

**INVITATION FOR BID**

**IFB Number:** 2019JanitorialSvcsHairston  
**Issue Date:** June 23, 2019  
**Title:** **JANITORIAL SERVICES FOR 245 HAIRSTON**  
**Issuing Agency:** Danville-Pittsylvania Community Services (DPCS)  
245 Hairston Street, Danville, Virginia 24540  
**Period of Contract:** September 1, 2019 through August 31, 2020; with four (4) one  
year renewal options  
**Worksite:** 245 Hairston Street, Danville, Virginia 24540

Direct all inquiries for information to Kim Wiles, Human Resources Generalist,  
[kwiles@dpcs.org](mailto:kwiles@dpcs.org) or 434-799-0456 extension 3092 by Friday, July 19. **Unauthorized contact  
with other DPCS staff regarding this IFB may result in disqualification of the Offeror.**

Bids must be mailed or hand delivered directly to Danville-Pittsylvania Community Services at  
the following address:

*Danville-Pittsylvania Community Services (West Wing Receptionist Area)  
Attn: Mary Beth Clement, Director of Finance  
245 Hairston Street, Danville, Virginia 24540.*

Sealed bids for furnishing the services described herein will be received until 2:00 p.m. local  
time on July 23, 2019. **One (1) original, including all thirty-two (32) pages must reach the  
above address by the deadline stated.** A public opening of the bids will be held on July 23,  
2019 at 2:00 pm in the Bellevue Room.

A Pre-bid meeting will be held on July 9, 2019 at 2:00 pm in the Bellevue Room at 245 Hairston  
Street, Danville, Virginia followed by escorted tours of the facility. **Attendance at the pre-bid  
meeting is required to submit a bid.**

Signed Bid:

In compliance with this Bid and to all the conditions imposed herein, the undersigned offers and  
agrees to furnish the services in accordance with the attached bid or as mutually agreed upon by  
subsequent negotiation.

Name and Address of Bidder:

\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_  
\_\_\_\_\_  
FEIN/SSN#: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Signature:** \_\_\_\_\_

(Signature in ink)

**This cover page must be returned with a copy of the Invitation For Bid, Attachment A, Attachment  
B, Attachment C, Attachment D and Attachment E which consists of thirty-two pages.**

## INVITATION FOR BID (IFB)

### JANITORIAL SERVICES FOR 245 HAIRSTON STREET

Issue Date: June 23, 2019

#### I. PURPOSE AND INTRODUCTION

The purpose of this Invitation for Bid is to solicit bids for the purpose of entering into a contract for janitorial services for the following Property:

- 1) 245 Hairston Street, Danville, Virginia 24540

##### A. BUILDING SIZE

The building located at 245 Hairston Street is approximately 51,000 square feet and consists of four wings. The building provides offices for Behavioral Health, Intellectual Disability, Prevention, Compliance/IT and Administrative Services. Health Care services are performed in the Behavioral Health portion of the building. Bidders are responsible for making their own measurements or other determination of the area and level of effort required to provide the specified service for each wing.

##### B. NONPERFORMANCE

DPCS reserves the right to terminate the contract for nonperformance if service is deemed unacceptable or not in accordance with the specifications. The date of termination shall be stated in a written notice to the Contractor. DPCS shall be the sole judge of nonperformance under the contract.

##### C. CHANGE IN SCOPE OF WORK

DPCS reserves the right to change the scope of work as follows:

1. If changes in the cleaning program are desired by DPCS, DPCS shall negotiate with the Contractor for an adjusted price. If negotiations fail, DPCS reserves the right to rebid the facility under revised specifications.
2. If other DPCS facilities require janitorial services during the term of this contract, DPCS reserves the right to either bid its requirements for the added facilities separately or to negotiate with the Contractor for these services, using the contract pricing as a reference for negotiations. DPCS shall select the option which is deemed to be in its best interest.

#### II. PERIOD OF CONTRACT

The period of the contract for services will be September 1, 2019 thru August 31, 2020 with the potential for four (4) successive one-year periods, as agreed to by both parties and as specified at the rates bid in Attachment A Bid Form for each subsequent year.

### III. SCOPE OF SERVICES

#### A. Requirements:

1. The Contractor shall furnish all labor, supervision, equipment, materials, and supplies (including trash bags), except all restroom dispensers, light bulbs and fluorescent tubes, necessary to perform janitorial services. DPCS shall furnish all paper towels, toilet paper, toilet seat covers and liquid soap.

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

2. The Contractor shall clean the facilities between 5:00 p.m. and 6:00 a.m., unless stated otherwise herein in other sections of this specification, Monday through Thursday except on DPCS observed holidays. Cleaning hours will need to be adjusted for Agency evening hours, Board Meetings and special evening meetings. Contractor will be notified in advance where possible of scheduled evening events. The cleaning for Friday evening is limited to arriving after 7 p.m., turning off all lights, exhaust fans and coffee pots, and setting alarm. The cleaning for the weekend may take place any time prior to Monday at 6:00 a.m.

3. **A listing of hours, tasks and frequencies is included in Section IV, SPECIFICATIONS AND PERFORMANCE STANDARDS. The Bidder awarded the contract shall perform the tasks for each area and item at the frequencies specified.**

4. Contractor's Personnel:

- a. General Requirements:

- 1) The Contractor shall screen and employ only qualified personnel who are skilled in the performance of their duties and acceptable to DPCS. Minimum personnel qualifications are as follows:

Contract Manager - Three years of experience

Contract Supervisor - Eighteen months experience

- 2) The Contractor agrees to have its employees follow all security procedures requested by DPCS.
- 3) The Contractor shall notify DPCS's Project Manager, either by phone or in writing, when a change in management or supervisory personnel is to occur.
- 4) The Contract Manager shall be responsible for all keys assigned to unlock spaces, all security badges for entrance into each wing, and for the security of the building. If the Contract Manager or any of the Contractor's employees lose any keys, the Contractor shall be liable for the total cost of re-keying the entire area of the Facility affected.
- 5) The Contract Manager shall be responsible for the conduct and performance of the Contractor's employees, and compliance with DPCS rules:
  - a) Contractor's employees appearing to be under the influence of alcohol or drugs, as determined by DPCS's Project Manager, shall not be permitted in any facility;

- b) No loud or boisterous conduct will be permitted;
- c) Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets at any time;
- d) Contractor's employees shall not use or tamper with office machines, equipment, computers or DPCS employees' personal property at any time;
- e) Contractor's employees, other than the manager or supervisor when on DPCS business, shall not use DPCS's business telephones at any time; and
- f) The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized working employee of the Contractor.

b. Contract Supervisor:

- 1) The Contractor shall assign at least one (1) qualified supervisor (Contract Supervisor) to physically supervise the Contractor's employees daily. The Contractor's supervisor(s) shall report directly to Contractor's Contract Manager for communication and coordination of the janitorial functions and to ensure adherence to the cleaning schedules.
- 2) The Contract Supervisor shall report any adverse conditions (leaky faucets, stopped toilets and drains, broken fixtures, etc.), as well as any unusual happenings in the building, to the DPCS Project Manager.

c. Training:

The Contractor shall be responsible for all training, specialty (healthcare) and routine, of its employees. It is the Contractor's responsibility to train its employees on any training necessary, including training necessary to meet OSHA, HIPPA and Federal Regulations.

- d. DPCS reserves the right to require the removal of any employee of the Contractor from the building at any time who is in the opinion of DPCS incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment is contrary to consistent good relations with DPCS or the general public. The Contractor's representative who has supervisory authority over the employee in question shall remove the employee from the Facility premises at the direction of DPCS.

5. Equipment:

All necessary cleaning equipment including, but not limited to, power driven floor scrubbing machines, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, etc. needed for the performance of the work of this Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the buildings or its contents.

6. Supplies:

The Contractor shall furnish all supplies necessary for the work of this Contract. These supplies shall include, but are not limited to, the following:

- 1) Wax: such as Johnson's Floor Finish (25% solid) or equivalent.
- 2) Amphyol Spray disinfectant.
  - a. Labeling of Supplies/Chemicals: The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.
  - b. Slip Resistance: The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.
  - c. Germicidal Properties: The Contractor shall not use a germicidal disinfectant that does not bear the Environmental Protection Agency (EPA) Registration Number.

B. Special Requirements:

1. Inclement Weather:

The Contractor shall make every reasonable effort to provide custodial services regardless of snow or other inclement weather. In the event DPCS closes the Facility to the public due to snow or other inclement weather for an entire day, the Contractor shall be relieved of its responsibility for cleaning the Facility during the period of time the Facility is closed. However, the Contractor shall provide services the next day that the Facility is open, and if the closing occurs on a Friday or a day preceding a holiday, the Contractor shall provide services over the weekend or holiday. Any such services shall be provided at no additional cost to DPCS.

2. Special or Emergency Cleaning and Sidewalk Clearing:

When the Contractor is directed by DPCS's Project Manager to clean an area for a special occasion, or an emergency situation, the Contractor shall furnish all labor and supervision, as required, to fulfill the order. The Contractor will be paid for special or emergency cleaning services based on a pre-negotiated rate (see Attachment A Bid Form).

3. Contractor's Plan of Operation:

The Contractor shall submit to DPCS's Project Manager a complete plan of its operations. This plan shall include the following:

**Schedule of Work**: The Contractor will provide a detailed work plan. The plan will be required within fifteen (15) days of Contract award. Submission shall be made to DPCS's Project Manager.

#### **IV. SPECIFICATION OF SERVICES AND PERFORMANCE STANDARDS:**

##### **A. Paper and Trash Collection**

All trash and paper shall be removed and deposited in the dumpster.

###### **1) Receptacle Emptying and Cleaning**

All trash receptacles shall be emptied inside and outside the building, including at the bus stop. Trash bags containing shall not be placed directly on the carpet. All receptacles shall be relined with clean plastic liners.

###### **2) Miscellaneous Trash and Paper Collection**

All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster. Any questionable item shall be verified as intended for disposal before it can be disposed.

###### **3) Receptacle Cleaning and Disinfecting**

Trash receptacles shall be thoroughly cleaned and disinfected, such cleaning to include any rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust.

##### **B. Restroom Cleaning and Servicing**

Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors.

###### **1) Fixture Cleaning and Disinfecting**

Fixtures including toilet bowls, hand basins and urinals shall be cleaned. Special care shall be paid to floor and wall mounting brackets and sealants so as not allow accumulations of dirt, urine and other soils. Special care to not use any chemicals that may cause discoloration to the wallpaper.

###### **2) Stall Partition Cleaning**

Stall partitions and partitions between urinals shall be cleaned.

###### **3) Mirror and Chrome Cleaning**

Mirrors, chrome and other metal trim shall be cleaned and polished. Included shall be metal supply dispensers, metal door pushes, metal light switches. Abrasive cleaners shall not be used.

###### **4) Tile De-scaling**

Tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc.

###### **5) Grout Cleaning**

Grouting and sealants shall be cleaned with an appropriate chemical cleaning agent. Care shall be exercised to prevent damage to tile and any loose or broken grouting shall be reported to DPCS Project Manager.

### C. Floor Maintenance

1) Sweeping/Dust Mopping

Floors shall be swept or dust mopped to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished floors.

2) Removing Gum/Tar Etc.

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

3) Spot Mopping

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

4) Mopping

Floors shall be damp or wet mopped using fresh water each time and changing mop heads as necessary to avoid odor to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains.

5) Spray Buffing

This procedure shall be employed to ensure a high gloss, non-slippery finish on all floors, to repair and refinish worn areas of finish and to remove heel and scuff marks. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishings, with the floor machine, replace all furniture.

6) Stripping and Refinishing

This procedure shall be employed to remove accumulations of dirt, finish, discolorations, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced to proper position when work is completed. Also, floors shall be re-waxed with a sealer and some coats of slip-resisting floor finish. Floors must be clean and free from scuff marks, stains, rust, dirt, gum, tar, old finish, etc. before finish is applied. Coats shall be applied with adequate time for drying allowed between coats.

7) Restroom and Utility Room Floor Drains

Floor drains shall be flushed with clean water.

### D. Carpet Care

Carpets shall be vacuumed, spot cleaned, and shampooed to remove accumulations of dust, dirt,

stains, and soil.

1) Vacuuming

Carpets shall be vacuumed using a HEPA filtered vacuum. Close attention shall be paid to corners, edges, and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed and any furniture moved and replaced.

2) Spot Cleaning

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

3) Shampooing

This procedure shall be employed to ensure a clean and uniform appearance and to prolong the life of the carpeting. This complete carpet cleaning involves the use of one of several proven carpet cleaning techniques (rotary brush extraction, dry extraction, steam extraction, etc.) to thoroughly clean carpet. The choice of which technique to use is the prerogative of the Contractor. Care must be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed.

4) Pile Lifting

A pile lifter must be used on all carpeted areas in accordance with carpet manufacturer's instructions.

E. Horizontal Surface Cleaning

Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of ladder (below 72") that comprise the furnishings and structures of the facility including but not limited to office furniture (desks, chairs, tables, file cabinets), counter tops, ledges, rails, display cases and the tops of those cases, typewriters, telephones, etc.

1) Spot Cleaning

This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be a matter of good housekeeping practice, on a continuing basis.

2) Dusting

Dusting shall be a matter of good housekeeping practice, on a continuing basis. Care shall be exercised to avoid damaging painted or wooden surfaces and "lightening" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use.

Appropriate cleaning agents, polishes, cloths, etc shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum.



3) Damp Wiping

Damp wiping or washing to horizontal surfaces shall be accomplished using appropriate cleaning agents according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces.

F. Vertical Surface Cleaning

Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below 72") that comprise the furnishings and structure of the facility and shall include but not be limited to walls, doors, gates, baseboards, table and desk legs and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, tops of cabinets, bookcases, etc.

1) Spot Cleaning

This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be a matter of good housekeeping practice, on a continuing basis.

2) Dusting

Dusting shall be a matter of good housekeeping practice, on a continuing basis. Care shall be exercised to avoid damaging painted or wooden surfaces and "lightening" of the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use.

Appropriate cleaning agents, polishes, cloths, etc shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum.

3) Damp Wiping

Damp wiping or washing to horizontal surfaces shall be accomplished using appropriate cleaning agents according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces.

4) Wall Scrubbing

This procedure shall be accomplished using the appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls.

5) Baseboard Cleaning

Baseboards shall be cleaned and after all stripping, scrubbing, and refinishing procedures as necessary.

G. Drinking Fountain Cleaning and Disinfecting

Drinking fountains shall be cleaned. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry and polished. All trash and debris (gum

and food wrappers, etc.) shall be removed. Plumbing problems shall be reported to the Project Manager for corrective action.

H. High Dusting/Cleaning

High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of ladder (above 72") which comprise the structure and furnishing of the facility and shall include but are not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, etc.

1) Cleaning vents, Grills, Etc.

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

2) Cleaning Light Filter

Removable light filters (egg crates, diffusers, etc.) shall be taken down, cleaned, and replaced using appropriate cleaning agents care shall be taken to prevent cracking or breaking these somewhat delicate structures.

I. Cleaning Venetian Blinds

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

J. Stairway Cleaning

Stairways shall be cleaned.

1) Riser and Threshold Cleaning

Risers and thresholds shall be cleaned. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas.

2) Hand Rail Cleaning

Hand rails of stairways shall be cleaned by dusting and/or damp wiping with appropriate cleaning agents.

K. Outside Cleaning

Entire grounds covering parking areas, access roads, lawns, flower and shrub beds shall be cleaned.

1) Paper and Trash Collection

All trash and paper shall be removed and deposited in the dumpster.

2) Sweeping

Entrance ways and sidewalks swept to present a clean and orderly appearance at all times.

3) Policing

Entire grounds covering parking areas, access roads, lawns, flower and shrub beds shall be policed to present a tidy appearance at all times free of litter, cigarette butts, trash, debris and other unsightly omissions.

4) Bus Shelter

The walls to the bus shelter shall be washed and trash emptied.

L. Window and Glass Cleaning

Windows and glass shall be cleaned. Cleaning solution used must not be harmful to metal trim, rubber gaskets, or putty holding glass in place. All spills, splashes and drips shall be wiped clean and dry from surrounding walls, floors, and furnishings. All cleaning must be done in compliance with safety and other local laws and regulations.

1) Interior Window Cleaning

Interior entrance windows shall be cleaned on the inside.

2) Doors, Partitions and Display Case Cleaning

All glass doors, partitions, and display cases shall be cleaned. Metal trim shall be included in the cleaning process.

M. Utility Work

This category of job specification refers to those chores that are deemed necessary to be performed from time to time when the need arises for them to be performed.

1) Emergency Custodial Services

Emergency services may include but are not limited to cleaning up spills, leaks, floods, sickness, blood, animal wastes, breakage, etc. In the event an emergency situation is of such magnitude that regularly scheduled tasks cannot be accomplished, DPCS Project Manager shall be so informed.

2) Special Jobs

Special cleaning for special functions or cleaning of an area after repairs or refurbishing.

**SERVICE FREQUENCIES:**

**SERVICES PERFORMED-DAILY**

1. Clean bright metal fixtures, handrails and/or surfaces with a damp cloth.
2. Remove trash from receptacles to trash dumpster and replace liners in receptacles.
3. Tile floors will be swept, damp mopped and burnished
4. **Corridor carpets vacuumed, spot cleaned with spot or stain remover.**
5. Wash all entrance doors, glass doors and glass walls.
6. All surfaces of furniture and panels including glass table tops, picture frames,

office equipment, window sills, door panels and any other surfaces within 72 inches height from floor will be dusted, using commonly practiced methods within the cleaning service industry.

7. Outside trash receptacles emptied, wiped clean inside and outside, trash removed to dumpster. Including trash receptacle at the bus stop.
8. Rearrange furniture.
9. Pick-up trash around building and the parking lot area.
10. Remove bugs from fluorescent light fixture covers.
11. Clean and polish bright metal fixtures, handrails and/or surfaces with a damp cloth.
12. Clean and disinfect water fountains.
13. Clean and mop any spills as they occur.
14. Spot clean partition glass.
15. Spot clean corridor walls and both sides of doors.
16. Dust furnishings, low ledges, rails, molding and vents.
17. Custodian's equipment/supply closet will be kept neat and clean.
18. Scrub scuff marks off of baseboards.
19. All trash receptacles are to be emptied and trash removed from restrooms.
20. In restrooms, wash all trash receptacles, including sanitary napkin disposal receptacles, with a germicidal disinfectant.
21. Wash basins and vanity areas, using a germicidal disinfectant. This will include the underside of basins and pipe fixtures.
22. Mirrors will be washed.
23. Damp mop tile floors in restrooms using a disinfectant soap. Floors under and around commodes, vanities and all corners are to be cleaned.
24. Replenish hand soap, paper towels, toilet seat covers, and tissue.
25. Clean and wipe all commodes and urinals with a disinfectant soap inside and outside. Spot clean walls, wipe all partitions, ledges, sills, rails, vents, doors (both sides) with damp cloth.

26. Tables, desk tops, chair legs, and other furniture wiped clean with damp cloth in conference rooms.
27. In conference rooms the carpet and fabric furniture vacuumed; carpet spot cleaned with spot or stain remover; and furniture spot cleaned with a mild solution of shampoo and water.
28. In conference rooms restore furniture to its original location.
29. Clean glass tabletops.
30. All tile floors will be swept, dust mopped and damp mopped.
31. Counters and/or table areas will be wiped down in all galleys and kitchen.
32. Dishwashers shall be unloaded putting dishes in cabinets, loaded and turned on.
33. Sink shall be cleaned in galleys and kitchen.
34. Clean microwave and toaster Oven.
35. The walls to the bus shelter shall be washed and trash emptied.
36. Clean coffee pots and dump old coffee grounds from the coffee machine.

#### **SERVICES PERFORMED-WEEKLY**

1. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted.
2. Clean metal chair frames in conference rooms.
3. All surfaces 72 inches in height (high dusting) from floor will be dusted, using commonly practiced methods within the cleaning service industry, weekly.
4. Spot clean stains on cloth chairs.
5. In restrooms wash walls with a disinfectant soap, including partitioning.
6. In restrooms and the kitchen, wash floor drains.
7. Scrub area under all commodes and bottom of walls with a deck brush.
8. All tile floors are dust mopped, damp mopped and buffed three (3) times per week.
9. All tile floors will be burnished.
10. In galleys and kitchen areas the trash receptacles wiped clean inside and outside.
11. Office carpets vacuumed and spot cleaned with spot or stain remover.

12. Office door frames, window frames, diffusers, and return vents dusted.
13. Office walls, high ledges, sills, rails, metal trim, molding and ceiling vents dusted.
14. Wooden desks, tables and consoles are to be cleaned and polished.
15. All surfaces of furniture, picture frames, office equipment, window sills, door panels, and any other surfaces up to and including 72 inches in height (high dusting) from floor will be dusted, using commonly practiced methods within the cleaning service industry.
16. Remove bugs from fluorescent light fixture covers in offices.
17. Clean the fingerprint area of the time clocks in each wing with an alcohol pad.

### **SERVICES PERFORMED-MONTHLY**

1. Dust and wash the light fixtures.
2. Walls, high ledges, sills, rails, metal trim, molding, and ceiling vents dusted washed.
3. Special instructions to be performed the night before each Board Meeting:
  - a. Clean blue chairs and straighten them around table.
  - b. Inspect brown chairs for cleaning and alternating with and without arms.
  - c. Vacuum.
  - d. Empty trash.
  - e. Wash top and sides of all tables.
  - f. Line table up with visual board.
  - g. Make sure all light bulbs are working.
  - h. Make sure kitchen is clean (counter tops, dishes, floor, etc.)
  - i. Make sure paper towels are in dispenser.
  - j. Lock doors to Board Room.
  - k. On Saturday after the Board meeting, throw away all perishable foods in refrigerator in the Betty Whitehead Boardroom galley.
4. Clean out refrigerators (monthly schedule provided).
5. Glass partitions, corridor walls, transom glass, interior partitions, including interior movable office partitions and molding are to be washed.
6. Wipe down all doors with Wax Free Furniture polish if needed.

### **SERVICES PERFORMED-QUARTERLY**

1. All carpets extracted. (**NOTE:** All doors and baseboards must be washed and polished after carpet is extracted.)
2. Use "Pile Lifter" on all carpeted areas.

### **SERVICES PERFORMED-SEMI-ANNUALLY**

1. All tile floors stripped and refinished.
2. Wash and polish fire extinguishers and other bright metal.
3. Wash interior and exterior office windows.

### **SERVICES PERFORMED-ANNUALLY**

1. Flip the glass over for all conference tables and clean.

## **V. PAYMENT**

Payment shall be monthly in arrears, each month's payment being 1/12th of the annual rate bid subject to any adjustments allowed by this specification. DPCS reserves the right to reduce the monthly payment for unsatisfactory performance/nonperformance. DPCS may inspect at any time for compliance with the terms of the Contract. The Contractor shall receive written notice of deficiencies by copy of the inspection reports, or validated complaint letters:

- A. Prior to charging liquidated damages/deductions;
- B. Whenever nonperformance/unsatisfactory services are performed. The Contractor shall be conclusively presumed to have actual knowledge of work not performed and that notices shall not be a prerequisite for withholding payment for non-performed and unsatisfactory services.
- C. When the Contractor's performance is unsatisfactory or deductions are to be charged, a Discrepancy Report shall be initiated by DPCS's Project Manager. The Contractor shall reply, in legible writing, within 24 hours explaining:
  - 1) the reasons for the unsatisfactory performance;
  - 2) the corrective action(s) to be taken;
  - 3) procedures to be implemented to prevent a recurrence.
- D. During the first three (3) months of the Contract, The Contractor shall meet with DPCS Project Manager as necessary for the purpose of discussing performance. The meetings shall be documented. It is the responsibility of the Contractor to state in writing any disagreement.
- E. After the first three (3) months of the Contract, the Contractor shall meet with DPCS Project Manager for the purpose of discussing performance as requested by either party.

## **VI. QUALIFICATIONS OF BIDDER**

- A. The potential bidder must present evidence of reliability and references as requested in Attachment B (Bidder Information).

- B. The potential bidder must present verification that they are licensed to perform the service as provided in the applicable laws of the Commonwealth of Virginia. The bidder should provide a copy of the business license.
- C. The potential bidder must present verification that adequate supervision will be provided at all times when completing Attachment B (Bidder Information).

D. **Experience**

Bidders shall submit evidence of experience for both the company and its staff, as required below. Such information shall clearly identify the experience and qualifications in performing the type of work covered by this solicitation. All information provided shall include a description of the project(s) identified, the name and telephone number of a responsible contact person who can verify the information provided, and the identification of the employer(s) for each identified project.

1. **Company Experience:**

Bidder shall have a minimum of five (5) years experience in providing contracted janitorial services; be currently providing janitorial services for facilities of similar size and type. The Bidder must have a minimum of three (3) years prior and present experience in cleaning healthcare clinics. The Bidder must be familiar with all OSHA Healthcare Regulations, and preferably be a member of the American Society for Healthcare Environmental Services or the American Hospital Association. References shall be provided by the Bidder for current contracts of similar size and type to DPCS's contract.

2. **Principal Staff Experience:**

Bidder shall detail the experience and training of proposed principal staff, as follows:

- a. **Contract Manager** - The Contract Manager shall be a current employee (or Owner) of the Bidder; shall be a qualified employee, skilled in the performance of their duties; and shall have a minimum of three (3) years experience managing or supervising similar size account(s) to include a minimum of eighteen months in managing the cleaning of healthcare clinics.
- b. **Supervisor** - The Supervisor shall be a current employee of the Bidder; shall be a qualified employee, skilled in the performance of their duties; and shall have a minimum of eighteen (18) months experience in supervising similar size account(s).

## **VII. EVALUATION AND AWARD OF CONTRACTS**

- A. Bidders shall submit pages 1-32 of this Bid Form including Attachments A,B,C,D and E in one **sealed** envelope, clearly identifying the contents on the outside of the envelope as "**JANITORIAL SERVICES FOR 245 HAIRSTON STREET, IFB# 2019JanitorialSvcsHairston.**"
- B. Qualification Requirements are set forth in Section VI. Award will be made based on qualifications, experience and price. Bid shall be awarded to the lowest responsive and responsible bidder.



- C. The award notification will be posted on the procurement page of the DPCS website at <http://www.dpcs.org> .
- D. DPCS reserves the right to request additional information from any Bidder that DPCS considers necessary to make an informed decision about its qualifications. However, DPCS may make its decision without further contact with the Bidder. Therefore, the bidder must submit with its Bid all information requested in enough detail to clearly demonstrate its qualifications.

## **VIII. GENERAL TERMS AND CONDITIONS**

### **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

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, age, sexual orientation, or national origin, except where religion, sex, or national origin 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 the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **INDEMNIFICATION**

The Contractor covenants to save, defend, hold harmless, and indemnify DPCS, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

### **FAILURE TO DELIVER**

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, DPCS, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by DPCS. This remedy shall be in addition to any other remedies which DPCS may have.

## ETHICS IN PUBLIC CONTRACTING

The Contract incorporates any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.

## LIABILITY

Neither the Contractor nor DPCS will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor or DPCS, that make performance impossible or illegal, unless otherwise specified in the contract.

## ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of DPCS.

## APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Danville, Virginia or as otherwise required by law. The Contractor shall comply with applicable federal, state, and local laws and regulations.

## IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

## ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to DPCS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the goods or services purchased or acquired by DPCS under said contract.

## NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS

DPCS does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

## SMALL, WOMEN-OWNED AND MINORITY-OWNED (SWAM) BUSINESSES

DPCS welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions. DPCS actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on DPCS's Internet site at:

<http://www.dpcs.org/RFP.htm>

## DRUG-FREE WORKPLACE AND TOBACCO-FREE CAMPUS

During the performance of this Contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) 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, as well as use of tobacco products is prohibited in the Contractor's/DPCS's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) 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 (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace and tobacco-free campus" means a site for the performance of work in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana or use of tobacco products while on the property during the performance of the contract.

#### TOBACCO-FREE REQUIREMENT

DPCS has a tobacco-free policy on all properties. Therefore, the use or display of tobacco products by the Contractor, Contractor's employees, its suppliers and/or subcontractors on DPCS property is strictly prohibited at all times, including days and/or hours when DPCS is not in session. This includes, but is not limited to, outdoor areas of DPCS properties and personal or business vehicles present on DPCS property.

"Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

"DPCS property" includes land, buildings, facilities, and vehicles owned or rented by DPCS. DPCS property includes parking lots, grass near road, and bus stop.

#### TAXES

1. The Contractor shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between DPCS and the Contractor, as the taxes shall be an obligation of the Contractor and not of DPCS, and DPCS shall be held harmless for same by the Contractor.
2. DPCS is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

#### AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

1. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. A Contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment D) Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Bidder is not required to be so authorized.
3. A Contractor described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Director of Finance, his/her designee, or DPCS Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Contractor pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

#### RELATION TO DPCS

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of DPCS. DPCS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. DPCS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, DPCS will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by DPCS for its employees.

#### ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

#### PATENTS AND ROYALTIES

The Contractor covenants to save, defend, hold harmless, and indemnify DPCS, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by DPCS. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

#### CONTRACT DOCUMENTS

The Contract Documents consist of the response of the Contractor and this solicitation. The Contract Documents set forth the entire agreement between DPCS and the Contractor. DPCS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to the agreement are expressly contained herein.

### PROJECT MANAGER

The performance of the Contractor is subject to the review and approval of DPCS Project Manager who shall be appointed by the Director of the agency requesting the work under this solicitation. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under this Agreement.

### PROJECT STAFF

DPCS will, throughout the life of this Agreement, have the right of reasonable rejection and approval of staff assigned to the project by the Contractor. If DPCS reasonably rejects staff, the Contractor must provide replacement staff satisfactory to DPCS in a timely manner and at no additional cost to DPCS. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

### SUBCONTRACTORS

1. No portion of the work shall be subcontracted without prior written consent of DPCS. In the event that the Contractor desires to subcontract some part of the work specified in the Contract, the Contractor shall furnish DPCS the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract. DPCS will, throughout the life of this Agreement, have the right of reasonable rejection and approval of sub-contractors assigned to the project by the Contractor.

2. DPCS encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Supplier Relations Coordinator (804-501-5689) or the Virginia Department of Minority Business Enterprises: <http://www.dmb.e.virginia.gov/>

### SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under the contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

### SAFETY

The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry. The Contractor shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to DPCS Project Manager at least one on-site person who is the Contractor's competent, qualified, or authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified or authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

### NONAPPROPRIATION

All funds for payments by DPCS under this Contract are subject to the availability of an annual appropriation for this purpose by DPCS Board of Directors. In the event of no appropriation of funds by the DPCS Board of Directors or the Commonwealth of Virginia for the goods or services provided under the Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, DPCS will terminate the Contract, without termination charge or other liability of DPCS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuance of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and DPCS Board of Directors shall not be obligated under this Contract beyond the date of termination.

### WORK SITE DAMAGES

Any damage to finished surfaces resulting from work performed under this Contract shall be repaired to DPCS's satisfaction at the Contractor's expense.

### PAYMENT TERMS

Unless otherwise indicated in the Contractor's response, payment terms will be recorded by DPCS as Net 30 days. Contractor will be required to submit an IRS Form W-9, Request for Taxpayer Identification Number and Certification prior to payment. DPCS will pay the Contractor within 30 days after the date of receipt of a correct (as determined by the Project Manager) invoice approved by the Project Manager describing completed work reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by DPCS for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms.

### OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration (O.S.H.A.) requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

### CONFIDENTIALITY

The Contractor assures that information and data obtained during the performance of this agreement, to include personal facts and circumstances related to patients or clients, shall be considered confidential, during and following the term of this agreement, and will not be divulged without the written consent of Danville-Pittsylvania Community Services (DPCS) and then only in strict accordance with prevailing laws. The contractor shall hold all information provided by DPCS as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be provided to DPCS in hardcopy and/or electronic form. Except where laws allows, the Contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the Contractor.

## TERMINATION FOR DEFAULT

The contract will remain in force for the full period specified and until DPCS determines that all requirements and conditions have been satisfactorily met and DPCS has accepted the work, and thereafter until the Contractor has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods. However, DPCS will have the right to terminate the contract sooner if the Contractor has failed to perform satisfactorily the work required, as determined by DPCS in its discretion. In the event DPCS decides to terminate the contract for failure to perform satisfactorily, DPCS will give the Contractor at least fifteen days written notice before the termination takes effect. Such fifteen day period will begin upon the mailing of notice by DPCS. If the Contractor fails to cure the default within the fifteen days specified in the notice and the contract is terminated for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for all contract services satisfactorily performed by the Contractor and allocable to the contract and accepted by DPCS prior to such termination. However, an amount equal to all additional costs required to be expended by DPCS to complete the work covered by the contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event DPCS terminates the Contract.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

## TERMINATION FOR THE CONVENIENCE OF DPCS

The performance of work under the contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in DPCS's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to DPCS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

## INSURANCE

Review this section carefully with your insurance agent or broker prior to submitting a bid. See Insurance Checklist, Attachment E, for specific coverages applicable to this contract. The term "Contract," as used in this section, shall mean the Agreement covering the work which is entered into between DPCS and the Contractor.

### 1. General Insurance Requirements:

1.1 The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by DPCS; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to

DPCS of an original, signed certificates of insurance or, alternately, at DPCS's request, certified copies of the required insurance policies.

1.2 The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to DPCS immediately upon request.

1.3 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until 30 days prior written notice has been given to DPCS 245 Hairston Street, Danville, Virginia 24540. "

Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 No acceptance and/or approval of any insurance by DPCS shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 DPCS (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all commercial general liability coverages, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects DPCS, its elected and appointed officials, agents and employees.

1.6 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid form.

1.7 The Contractor covenants to save, defend, hold harmless, and indemnify DPCS, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall continue in full force and effect until the Contractor completes all of the work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by DPCS for which DPCS gives notice to the Contractor after DPCS's final acceptance of the work.

1.8 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by DPCS.



1.9 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, DPCS shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to DPCS for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

1.10 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude DPCS from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.11 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and DPCS. The Contractor shall be as fully responsible to DPCS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.12 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.13 If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to DPCS, may be considered. If DPCS denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.14 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to DPCS. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless DPCS grants specific approval for an exception, in the same manner as described in 1.13 above.

1.15 DPCS may consider deductible amounts as part of its review of the financial stability of the bidder. All deductibles shall be assumed by the Contractor.

## 2. Contractor's Insurance - Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist, Attachment E.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project
- ii. Premises/Operations;
- iii. Actions of Independent Contractors;

iv. Products/Completed Operations to be maintained for two years after completion of the work;

v. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this Contract;

vi. Personal Injury Liability including coverage for offenses related to employment;

vii. Explosion, Collapse, or Underground (XCU) hazards;

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

### 3. Commercial General or other Liability Insurance -- Claims-made Basis:

3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

**ATTACHMENT A- BID FORM**

**DANVILLE-PITTSYLVANIA COMMUNITY SERVICES**

**INVITATION FOR BID**

**JANITORIAL SERVICES FOR  
DANVILLE PITTSYLVANIA COMMUNITY SERVICES (DPCS)  
245 Hairston Street**

Bid#: 2019JanitorialSvcsHairston

*245 Hairston Street, Danville Virginia*

Bid Amount for DPCS (245 Hairston Street)

\$ \_\_\_\_\_ Year 1 (Annual Bid Amount)  
\$ \_\_\_\_\_ Emergency Services Rate Per Hour

\$ \_\_\_\_\_ Year 2 (Annual Bid Amount)  
\$ \_\_\_\_\_ Emergency Services Rate Per Hour

\$ \_\_\_\_\_ Year 3 (Annual Bid Amount)  
\$ \_\_\_\_\_ Emergency Services Rate Per Hour

\$ \_\_\_\_\_ Year 4 (Annual Bid Amount)  
\$ \_\_\_\_\_ Emergency Services Rate Per Hour

\$ \_\_\_\_\_ Year 5 (Annual Bid Amount)  
\$ \_\_\_\_\_ Emergency Services Rate Per Hour

**ATTACHMENT B**

**DANVILLE-PITTSYLVANIA COMMUNITY SERVICES (DPCS)  
INVITATION FOR BID  
JANITORIAL SERVICES FOR 245 HAIRSTON STREET  
DPCS**

Bid#: 2019JanitorialSvcsHairston

1. How long has your organization been in business?
  
2. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to satisfactorily perform requirements of scope of services as identified in this Invitation for Bid, section VI, 'Qualifications of Bidder'.
  
3. Have you personally inspected the proposed work site(s) and have a complete plan for performance of the work?
  
4. Will you subcontract or sublet any part of this work? If so, give details.
  
5. Have you ever failed to complete work awarded to you? If so, where and why?
  
6. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address or place of business.
  - If a corporation, state the name of the President and Secretary.
  - If a partnership, state the names of all the partners.
  - If a trade name, state the name(s) of individual(s) who do business under the trade name.
  
7. Name, address and telephone number of contact person for similar size facility cleaned presently and for past 5 years.

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8. Name, address and telephone number of contact person for health care facility cleaned presently and for past 3 years.

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9. Additional Reference: Name, address and telephone number of contact person.

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**ATTACHMENT C**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)  
REGISTRATION INFORMATION**

**DANVILLE-PITTSYLVANIA COMMUNITY SERVICES**

**INVITATION FOR BID**

**JANITORIAL SERVICES FOR  
DANVILLE PITTSYLVANIA COMMUNITY SERVICES (DPCS)  
245 Hairston Street**

Bid#: 2019JanitorialSvcsHairston

The Bidder: \_\_\_\_\_

- 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 required acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Contractor 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 Contractor's out-of-state location) -OR-
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Contractor'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.

Please check the following box if you have not checked 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 go bids/proposals:

**ATTACHMENT D:**

**DANVILLE-PITTSYLVANIA COMMUNITY SERVICES**

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JANITORIAL SERVICES FOR  
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245 Hairston Street**

Bid#: 2019JanitorialSvcsHairston

**Legal Name of Bidder:** \_\_\_\_\_

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW, per the definitions listed:**

- SMALL BUSINESS**  **WOMEN-OWNED BUSINESS**  **MINORITY-OWNED BUSINESS**  
 **SERVICE DISABLED VETERAN**  **LARGE**  **NONPROFIT**  **NONE OF THE ABOVE**

**DEFINITIONS** - For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Large business"** means any non-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than \$10 million in gross receipts averaged over the previous three years.

**"Nonprofit"** means a corporation or an association that conducts business for the benefit of the general public without

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**INSURANCE CHECKLIST**

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

<b><u>"X"</u> <u>indicates</u> <u>coverage</u></b>	<b><u>COVERAGES REQUIRED</u></b>	<b><u>LIMITS (FIGURES DENOTE MINIMUMS)</u></b>
	<b>Workers' Compensation</b>	<b>Statutory limits of Virginia</b>
	<b>Commercial General Liability</b>	<b>\$1,000,000 Per Occurrence/\$1,000,000 Aggregate</b>
	<b>Automobile Liability</b>	<b>\$500,000</b>
	<b>Completed Operations/Products Liability</b>	<b>\$1,000,000 Per Occurrence/\$1,000,000 Aggregate</b>
	<b>Contractual Liability</b>	<b>\$1,000,000 Per Occurrence/\$1,000,000 Aggregate</b>
	<b>Personal and Advertising Injury Liability</b>	<b>\$1,000,000 Per Occurrence/\$1,000,000 Aggregate</b>
	<b>Dishonesty Bond</b>	<b>\$10,000</b>

- **Carrier Rating shall be Best's Rating of A-or better or its equivalent.**
- **Notice of Cancellation, nonrenewal or material change in coverage shall be provided to DPCS at least 30 days prior to action.**
- **DPCS shall be an Additional Insured on Commercial General Liability coverages.**