



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street
Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE (May 22, 2014), REQUEST FOR PROPOSAL NUMBER (2014049-PT-P), FOR (Janitorial Services for Transportation Facilities), DEPARTMENT (Public Transportation), DATE/TIME OF CLOSING (June 10, 2014 at 2:00pm local time), CONTRACT ADMINISTRATOR (Mr. Reggie Smith, Director of Public Transportation)

A PRE-PROPOSAL SITE VISIT WILL BE HELD ON MAY 28, 2014 AT 1:00PM LOCAL TIME
THIS VISIT IS NOT MANDATORY, BUT IS RECOMMENDED

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. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

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.

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

I. PURPOSE

The City of Harrisonburg (City) is soliciting sealed proposals from qualified firms to provide janitorial services for new facilities for the Harrisonburg Department of Transportation (HDPT) Administration Building (475 East Washington Street, Harrisonburg, VA 22802) and Maintenance Facility (473 East Washington Street, Harrisonburg, Virginia 22802). Services shall include all operations in connection with custodial services in the buildings 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, except as specified in the Scope of Work. The City reserves the right to add or delete areas as required by notifying contractor and negotiating a change order for contract pricing.

A Request for Proposal (RFP) is being issued in lieu of an Invitation to Bid (ITB) due to the specialized nature of the Scope of Work for this project.

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 whom 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 requires an experienced and reputable company to provide comprehensive janitorial services to municipal facilities. 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. Vendor shall maintain facilities based on information from the manufacturer of the products (i.e. rubberized flooring, etc.).

The following buildings are included in this proposal:

Facilities:

Harrisonburg Department of Public Transportation Administration Building

475 East Washington Street, Harrisonburg, Virginia 22802

Harrisonburg Department of Public Transportation Maintenance Building

473 East Washington Street, Harrisonburg, Virginia 22802

Approximate Square Footage:

Administration Building Sq Footage: 12,112

Maintenance Facility Sq Footage: 28,414

The HDPT's cleaning expectations for this contract may be found in Attachment F of this RFP document.

The HDPT requires cleaning after 5:00 p.m. Monday through Friday for the Administration Building and after 5:30 p.m. Monday through Friday for the Maintenance Facility plus anytime Saturday or Sunday.

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.

III. FAMILIARITY WITH PROPOSED WORK & SITE VISITS

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. PRE-PROPOSAL SITE VISIT

A pre-proposal site visit will be held on **Wednesday, May 28, 2014 at 1:00pm local time** at the Department of Public Transportation Administration Building, located at 475 E. Washington Street, Harrisonburg, VA 22802. Meeting will be held at the current facility and will include tours of the new facilities. While this meeting is not mandatory, it is recommended that interested vendors attend, as it is the best opportunity to tour the facilities, become familiar with the space and the materials utilized in the overall construction, and get questions answered about the RFP or Scope of Work. 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. For site visits after this date, vendors must contact Cheryl Spain at 540-432-0492 to arrange a brief visit of the facilities. A minimum of forty-eight (48) hours notice must be given prior to requested site visits. No site visits shall be requested or permitted to occur after the cut-off date for questions on June 3, 2014. Site visits must take place prior to this date.

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

V. 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.

VI. SCOPE OF WORK

A. Definition of Terms

The following definitions apply 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 DAY	Shall mean Monday, Wednesday and Friday, excluding holidays when 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. 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.
WEEKLY	Shall mean one day per week.

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 approval by the Contract Administrator.

Services will continue to be provided on a daily basis at the Department of Public Transportation Administrative & Maintenance Buildings. The Contractor is responsible for general cleaning of restrooms, offices, cubicles, vacuuming, kitchen, locker room, and window/glass cleaning.

Required Cleaning Schedule: The Department of Public Transportation's cleaning expectations for this contract may be found in *Attachment F. Required Cleaning Schedule* of this RFP document.

In addition, the proposal should contain an additional man-hour rate for cleaning tasks not covered by the specifications and requested by the City on an as-needed basis.

C. 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. Equipment may be stored on site at the Department of Public Transportation location, upon approval by the Contract Administrator. 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. 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 HDPT will provide the floor scrubber machine for the upkeep of the concrete floors in the maintenance facility. Floor scrubber machine is TENNANT MODEL 5700. The HDPT will provide training on the proper use of this machine.

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 Transportation Administration Building and also the Maintenance Building, 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.

D. 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.

E. 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.

F. 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 proposed supervisor; and
- b) A detailed description of the previous five (5) years employment history of the proposed supervisor.

G. 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. There shall be no exception to this requirement.

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.

H. 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.

I. 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 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, where applicable. 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.

J. Keys & Badges

Upon approval, employee(s) shall be given appropriate entry apparatus for accessing the cleaning areas. The Contractor shall not reproduce keys or badges to City facilities, unless prior approval is given by the Contract Administrator. The Contractor will be responsible for obtaining any keys provided to employees who terminate employment with Contractor. The Contract Administrator shall issue additional keys as needed. The Contractor shall account for, and keep safe, all keys and badges. The Contractor shall return all extra or unused keys or badges to the Contract Administrator. The Contractor shall be financially responsible for any damage and loss due to misappropriation, loss of City keys or badges. In those cases, the Contractor may also be responsible for, but not limited to, all costs incurred, including re-keying or re-programming of all locks, re-configuring electronic access systems, and reissuing new keys or badges.

Keys and 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 P* below, for penalties resulting from lost keys. Keys and badges are to be made only by the City.

K. Energy Conservation

Contractor shall instruct all employees performing work within the facility to utilize methods that will maximize energy conservation. This shall include the turning on of light fixtures only in the areas where work is in progress, and turning off all lights when work is completed.

L. Invoicing

Invoices are to detail the services performed each month, by facility. Submit one invoice which includes weekly, bi-weekly and monthly facility cleaning for each building. 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 monthly rate for that facility. Monthly rate shall match the amount listed by the vendor on their Pricing Schedule (*Attachment H*) as listed in "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 and local tax. 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.

M. 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.

N. 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.

O. 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.

P. Penalties

With the exception of item number three and four below, the Contractor may 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 and/or badges. A charge of twenty-five dollars (\$25.00) will be made for each lost 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-programming the lock system. Contractor is advised that this process could be quite costly.

The Contract Administrator shall be the sole judge of any performance discrepancies.

Q. Cleaning Schedule

The Contractor shall furnish the City representative a yearly work schedule for monthly, quarterly and semi-annual cleaning tasks that are not performed on a daily basis. This schedule shall be provided within thirty (30) days of the Notice of Award. The schedule shall identify the dates each service is to be provided in the building for the calendar year.

VII. 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 ITBs 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>.

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 Transportation Administration and Maintenance facilities.

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 XIV. 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 customers 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.
5. Vendor shall complete and return the Pricing Schedule (*Attachment H*) with price schedule and costs for each building. Prices shall be given for the entire scope of work and listed by individual facility, as specified in the attachment. "Monthly Task Total Cost" shall include all tasks listed in *Attachment F* that are performed Daily, Twice Weekly, Weekly and Monthly. 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.
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 complete and include with their proposal, the Federal Transportation Administration (FTA) Clauses (*Attachment G*).

IX. INSURANCE REQUIREMENTS

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

X. FEDERAL TRANSPORTATION ADMINISTRATION (FTA) CLAUSES & MINORITY STATUS OF BUSINESS OWNERSHIP FORM

Vendors shall review and complete the attached Federal Transportation Administration (FTA) Clauses as well as the Minority Status of Business Ownership Form and return requested copies with proposal submission (*Attachment G*).

XI. INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Proposal: Janitorial Services for Public Transportation ITB#: 2014049-PT-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 three (3) 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, June 10, 2014 at 2:00pm 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.

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

XII. 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, June 3, 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.

XIII. 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."

XIV. PROPOSAL EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on a below/meets/exceeds scale, using the following minimum selection criteria:

- 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

XV. CONTRACT TERM

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, Contract Administrator 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 Contract Administrator. The 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 Contract Administrator has accepted the higher price and the amended the contract. The Contractor will correct any incorrect invoice pricing.

XVI. 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 City will award the Contract for both the Public Transportation Administration Building and the Maintenance Building to one Contractor.

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.

XVII. 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 current Department of Public Transportation Administration facility, located at 475 East Washington Street, Harrisonburg, VA 22802. 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.



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 several City facilities: Planning and Community Development, Municipal Building, Public Works, and Central Stores.
- 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.
 - 3. Term. The non-disclosure provisions of this Agreement shall survive the term of the contract indefinitely.
 - 4. 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.
 - 5. 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.
 - 6. 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
 Signature: _____
 Name: Pat Hilliard, CPPB
 Title: Purchasing Agent
 Address: 345 South Main Street
Harrisonburg, VA 22801

Contractor/Employee
 Signature: _____
 Name: _____
 Title: _____
 Address: _____



ATTACHMENT E: CITY OF HARRISONBURG, VA
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 Transportation - Administration Building

475 E Washington Street

Daily M-F

Area/Item	Work Description	Frequency						
		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-annual	Annual
Entry Areas (3)								
All furniture	Dust	x						
Carpeted floors	Vacuum	NONE						
Hard floors	Vacuum and damp mop	X						
Low horizontal surfaces	Dust			X				
High horizontal surfaces	Dust			X				
Counters	Clean and sanitize	X						
Glass doors	Clean glass		X					
Trash cans	Empty	X						
Doors, walls, etc.	Spot clean			X				
General and Private Offices, Conference Rooms/ Training Room								
All furniture including desks, chairs, tables, filing cabinets, etc., without disturbing paper work	Dust			X				
Telephones	Dust		X					
Telephones	Clean and sanitize		X					
Low horizontal surfaces	Dust			X				
High horizontal surfaces	Dust			X				
Glass doors and partitions	Clean glass, dust partitions			X				
Interior glass on windows and doors	Clean glass			X				
Carpeted floors	Vacuum	NONE						
Hard floors	Vacuum and damp mop			X				
Trash cans	Empty	X						
Doors, walls, etc.	Spot clean				X			
Shades/Window Sills	Dust				X			
Break Room(s)/Kitchen								
Counters	Clean and sanitize	X						
Trash cans	Empty	x						
Trash cans	Clean and sanitize			X				



ATTACHMENT F. REQUIRED CLEANING SCHEDULE

Facility: Public Transportation - Administration Building

475 E Washington Street

Daily M-F

Area/Item	Work Description	Frequency						
		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-annual	Annual
Doors, walls, etc.	Spot clean			X				
Low horizontal surfaces	Dust			X				
High horizontal surfaces	Dust			X				
Fronts and tops of vending machines	Damp wipe	X						
Refrigerator	Damp wipe inside/outside*	X*			X			
Microwave	Damp wipe inside/outside	X						
Sink	Clean, sanitize and polish	X						
Restrooms / Shower								
Sinks, commodes and fixtures	Clean sanitize and polish	X						
Glass and mirrors	Clean	X						
Trash cans	Empty	X						
Trash cans	Clean and sanitize			X				
Dispensers	Refill	X						
Walls, doors and partitions	Spot clean			X				
Doors and partitions				X				
Low horizontal surfaces	Dust			X				
High horizontal surfaces	Dust			X				
Floor	Sweep, mop and sanitize	X						
Floors								
Wood	Dust mop	NONE						
Hard	Vacuum or sweep and damp mop			X				
Hard	Strip, refinish and machine polish						X	
Hard	Remove scuff, heel and other visible marks			X				
Carpet	Vacuum		NONE					



ATTACHMENT F. REQUIRED CLEANING SCHEDULE

Facility: Public Transportation - Administration Building

475 E Washington Street

Daily M-F

Area/Item	Work Description	Frequency						
		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-annual	Annual
Windows and Miscellaneous								
Interior windows and windows in doors and partitions (blinds & sills*)	Clean			x*			X	
Exterior windows	Clean						X	
Drinking fountains	Clean and sanitize	X						
Check for cobwebs	Clean			x*				
Stairwells	Swept, mopped or vacuumed		X					
Light fixtures	Change bulbs	In House						



ATTACHMENT F. REQUIRED CLEANING SCHEDULE

Facility: Public Transportation - Maintenance Building

473 E Washington Street

Daily M-F

Area/Item	Work Description	Frequency						
		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-annual	Annual
Entry								
All furniture	Dust		X					
Carpeted floors	Vacuum	NONE						
Hard floors	Vacuum and damp mop		X					
Low horizontal surfaces	Dust			X				
High horizontal surfaces	Dust			X				
Counters	Clean and sanitize	X						
Glass doors	Clean glass			X				
Trash cans	Empty	X						
Doors, walls, etc.	Spot clean			X				
General and Private Offices, Conference Rooms								
All furniture including desks, chairs, tables, filing cabinets, etc., without disturbing paper work	Dust		X					
Telephones	Dust		X					
Telephones	Clean and sanitize		X					
Low horizontal surfaces	Dust			X				
High horizontal surfaces	Dust			X				
Glass doors and partitions	Clean glass, dust partitions			X				
Interior glass on windows and doors	Clean glass			X				
Carpeted floors	Vacuum	NONE						
Hard floors	Vacuum and damp mop			X				
Trash cans	Empty	X						
Doors, walls, etc.	Spot clean			X				
Shades/Window Sills	Dust			X				
Break Room(s)/Kitchen								
Counters	Clean and sanitize	X						
Trash cans	Empty	X						
Trash cans	Clean and sanitize			X				



ATTACHMENT F. REQUIRED CLEANING SCHEDULE

Facility: Public Transportation - Maintenance Building

473 E Washington Street

Daily M-F

Area/Item	Work Description	Frequency						
		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-annual	Annual
Doors, walls, etc.	Spot clean		X					
Low horizontal surfaces	Dust			X				
High horizontal surfaces	Dust			X				
Fronts and tops of vending machines	Damp wipe	X						
Refrigerator	Damp wipe inside/outside*	X*			X			
Microwave	Damp wipe inside/outside	X						
Sink	Clean, sanitize and polish	X						
Restrooms / Showers								
Sinks, commodes and fixtures	Clean sanitize and polish	X						
Glass and mirrors	Clean	X						
Trash cans	Empty	X						
Trash cans	Clean and sanitize			X				
Dispensers	Refill	X						
Walls, doors and partitions	Spot clean			X				
Doors and partitions				X				
Low horizontal surfaces	Dust			X				
High horizontal surfaces	Dust			X				
Floor	Sweep, mop and sanitize	X						
Floors								
Concrete	Floor Scrubber (provided by City)			X				
Wood	Dust mop	NONE						
Hard	Vacuum or sweep and damp mop			X				
Hard	Strip, refinish and machine polish						X	



ATTACHMENT F. REQUIRED CLEANING SCHEDULE

Facility: Public Transportation - Maintenance Building

473 E Washington Street

Daily M-F

Area/Item	Work Description	Frequency						
		Daily	Twice Weekly	Weekly	Monthly	Quarterly	Semi-annual	Annual
Hard	Remove scuff, heel and other visible marks			X				
Carpet	Vacuum	NONE						
Windows and Miscellaneous								
Interior windows and windows in doors and partitions (blinds & sills*)	Clean			x*			x	
Exterior windows	Clean						x	
Drinking fountains	Clean and sanitize	x						
Check for cobwebs	Clean			X				
Stairwells	Swept, mopped or vacuumed			X				
Light fixtures	Change bulbs	In House						



ATTACHMENT G. FEDERAL TRANSPORTATION ADMINISTRATION (FTA) CLAUSES

FTA Contract Clause Requirements (1-16) [Special Terms]

Third party contract clauses are required for this contract per FTA Circular 4220.1F, 11/01/2008, Revised, 04/14/2009. Signature of the cover page verifies bidders have read and will comply with the required federal clauses identified below. Federal Clauses take precedence over City of Harrisonburg General Terms and Conditions.

1. No Federal Government obligations to third-parties by use of a disclaimer
2. Program fraud and false or fraudulent statements and related acts
3. Access to records
4. Federal changes
5. Civil Rights (EEO, Title VI, & ADA)
6. Disadvantaged Business Enterprises (DBE)
7. Incorporation of FTA Terms
8. Termination Provisions
9. Suspension and Debarment
10. Energy Conservation
11. Clean Air
12. Clean Water Requirements
13. Fly America
14. Privacy Act
15. Breaches and Dispute Resolution
16. Lobbying

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case

Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FEDERAL CHANGES

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Harrisonburg deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Harrisonburg. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City of Harrisonburg, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Harrisonburg.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1F](#)

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in

this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Harrisonburg requests which would cause the City of Harrisonburg to be in violation of the FTA terms and conditions.

8. TERMINATION

49 U.S.C.Part 18
[FTA Circular 4220.1F](#)

Termination for Convenience (General Provision) The City of Harrisonburg may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Harrisonburg to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Harrisonburg, the Contractor will account for the same, and dispose of it in the manner the City of Harrisonburg directs.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Harrisonburg may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Harrisonburg that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Harrisonburg, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) The City of Harrisonburg in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Harrisonburg's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City of Harrisonburg setting forth the nature of said breach or default, the City of Harrisonburg shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Harrisonburg from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that the City of Harrisonburg elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Harrisonburg shall not limit the City of Harrisonburg's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Harrisonburg may terminate this contract for default. The City of Harrisonburg shall terminate by delivering to the Contractor a Notice of Termination

specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

9. SUSPENSION AND DEBARMENT

49 CFR Part 29
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Harrisonburg. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Harrisonburg, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. ENERGY CONSERVATION

42 U.S.C. 6321 et seq.
49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation

to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. FLY AMERICA

49 U.S.C. 40118
41 CFR Part 301-10

The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. PRIVACY ACT

5 U.S.C. 552

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

15. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Harrisonburg's attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the attorney. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by HDPT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between HDPT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which HDPT is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by HDPT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

16. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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

LOBBYING
31 U.S.C. 1352 49 CFR Part 19 49 CFR Part 20

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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

Minority Status of Business Ownership

Bidders List Information

The City of Harrisonburg Department of Public Transportation must maintain a Bidders List with information about the minority status of firms bidding on/receiving contracts/purchases with the City. Please identify your business below, and then complete the Bidders List minority status and income information about your business, by checking on the applicable line. Information provided will be confidential, and will be used only by the City of Harrisonburg to maintain bidders' records as required per 49 CFR Part 26.11.

Name of Business: _____

City/State of Business Location: _____

Type of Business: _____

Age of Business (years), Since Establishment: _____

1. Business Owned (51% or more) by a minority? ____ Yes ____ No

(Minorities include: Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the Small Business Administration.)

2. Is business certified as a Disadvantaged Business Enterprise? ____ Yes ____ No

If yes, when was the business certified, and by which agency? _____

Annual Gross Income of Business

____ Less than \$500,000

____ \$500,000 to \$1 million

____ \$1 million to \$2 million

____ \$2 million to \$5 million

____ \$5 million to \$10 million

____ \$10 million to \$15 million

____ \$15 million to \$19.5 million

____ \$19.5 million or above

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



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: Administrative Building, 475 E. Washington St., Harrisonburg, VA 22802	Times Performed Per Year	Annual Cost Per Task Listed	Location: Maintenance Building, 473 E. Washington St., Harrisonburg, VA 22802	Times Performed Per Year	Annual Cost Per Task Listed
Monthly Task Total Cost ♦	\$	12	\$	\$	12	\$
Semi-Annual Cost: Strip, refinish & machine polish hard floors interior	\$	2	\$	\$	2	\$
Semi-Annual Cost: Interior Windows and windows in doors and partitions, as well as blinds cleaning	\$	2	\$	\$	2	\$
Semi-Annual Cost: Exterior windows cleaning	\$	2	\$	\$	2	\$
Estimated Number of Hours Per Visit		N/A	N/A		N/A	N/A
Dedicated # of Employees		N/A	N/A		N/A	N/A
	Total Annual Cost for Administrative Building:		\$	Total Annual Cost for Maintenance Building:		\$

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

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

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.***