Administrative Office	Vacuum	X		
Executive Office I	Vacuum	X		
Accounts Receivable Office	Vacuum	X		
Executive Office II	Vacuum	X		
Conference Room	Vacuum	X		
Filing Room	Dry and wet mop	X		
Hallways	Vacuum, Dry and wet mop	X		
Doors, windows, walls, counters, etc.	Spring and Fall Cleaning			X
Shampoo all carpet	Spring and Fall Cleaning			X
Srtip, wax, and polish all tile flooring	Spring and Fall Cleaning			X
Engineering Division				
Office #116	Dry and wet mop	X		
Office#107	Dry and wet mop	X		
Plan Room	Dry and wet mop	X		
Office #110	Dry and wet mop	X		
Office #109	Dry and wet mop	X		
Office #108	Dry and wet mop	X		
Emergency Response Room	Vacuum	X		
Hallways	Dry and wet mop			
Doors, windows, walls, counters, etc.	Spring and Fall Cleaning			X
Srtip, wax, and polish all tile flooring	Spring and Fall Cleaning			X
Field Utilities Division				
Lounge	Dry and wet mop	X		
Ready Room	Dry and wet mop	X		
Men's Locker Room	Dry and wet mop/Clean & sanitize	X		
Women's Locker Room	Dry and wet mop/Clean & sanitize	X		
Foreman's Room	Dry and wet mop	X		
Superintendent Office	Dry and wet mop	X		
Supervisor Office	Dry and wet mop	X		
Conference Room	Dry and wet mop	X		
Doors, windows, walls, counters, etc.	Spring and Fall Cleaning			X
Srtip, wax, and polish all tile flooring	Spring and Fall Cleaning			X
Pump Tech Division				
Pump Techs Office	Dry and wet mop	X		
Supervisor Office	Dry and wet mop	X		
Doors, windows, walls, counters, etc.	Spring and Fall Cleaning			X
Srtip, wax, and polish all tile flooring	Spring and Fall Cleaning			X

NOTE: Any room not listed in the schedule does not need the services.



ATTACHMENT G: DEFINITION OF TERMS

The following definitions apply to this RFP document, unless otherwise noted:

ANNUALLY	Shall mean once every twelve calendar months.
AS-NEEDED	Shall be determined by the Contractor’s Superintendent.
CLEAN	Remove all dirt, stains, and marks with approved cleaner. As appropriate may include disinfecting as needed or directed. For toilets and urinals the term clean includes disinfection with replacement of urinal blocks as needed and/or screens as needed.
DAILY	Shall mean five (5) days per week, Monday through Friday, excluding holidays when service need not be performed.
DAMP MOP	Damp mopping shall occur after hard surface floors are swept or vacuumed to remove loose dirt and debris. Then these floors shall be damp mopped with a clean mop and warm water containing floor cleaner and rinsed as required. Damp mopping is to be done in a manner to remove all surface dirt and stains, hand cleaning of mop resistant spots and hard to reach areas may be necessary. Any easily moved items should be moved, cleaned underneath and put back in place. Items not easy to move should be mopped around on a regular basis, moving them to mop under them as needed. Upon completion the floor should be free of litter, soil, dust, and foreign matter, stains, streaks, film, standing water and splash marks. Wet floor signs should be put out while work is in progress and until floor is dry. Special attention shall be given to maintaining the appearance of the floors around toilet fixtures.
DAMP WIPE	Remove all surface dirt with a damp cloth, which may have been treated with cleanser as appropriate.
DUST	Remove all loose dirt and debris with treated dust cloths from furniture and fixtures to include but not limited to: desks, chairs, shelves, tabletops, picture frames, artificial plants, filing cabinets, partitions, door and window frames and sills, ledges, baseboards, counters, moldings, vents, shelves, exposed pipes, partitions and other furniture and other horizontal and vertical surfaces. Glass surfaces shall be dusted with an untreated cloth. There shall be no obvious signs of dust, spots, streaks, water marks on any surface.
DUST MOP	Cleaning wood floors of dust, dirt and litter with a terry cloth or similar soft surface mop. Spills or spots should be damp wiped when needed. At specified frequencies, wood floors should be cleaned with the appropriate cleaning solution and polished with a soft cloth to restore the luster.
EVERY OTHER	Shall mean Monday, Wednesday and Friday, excluding holidays when

DAY	service need not be performed.
MACHINE POLISH	Use floor machine or high speed buffing machine where appropriate to apply protective sheen on floors. Buff until dry.
MONTHLY	Shall mean once per calendar month.
POLISH	Wiping a cleaned surface free of spots, water spots and smudges. This includes, but is not limited to: all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc.
QUARTERLY	Shall mean once every three calendar months.
REFINISH	Apply appropriate number of coats of approved floor finish. Finish to be clear in color, have no streaks and resist dirt and soil.
SANITIZE	Use of an approved disinfectant during cleaning.
SEMI-ANNUALLY/BI-ANNUALLY	Shall mean every six calendar months.
STRIP	Remove accumulation of old floor finish, all surface dirt, stains, and marks. Rinse and dry. Furniture is to be moved during floor stripping.
SWEEP	Remove all loose dirt and litter with sweeping tool and treated cloth and sweeping compound as needed; in places difficult to sweep, use brush or vacuum.
VACUUM	Remove all surface and embedded dirt with an industrial grade suction cleaner. Carpeted surfaces shall be free of obvious dirt, litter, soil, dust and other debris & residual matter. Vacuum entire area, including under chairs, tables, waste receptacles, wheeled tables, walk off mats, boxes, and other easily moved items, and around furniture legs. Return moved items to their original position. Pick up staples and other hard to remove items by hand if necessary. Vacuum hard to reach areas such as behind desks and furniture as needed. Any spots or stains on carpet shall be removed as soon as possible after occurring. Carpet spot and spill removal. (There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned spots should blend with adjacent areas of carpet.)
WEEKLY	Shall mean one day per week.



ATTACHMENT H: PRICING SCHEDULE

The undersigned hereby proposes to furnish all labor, equipment, and materials necessary to perform and complete the following items of work in accordance with this Request for Proposal and all of the Contract Documents for the facilities specified.

	Location: Department of Public Utilities, 2155 Beery Road, Harrisonburg, VA 22801	Times Performed Per Year	Annual Cost Per Task Listed
Monthly Task Total Cost ♦	\$	12	\$
Semi-Annual Cost	\$	2	\$
Estimated Number of Hours Per Visit		N/A	N/A
Dedicated # of Employees		N/A	N/A
Total Annual Cost for Building:			\$

♦Monthly Task Total Cost shall include all tasks from Attachment F that are performed Daily and Weekly. These shall be combined for one cost, which will be the monthly invoice cost.

****This document must be completed & returned with proposal submission.***

ATTACHMENT H: PRICING SCHEDULE CONT'D

Additional Services:

Additional cleaning tasks not covered by the specifications, would be provided at an hourly rate of \$_____ per man hour.

Additional Services Provided:

Use this space to list any additional services your company offers. Additional pages and brochures with information may be attached.

My signature constitutes certification that I or my designated representative have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the City.

By my signature, I certify that this firm/individual is properly licensed for providing the goods/services specified.

Legal Name of Person, Persons, or Corporation: _____

Signature: _____ Date: _____

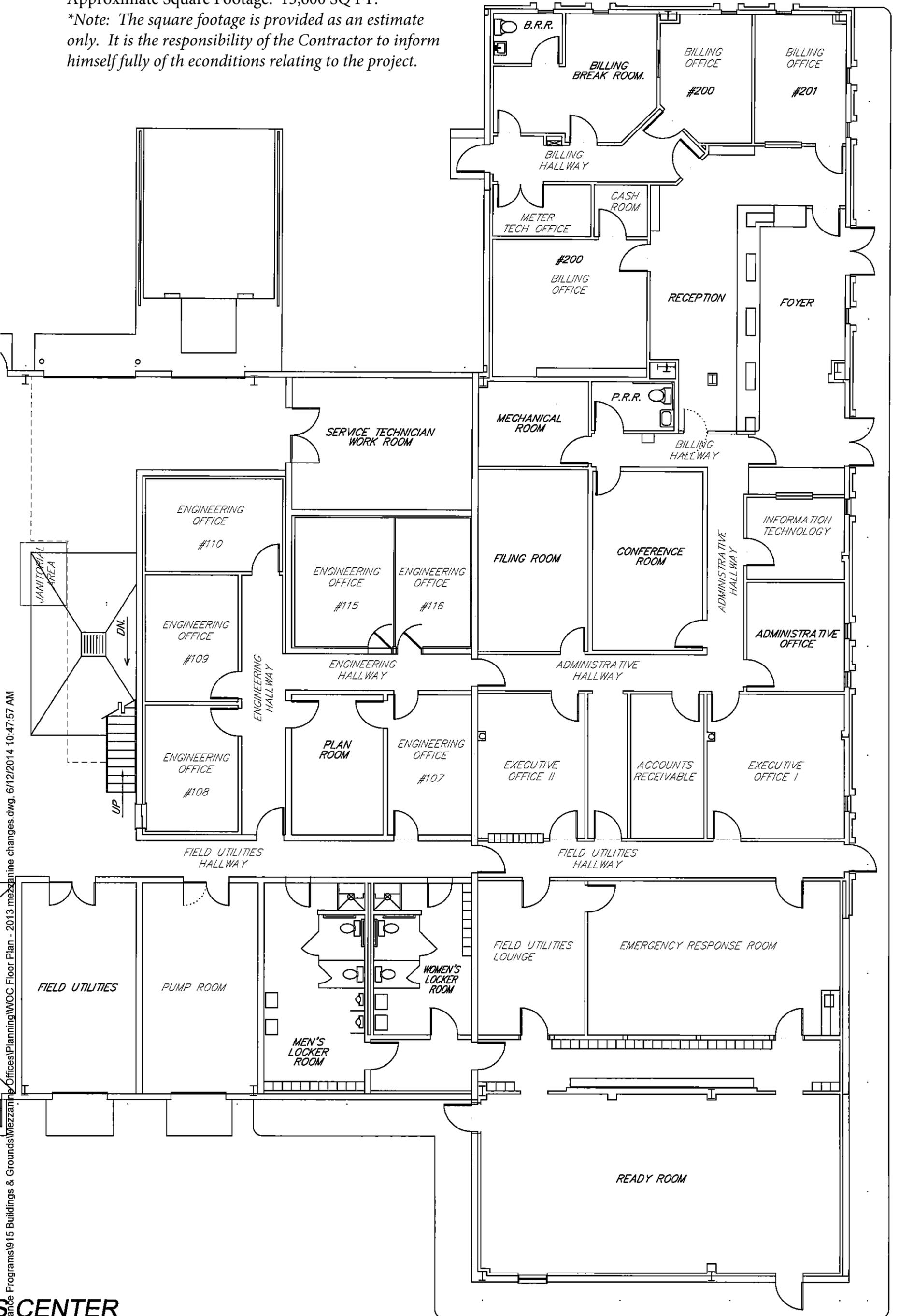
Printed Name: _____

**This document must be completed & returned with proposal submission.*

ATTACHMENT I. BUILDING FLOOR PLAN LAYOUT

Approximate Square Footage: 13,600 SQ FT.

*Note: The square footage is provided as an estimate only. It is the responsibility of the Contractor to inform himself fully of the conditions relating to the project.



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WATER OPERATIONS CENTER
2ND FLOOR
NO SCALE

