



CITY OF SUFFOLK

Finance Department/Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 514-7524

INVITATION FOR BID

TITLE: **Janitorial Services**

ACCEPTANCE DATE: Prior to 3:00 p.m. December 11, 2012 "Local Verizon Time"

IFB NUMBER: **2013-00040-IC**

ACCEPTANCE PLACE: Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

BID OPENING LOCATION: Purchasing Conference Room
441 Market Street

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

Ivy G Crawford, VCA
Buyer I
(757) 514-4015
Email address: icrawford@suffolkva.us

This document can be downloaded from our web site:
www.suffolkva.us/bids/index.jsp

Issue Date: November 15, 2012

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

If you have obtained this bid document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the bidder is not listed as a prospective bidder.

INVITATION FOR BID

Janitorial Services

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BID PRICING FORM AND OTHER FORMS TO BE EXECUTED BY THE BIDDER

Prepared by Ivy G Crawford, VCA

Date: November 15, 2012

Janitorial Services

1.0 PURPOSE

The intent of this Invitation for Bid is to select one or more vendors to provide all labor, equipment, supplies, transportation, materials, etc. required to perform annual **JANITORIAL SERVICES** for the buildings and office locations listed in accordance with all specifications, terms and conditions detailed herein.

2.0 COMPETITION INTENDED

It is the City's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.

3.0 CONTRACT PERIOD

The contract shall cover the period from date of contract through December 31, 2013.

Contract shall continue in force thereafter from year to year, not to exceed an additional four (4) one-year period, unless terminated by either party at the end of the first year or at the end of any subsequent year, by giving the remaining party thirty (30) days prior written notice. *Contract may be extended through **December 31, 2017.***

Initial rates and subsequent renewal rates must be guaranteed for a minimum of twelve (12) months. Any increase in rates shall be limited to the lesser of the Consumer Price Index for all Urban Consumers (CPI-U) – Other Goods and Services (unadjusted for the current 12 month period) or 3%. The City does not guarantee any rate increase.

4.0 SPECIFICATIONS

4.1 Buildings to be covered

Square footage listed below is believed to be accurate; however, it will be the responsibility of the Contractor to determine the exact square footage of each building as it relates to the performance of the job.

The vendors need to be aware of the square footage of the buildings required for cleaning; the percentage of carpet, tile, or terrazzo in all of the buildings is 80 percent carpet and 20 percent tile or terrazzo flooring.

• Godwin Courts Building 150 N. Main Street	3 Stories	91,945 square feet
• Human Resources Building 440 Market Street	3 Stories	40,320 square feet

• Public Utilities Building(s)	1252 & 1258 Holland Road	1 Story	8,413 square feet
• Morgan Memorial Library	443 West Washington Street	1 Story	15,984 square feet
• Assessor's Office	108 Commerce Street	1 Story	4,686 square feet
• North Public Safety Center (Police)	3903 Bridge Road	1 Story	8,967 square feet
• East Washington Street Precinct	230 E Washington St	2 Stories	9,862 square feet
• Workforce Development Center	157 N Main St	1Story(2 nd Floor)	6,137 square feet
• Public Works Mobile Units (8)	866 Carolina Road	1 Story (total for all 8 units)	12,720 square feet
• Police Administration Building	111 Henley Place	1 Story	15,900 square feet
• Kings Fork Public Safety Center	Kings Fork Road	1 Story	8,959 square feet
• N Suffolk Public Library	1000 Bennetts Creek Park Road	1 Story	22,500 square feet
• Health & Human Services Building	134 Hall Avenue	3 Story	57,453 square feet
• Visitor's Center	134 N Main St	2 Story	4,095 square feet

4.2 Bids are to be in substantial accordance with the attached specifications. Bidders should carefully examine the specifications and fully inform themselves as to all conditions and matters that could in any way affect the equipment/materials/service or the cost thereof. Should a bidder find discrepancies in, or omissions from, the specifications or invitation for bids, or should he be in doubt as to their meaning, he should notify the Purchasing Division and obtain clarification prior to submitting any bid.

The right is reserved, as the interest of the City may require, to revise or amend the specifications prior to the date set for opening bids; the opening date may be postponed if deemed necessary by the Purchasing Division. Such revisions and amendments, if any, will be announced by an addendum to the specifications.

Bids to be delivered to:

**City of Suffolk
Purchasing Division OR
Room 105
441 Market Street
Suffolk, VA 23434**

**City of Suffolk
Purchasing Division
P.O. Box 1858
Suffolk, VA 23439**

Bids must be signed, sealed and received by the office of the Purchasing Division prior to the opening time and date specified. Bids by telephone, fax or email will not be accepted. Bids will be publicly opened in the office of the Purchasing Division at the time and date specified.

If the bidder has obtained this document from the City's web site or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting any response to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if bidder is not listed on vendor record for this bid document.

The City reserves the right to reject any and all bids, **to award by location or total**, to waive any technicalities in bids received; to negotiate with the lowest responsible bidder(s) should bids exceed budgeted funds; and to accept the bid which may best serve the interest of the City. Locations may be deleted or added at any time during the contract at the sole discretion of the City.

4.3 Bid Evaluation and Award

If awarded, the bid shall be awarded to the lowest responsive and responsible bidder. In determining the lowest bidder, the following shall be considered:

- a. Bid price on items listed on Bid Form.
- b. Ability, capability, and skill of the bidder to perform the contract within the time frame specified.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. Percentage discounted price from the Catalog Price List will be considered. **"Cost plus a percentage of cost" will not be accepted.**
- e. Bid may be awarded by item, category or in total.

4.4 Supervision of Work

Contractor shall employ a competent superintendent and necessary assistant who shall be in attendance at the project site during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Job superintendent must demonstrate to the City's satisfaction, effective communications skills both written and verbal, to facilitate coordination of the work with City staff and ensure progress of the work in a timely and effective manner.

The site supervisor may oversee more than one building each day and does not have to be at each building all of the work hours but is responsible for coordination and for work performed per the IFB.

4.5 Orientation Meeting

The successful bidder(s) must attend an **orientation meeting** with each

individual department/location prior to beginning work. The meeting will familiarize the Contractor with the location and work to be performed, supply information on building security, provide for the exchange of contact information between the City and Contractor, and answer any other questions regarding the contract.

4.6 Employees

The successful Contractor must hire its own employees. Unless approved by the City, employees currently performing janitorial services may not be hired under the new janitorial contract.

4.7 Supplies, Paper Products and Can Liners

All contractors are required to purchase their cleaning materials for all city buildings.

The following buildings the contractor is responsible for purchasing all paper products, soap, can liners, and cleaning material:
Public Utilities Administration and Engineering, Health & Human Services Building (Green Building) green products must be used in this building for cleaning.

The following buildings the contractor will be responsible for purchasing the cleaning materials including can liners:
Public Works Mobile Units they order their own paper products.

The following buildings the contractor will be responsible for purchasing the cleaning materials and the General Services Supervisor will purchase paper products, and soap for the following buildings:
Human Resource Building, Godwin Courts Building, Morgan Library, Assessor's Office, North Public Safety Center (Police), East Washington Street Precinct, Workforce Development Center, Police Administration Building, Kings Fork Public Safety Center (Administration side only), North Suffolk Public Library, and Visitor Center (Green Building) green products are required to be used for cleaning.

The buildings must have enough can liners to be able to replace the trash liners on a daily basis. Can liners must be in the following sizes: Small, medium, and large. All can liners must be strong enough that they will not burst open or ripe while being pulled out of the trash containers.

5.0 INSTRUCTIONS TO BIDDERS

5.1 Submission of Bids

Pricing must be submitted on the Invitation for Bid pricing forms only; failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Include other information as requested or required. Each trade will have a place to list labor rates to complete and

submit. **All bids shall be submitted in a sealed envelope and properly identified with the IFB number, IFB name and time and date of opening.**

Bids must be received by the Finance Department/Purchasing Division no later than the time specified on the opening date. *Bids may be mailed to City of Suffolk, Purchasing Division, P.O. Box 1858, Suffolk, VA 23439 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434.* Faxed and e-mailed bids shall not be accepted. It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time. It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the Bid Form and Scenario will be considered in determining the final Bid amount.

5.2 Contact Policy

Questions related to bid submittals should be directed to:

*Ivy Crawford, Buyer I
(757) 514-4015
icrawford@suffolkva.us*

The Buyer I is the designated authorized spokesperson for the City of Suffolk with respect to this IFB. All questions should be directed to the Buyer's attention. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

5.3 Firm Pricing

Bid price must be firm for City acceptance for one hundred eighty (180) days during the contract period.

5.4 Unit Price

Bid unit price on quantity specified – extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

5.5 Contract Quantities

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

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

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT THE CITY OF SUFFOLK SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY.

5.6 Authority to Bind Firm in Contract

Bids must include full legal firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid shall have authority to bind the firm in a Contract.

5.7 Withdrawal of Bids

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person or by certified mail. No bids may be withdrawn after the established bid opening date or time, unless the purchaser has extended the opening date.

In case of error discovered after the bid opening, a written request to withdraw bids may be submitted to the buyer no later than two days after the opening date. Contact the buyer for specific instructions.

5.8 Rejection of Bid

The City reserves the right to waive any technical errors in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid failing to comply with all terms and conditions or failing to conform to the specifications may be rejected; any bid having interlineations, erasures, or corrections not appropriately initialed by the bidder may be rejected; and any bid accompanied by an insufficient or irregular bid security may be rejected.

4.9 Late Bids

Late bids will not be considered. It is the responsibility of the bidder to ensure the bid is received prior to the bid acceptance time.

5.10 Rights of City

The City reserves the right to accept or reject all or part of any bid, waive any informality and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

5.11 Basis for Award

The City of Suffolk will award to the lowest responsive and responsible bidder(s) meeting the requirements of this solicitation. The City reserves the right to conduct any test it may deem advisable and make all evaluations or to negotiate with the low Bidder in case of insufficient funds. Bids shall be evaluated on the basis of the prices bid on the Bid Form. Bidders are not required to submit a bid for each group.

5.12 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor shall deal directly with the public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of this contract is consistent with their laws, regulations and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The City of Suffolk shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

5.13 Negotiation with the Lowest Responsive Bidder

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

5.14 Inclement Weather/Closure Of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5.15 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 105 of the Purchasing Division and/or on the City's web site, www.suffolkva.us for a minimum of ten (10) days.

5.16 Taxes in Arrears

No bid or proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City.

5.17 Bidder Qualification

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.

5.18 The following information and signed forms must be included as a part of this Bid Document.

- _____ Bid Form (Page 19)
- _____ Additional Pricing Form (Page 24)
- _____ Vendor Certification Form (Page 25)
- _____ Bid Data Sheet (Page 26)
- _____ Proof of Authority to Transact Business in Virginia (Page 27)
- _____ Anticollusion Clauses (Page 28)
- _____ Specifications – Parts 1 - 4 (Pages 29-48)
- _____ Performance Bond
- _____ Fidelity Bond

6.0 CONTRACT TERMS AND CONDITIONS

The resulting contract with the successful bidder will be subject to the following terms and conditions:

6.1 License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance.

Wholesale and retail merchants without a business location in the City of

Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

6.2 Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees or subcontractors. **Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.**

- a. General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$2,000,000 Umbrella Liability
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

- b. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$ 5,000 Medical Expense Limit

- c. Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employer's Liability: \$1,000,000.

- d. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.
2. The City of Suffolk, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration

pages and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

3. The bidder's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. The insurer shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the declaration page(s), endorsement(s) and/or policies and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the City with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from City's Risk Management Director.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

6.3 Bonding Requirements:

1. Performance Bond:
Successful Bidder shall provide a performance bond in the sum of the contract amount. The performance bond shall ensure Bidder's faithful

performance in strict conformity with the contract.

2. Fidelity Bond:

Successful Bidder shall provide a fidelity bond in an amount not less than \$250,000. The fidelity bond shall guaranty coverage for dishonesty of the successful Bidder's employees. The City of Suffolk shall be named as additionally insured.

Each of the bonds required above shall be payable to the "Treasurer, City of Suffolk." Bonds shall be executed by one or more surety companies selected by Bidder which are legally authorized to do business in the State of Virginia. Each of the above bonds shall be maintained through the term of the contract and any extensions.

6.4 Hold Harmless Clause

The Contractor shall, during the term of the contract, defend, indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees occurring in connection with the products, completed operations, and other services covered herein.

6.5 Safety

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

6.6 Anti-Discrimination

By submitting their bids, bidders 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 (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

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, service disabled veterans 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.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.7 Ethics in Public Contracting

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. (Code of Virginia 2.2-4367)

6.8 Compliance with Federal Immigration Law

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

6.9 Debarment Status

By submitting a bid, bidders 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.

6.10 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 behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

6.11 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk.

6.12 Faith-Based Organizations

City of Suffolk does not discriminate against faith-based organizations.

6.13 Substitutions

NO substitutions or cancellations permitted after award without written approval by the Purchasing Agent.

6.14 Method of Payment

Contractor shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Interest shall accrue at the rate of one percent per month. Unless otherwise provided under the terms of this CONTRACT, interest for late payments shall not exceed one percent (1%) per month.

Individual contractors shall provide their social security numbers, and

proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.15 Payments to Subcontractors

Within seven (7) days after receipt of monies paid by the City for work performed by a subcontractor under this contract, the contractor shall either:

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

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

6.16 Non-Assignment

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

6.17 Termination without Cause

The CITY may at any time, and for any reason, terminate this Contract by written notice to CONTRACTOR specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to CONTRACTOR by certified mail/return receipt requested at the address set forth in CONTRACTOR's Bid Proposal or as provided in this Contract.

In the event of such termination, CONTRACTOR shall be paid such amount as shall compensate CONTRACTOR for the work satisfactorily completed, and accepted by the CITY, at the time of termination.

If the CITY terminates this Contract, CONTRACTOR shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the CITY any work completed or in process for which payment has been made.

6.18 Termination With Cause/Default/Cancellation

In the event that CONTRACTOR shall for any reason or through any cause be in default of the terms of this Contract, the City may give CONTRACTOR written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this

CONTRACT.

Unless otherwise provided, CONTRACTOR shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of CONTRACTOR to cure the default, the CITY may immediately cancel and terminate this CONTRACT as of the mailing date of the default notice.

Upon termination, CONTRACTOR shall withdraw its personnel and equipment, cease performance of any further work under the CONTRACT, and turn over to the CITY any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this CONTRACT may be immediately cancelled and terminated by the CITY and provisions herein with respect to opportunity to cure default shall not be applicable.

6.19 Non-Appropriation- Availability of Funds

It is understood and agreed between the parties hereto that the CITY shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this CONTRACT. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this CONTRACT, the CITY shall immediately notify CONTRACTOR of such occurrence and this CONTRACT shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the CITY of any kind whatsoever.

6.20 Severability

If any part, term, or provision of this contract, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

6.21 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, City of Suffolk.

6.22 Compliance with State Law, Foreign and Domestic Business authorized to Transact Business in the Commonwealth (VPPA §2.2 – 4311.2)

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is to include in its bid or proposal the identification number issued to it by the State Corporation Commission. 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 shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. A public body may void any contract with a business if the

business fails to remain in compliance with the provisions of this section.

6.23 Changes and Additions

It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Contract. Compensation for changes or additions in the Scope of this Contract will be negotiated and approved by the City, in writing.

It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Contract shall be made only by the full execution of the City's standard Contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Contract prior to the City's execution of its standard Contract change order form shall be at the total risk of the Contractor and said work may not be compensated by the City.

6.24 Responsibility of Contractor

The Contractor shall, without additional costs or fee to the City, correct or revise any error or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Contract.

6.25 Conflict of Interest

Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.

BID FORM

TO: City of Suffolk, VA
Purchasing Division
441 Market Street
Suffolk, VA 23434

BID: Janitorial Services

DUE: December 11, 2012

TIME: 3:00 p.m., Local

_____(Company) offers to furnish all personnel, tools, equipment, cleaning supplies, transportation, and related permits and fees to provide janitorial services for the City of Suffolk in accordance with all specifications, terms, and conditions herein. Pricing shall remain firm and valid for a period of sixty (60) days after bid opening.

The contract will be awarded based on the total contract amount per location over a five (5) year period in conjunction with work week schedules as follows:

TWO-DAY WORK WEEK: Public Works mobile units (8),

FIVE-DAY WORK WEEK: Godwin Courts Building and Human Resources Building, Assessor's Office, and Public Utilities Buildings, Workforce Development Center, Police Administration Bldg, Kings Fork Public Safety Center and Visitor Center.

SIX-DAY WORK WEEK: Morgan Memorial Library and North Suffolk Library

SEVEN-DAY WORK WEEK: North Suffolk Public Safety Center (Police) and East Washington Street Precinct

Bidders may bid on one or more of the following locations. The City reserves the right to award by location or in total; the City, in its sole opinion, will determine which method of award is in its own best interest.

TWO-DAY WORK WEEK:

1.0 PUBLIC WORKS MOBILE UNITS **(Monthly price quoted to include all units)**

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

FIVE-DAY WORK WEEK:

2.0 GODWIN COURTS BUILDING

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

3.0 HUMAN RESOURCES BUILDING

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

4.0 ASSESSOR'S OFFICE

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

5.0 PUBLIC UTILITIES OFFICES

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year

3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

6.0 WORKFORCE DEVELOPMENT CENTER

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

7.0 POLICE ADMINISTRATION BUILDING

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

8.0 KINGS FORK PUBLIC SAFETY CENTER

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

9.0 HEALTH AND HUMAN SERVICES BUILDING

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

10.0 VISITORS CENTER

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

SIX-DAY WORK WEEK:

11.0 MORGAN MEMORIAL LIBRARY

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

12.0 NORTH SUFFOLK LIBRARY

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year

4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

SEVEN-DAY WORK WEEK:

13.0 NORTH PUBLIC SAFETY CENTER (POLICE)

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

14.0 EAST WASHINGTON STREET PRECINCT

1 st Year (10/1/11 – 9/30/12)	\$ _____/Month	\$ _____/Year
2 nd Year (10/1/12 – 9/30/13)	\$ _____/Month	\$ _____/Year
3 rd Year (10/1/13 – 9/30/14)	\$ _____/Month	\$ _____/Year
4 th Year (10/1/14 – 9/30/15)	\$ _____/Month	\$ _____/Year
5 th Year (10/1/15 – 9/30/16)	\$ _____/Month	\$ _____/Year

5-YEAR TOTAL: \$ _____

GRAND TOTAL FOR ALL LOCATIONS: \$ _____

Bidder agrees to provide a minimum of _____ employees for each daily shift proposed as 6:00 p.m. to 11:00 p.m.

ADDITIONAL PRICING

In the event that additional locations need to be added to the Janitorial Services contract or additional services are requested for existing locations, the Contractor shall provide pricing for these services as requested below. Costs quoted below shall not be a consideration in the Bid evaluation or award, but shall remain firm through the contract period and any contract extensions.

1. Janitorial Services (to include all personnel, tools, equipment, supplies, transportation, etc.) shall be provided for additional locations, if requested, by the Contractor at a cost of:

\$ _____ per square foot for Year 1
 \$ _____ per square foot for Year 2
 \$ _____ per square foot for Year 3
 \$ _____ per square foot for Year 4
 \$ _____ per square foot for Year 5

2. Special Cleaning: Contractor agrees to provide a two-person team to clean buildings/rooms for special events at an hourly rate of \$ _____. Hourly price quoted shall be a team price.

3. Carpet Cleaning: If requested by the City, the Contractor will clean carpets (beyond the requirements of this contract) at the following prices. This will include cleaning of carpets for buildings not listed in this contract.

Bonnet Method at a cost of \$ _____ per square foot

Extraction Method at a cost of \$ _____ per square foot

Payment Terms/Discounts _____ Suffolk's normal payment schedule; items accepted and invoiced by 10th of month will be paid month end upon completion. (Cash discounts offered for less than 30 days from receipt of proper invoice will not be considered in award.)

- | | |
|--|----------------------------|
| Bidder has included Anticollusion Statement with bid. | Yes/No (Circle one) |
| Bidder has included Vendor Certification Form | Yes/No (Circle one) |
| Bidder has included Bid Data Sheet | Yes/No (Circle one) |
| Bidder has included Specifications – Parts 1-4 | Yes/No (Circle one) |
| Bidder has included Insurance Documents with bid. | Yes/No (Circle one) |
| Bidder has included SCC form and number assigned | Yes/No (Circle one) |
| Bidder has included Performance Bond | Yes/No (Circle one) |
| Bidder has included Fidelity Bond | Yes/No (Circle one) |

VENDOR CERTIFICATION FORM

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone No. _____ Fax No. _____

Federal Identification Number: _____

Email address (for sending orders) _____

Identification number issued to it by the State Corporation Commission _____

I certify by my signature below that I have received the documents associated with this bid and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; based on this, by my signature below I waive all rights to future claims against the City of Suffolk that the documents were incomplete or not understandable.

I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/ service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interests Act, Code of Virginia, Section 2.1-639.1 et. seq.

Signature _____ **Date** _____

I will accept payment by means of the City's Purchasing Card. _____ Yes _____ No

I will accept electronic transfer of funds as payment. _____ Yes _____ No

BID DATA SHEET

1. **QUALIFICATIONS OF BIDDER:** The Bidder must be currently licensed to provide the described service within the Commonwealth of Virginia, if required, and have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time the firm has been in business providing this type of service: Years_____ Months_____

3. **REFERENCES:** Identify at least three (3) recent references for whom the company has provided this type of service. Include the name of the client, client's address, dates of service, and the name and telephone number of the individual knowledgeable of this service.

1. _____

2. _____

3. _____

Signed By: _____(Contractor)

Title: _____

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID
Pursuant to Virginia Code §2.2-4311.2 an Officer/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/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/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable. If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

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

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

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is

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

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY CONTRACT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS CONTRACT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

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 SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, 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/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER 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. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	Title
Fax Phone Number: ()	
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: _____
 Is your firm Woman Owned? Yes No Is your firm a Small Business? Yes No

SPECIFICATIONS

Part 1

General

GENERAL SPECIFICATIONS

A. SCOPE OF WORK

1. The Contractor shall provide all personnel, labor, tools, equipment, cleaning supplies, etc. necessary to perform janitorial services specified herein.

The Contractor shall furnish all cleaning supplies, disinfectants, waxes, wax stripping materials, trashcan liners, sand for urns, deodorants for toilet and urinals, air fresheners, and any other products necessary to complete the job. Should the Contractor fail to provide the proper supplies, the City will make a one-time purchase of the needed supplies and charge the purchase against the Contractor's invoice at the City's cost plus twenty percent (20%). If the Contractor does not provide proper supplies after this action, the Contractor may be in danger of default.

2. Each facility shall be staffed to maintain optimum conditions of cleanliness. If the level of cleaning at any time is considered to be unacceptable to the City, the Contractor may be required to increase staffing or take whatever measures are needed to attain the required standards at no additional cost to the City.
3. The Contractor will **not** be responsible for engaging the alarm system after each workday or completion of services. This function shall be the responsibility of City staff.
4. The Contractor shall submit a complete work schedule to the General Services Supervisor no later than ten (10) calendar days prior to starting work. The schedule shall detail how employees will be assigned to accomplish all daily, weekly, and monthly tasks. The City reserves the right to approve or change schedules to meet the needs of each location.
5. Descriptions of services, equipment, tasks, etc. outlined herein are minimum performance specifications. The Contractor shall be required to perform all work necessary to provide quality janitorial services/cleaning services to ensure that the facility is cleaned to the satisfaction of the City.
6. All work shall be performed in a first class workmanlike manner, acceptable to the City in all respects, in strict accordance with the specifications and performance standards herein. The Director of Capital Programs and Buildings, acting through his representative, General Services Supervisor, will decide all questions which may arise as to the quality and acceptability of work performed under this contract. If, in the opinion of the Director or his representative, the

Contractor's performance is or becomes unacceptable, the Contractor will be notified in writing and shall be expected to promptly correct any deficiencies.

B. CONTRACTOR'S EMPLOYEES

1. The successful bidder shall submit to the City a clear/legible list of names, social security numbers, copy of photo ID, and signatures of all employees who are to perform work under this contract. Any changes in personnel shall be reported to the General Services Supervisor within twenty-four (24) hours of occurrence for the duration of the contract period.
2. No person(s) who has ever been convicted of a felony or crimes involving Moral Turpitude, and/or no person(s) who has been convicted of any drug offense within the past twelve (12) months may work in any City of Suffolk facility. Contractor shall not employ illegal aliens to perform custodial services for any services in City facilities.

The City may, in its sole discretion, refuse to allow an employee access to any area for any of the following reasons:

- Conviction of a felony
 - Conviction of a misdemeanor (not including traffic or parking violation)
 - Current investigation of pending trial involving criminal activity
 - Outstanding warrants (including traffic and parking violations)
 - Currently on parole or probation
 - Any other violation(s) considered unacceptable by the City for City work
3. All employees and representatives of the Contractor's company shall be sufficiently fluent in the English language to read and understand chemical labels and signs, as well as converse intelligently with City management and other personnel. The City's representative shall be the sole judge as to the acceptability of the employee's level of communication.
 4. All employees of the Contractor who work under this contract shall meet appropriate standards regarding conduct and human reliability for the type of work performed. Such standards shall include, as a minimum, the following:
 - Acceptable work attitude
 - Acceptable dress code (uniforms)
 - Wearing of proper identification (badge)
 - Honesty
 - Acceptable personal hygiene

C. EMPLOYEE IDENTIFICATION AND BUILDING ACCESS

1. Identification badges shall be furnished by the Contractor and shall be worn at all times by the Contractor's employees while on City premises for the performance of janitorial services. The identification badge shall have the employee's picture, name, and signature, as well as the Contractor's company name.

2. The Contractor shall furnish for each of his employees, a uniform acceptable to the City. The uniform shall bear the Contractor's organization identification in bold print or script. The uniform shall be worn at all times during the performance of duties and work as described herein.
3. Access to the facility shall be as directed by the Director of Capital Programs and Buildings or his designee. (The right of entry grants the right of search with proper and reasonable cause.) Contractor's employees may not leave the premises during working hours except in cases of emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by an authorized City representative.
4. All entrances to the facility shall be locked while the Contractor's employees are in the facility. The Contractor's Site Supervisor shall schedule times with his/her employees to open exterior doors for the purpose of trash removal. These doors must be attended at all times while open.

Any and all interior doors unlocked by the Contractor's employees for cleaning purposes shall be re-locked after completion of services. All interior doors shall be closed unless otherwise indicated by special instructions.

5. Only authorized Contractor employees shall be allowed on the premises of the City of Suffolk buildings. Contractor's employees shall **not** be accompanied in the work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
6. All of the Contractor's employees are required to sign in and sign out of the City facility upon arrival and departure, respectively. The Contractor shall maintain this log for periodic review by a City representative.
7. The Contractor shall provide a current Virginia State Police Criminal History Record Request on each person employed in fulfillment of the intent of this contract. The Contractor shall provide to the City a "national" criminal history on his/her employees. A "local" history is not acceptable.
8. The Contractor will be required to keep an ongoing updated log of current employees. Designated City personnel must be kept aware of any changes in personnel.

D. KEY CONTROL

1. The Contractor shall establish and implement methods of ensuring all keys issued by the City are not lost or misplaced, and are not released to unauthorized persons. Keys issued by the City shall NOT be duplicated by the Contractor or any of his representatives for any purpose.
2. Keys shall be issued to the Contractor's staff by City staff at the beginning of each work day and returned to City staff at the end of each work day.
3. Lost or misplaced keys shall be reported to City staff prior to leaving work. The Contractor shall be charged the cost of replacing any lost or damaged keys. If,

in the opinion of the Director of Capital Programs and Buildings or his designee, a change of locks is warranted as a result of lost keys, the Contractor shall be required to defray the cost of having locks re-keyed.

E. ENERGY CONSERVATION

The Contractor shall be responsible for instructing employees in conservation practices regarding the use of utilities. The Contractor and his/her employees shall operate under conditions that prevent the waste of utilities including, but not limited to, the following:

1. Lights shall be used only in areas where the work is actually being performed.
2. Employees shall refrain from adjusting any mechanically controlled equipment for heating, ventilation, and air conditioning.
3. Water faucets or valves shall be turned completely off after usage.

F. PERSONNEL

1. Site Supervisor: The Contractor shall provide at least one on-site supervisor at each site with a minimum of two (2) years supervisory experience who shall be responsible for the overall coordination of work performed and shall act as central point of contact with the City. Normal working hours for the Site Supervisor shall be coordinated with the Director of Capital Programs and Buildings or his designee.

The Site Supervisor shall not at any time engage in supervision or performance of services for any other client of the Contractor, or in private/personal business undertakings, while scheduled to perform work under the scope of this contract.

The Supervisor shall supervise and manage the work to assure all tasks are performed as specified in the Request for Bid.

The Site Supervisor shall act as a separate entity, working apart from the janitorial staff. It is strictly the responsibility of the Site Supervisor to supervise each job and each employee to determine if the work is being performed to the satisfaction of the City. At no time during the course of the contract shall the Site Supervisor be required to perform janitorial services in addition to his/her regular supervisory tasks.

Site Supervisor shall perform his/her work in a professional manner at all times, whether dealing with City personnel or Contractor's personnel.

Selection of the site supervisor of each location must be approved by the City.

2. Other Employees: The Contractor shall provide other personnel essential to accomplish the required work. The on-site Supervisor must be appropriately trained and possess the necessary competency to make sufficient daily inspections to insure that work has been, and is being performed, as per specifications. All of the Contractor's personnel must be trained and qualified to

perform the work tasks assigned to them.

3. The City reserves the right to require replacement of any person who, in the determination of the Director of Capital Programs and Buildings or his designated representative, is not qualified to perform assigned tasks.
4. The City further reserves the right to order the removal of any Contractor's employee from the City facility for reasonable cause. Such cause shall include, but is not limited to, the following:
 - Wearing of inappropriate uniform/clothing
 - Engaging in loud, boisterous or unprofessional conduct
 - Unauthorized use or misappropriation of City or personal properties
 - Reporting to work under the influence of intoxicants or drugs; possession of intoxicants or drugs while on duty
 - Smoking in the building will not be allowed during the performance of duties.

G. SAFETY

1. The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (OSHA) that may affect custodial and housekeeping operations (i.e., labeling all materials and supplies which may be hazardous to employees or others).
2. The Contractor shall be responsible for instruction of his/her personnel regarding appropriate safety measures. Equipment shall not be placed in traffic lanes or other locations that may create a safety hazard.

H. FIRE PREVENTION

1. The Contractor's operations shall conform to all applicable fire prevention regulations. Personnel shall be instructed by the Contractor in regard to any and all provisions relative to this contract.
2. The Contractor shall not store combustible supplies, to include rags and paper, near possible sources of ignition.

I. CIRCUMSTANCES TO BE REPORTED

1. The Contractor or the Contractor's employees shall report to the Director of Capital Programs and Facilities or his designated representative any circumstances which may affect the performance of the work, to include unhealthful or hazardous conditions, or any delays or interferences with the work that may be caused by employees of the City. Such report shall be made immediately upon discovery by the Contractor.
2. It is the responsibility of the Contractor to ensure that all articles of personal or monetary value found by the Contractor's employees (and not belonging to any

of the Contractor's employees) are turned in to City staff prior to leaving the building.

3. The Contractor shall be responsible for reporting in writing any building repairs needed at the facility to the designated City representative for corrective action.

J. WORK WEEK

1. Work week for janitorial services for the following locations shall be a two-day week, Monday through Friday, beginning at 6:00 p.m. and ending not later than 11:00 p.m.:

- Public Works Mobile Units

Work week for janitorial services for the following locations shall be a five-day week, Monday through Friday, beginning at 6:00 p.m. and ending not later than 11:00 p.m.:

- Godwin Courts Building (5:00 PM – 8:00 PM)
- Human Resources Building
- Public Utilities Building(s)
- Assessor's Office
- Workforce Development Center
- Police Administration Building (2:00 PM – 5:00 PM)
- King's Fork Public Safety Center
- Visitor's Center

Work week for the following locations will be a six-day week, Monday through Saturday after normal working hours:

- Morgan Memorial Library
- North Suffolk Library

Work week for the following locations will be a seven-day week:

- North Public Safety Center (Police)
- East Washington Street Precinct

The majority of the work will be performed between the hours of 6 p.m. and 11 p.m.; however, the contractor will be required to schedule hours for each department/location during hours that are appropriate for that particular location. (For example: Morgan Memorial Library is open on Monday and Tuesdays until 8 p.m. The Contractor will not be able to get into the building to clean until after the Library closes on those days.)

The following holidays will be observed by the Contractor:

- New Year's Day
- Lee/Jackson Day
- Martin Luther King Day
- Washington's Birthday/Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day

- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

NO HOLIDAYS WILL BE OBSERVED FOR THE North Public Safety Center and the East Washington Street Precinct. The Contractor will be contacted by the City should additional holidays be observed over the course of the contract period.

K. EXTREME WEATHER POLICY

In the event of extreme or hazardous weather conditions, the City's Inclement Weather Policy may be enacted. The purpose of this policy is to establish guidelines for the continuation of essential City services during a period of emergency or inclement weather conditions, as well as the release from duty of those employees not required to perform these vital services. Janitorial services will be exempt from working if City offices are closed for non-essential personnel.

L. QUALITY CONTROL/QUALITY ASSURANCE

1. The Contractor shall establish a complete Quality Control Plan (QCP) to assure that requirements of the contract are provided as specified. A draft of the Contractor's QCP shall be submitted for review and approval prior to the start of the contract. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The QCP is of paramount importance. The program shall include, but is not limited to, the following:
 - a) An inspection plan that is tailored to the specific facility and covers all services. The plan must specify all areas to be inspected on either a scheduled or unscheduled basis, to include the title of the individual who will be performing the inspections.
 - b) A method of identifying deficiencies in the quality of services provided before the level of performance can be considered unacceptable.
 - c) A file of all inspections conducted by the Contractor and the corrective action(s) taken. This documentation shall be made available to the City during the term of the contract on an "as requested" basis, and during all contract performance reviews.
 - d) The Director of Capital Programs and Facilities, acting through the General Services Supervisor, will monitor the Contractor's performance under this contract through random sampling, periodic inspection, joint inspection, and tenant complaints.

M. CONTRACTOR'S EQUIPMENT AND MATERIAL STORAGE AREAS

1. The City shall provide a locked equipment and materials storage area within the

facility to be used by the Contractor; locking cabinets, however, will be at the expense of the Contractor.

2. The Contractor shall be responsible for the maintenance of the provided storage area. It shall be kept clean and orderly at all times.

All equipment and materials shall be segregated and stored by type. No toxic chemicals and/or combustible substances shall be stored within the storage area. All soiled and/or oil cleaning cloths shall be stored in metal containers with closed lids. Mops shall be rinsed and hung to dry after each period of use. All cleaners and paper products shall be neatly stacked on shelves or within the original containers.

I have read and concur with specifications in this section _____.

SPECIFICATIONS

Part II

CLEANING TASKS AND STANDARDS

A. INTENT

It is the intent of these specifications to address the most common types of cleaning tasks and the applicable standards required for the performance of general cleaning services. The Contractor shall be responsible for determining and discharging all included tasks to fulfill the intent of these specifications.

B. GENERAL CLEANING TASKS AND CLEANING STANDARDS

1. Trash Removal

- a) All wastebaskets, cigarette butt receptacles, and other trash containers within the area(s) shall be emptied and returned to their initial locations. Boxes, cans, papers, etc. placed near a trash receptacle and marked "TRASH" shall be removed from the area and emptied into a designated trash dumpster or receptacle in such a manner as to prevent adjacent area from becoming littered by such trash.
- b) Any obviously soiled or torn plastic receptacle liners shall be replaced.
- c) Sand containers shall be strained to remove ashes and debris; other ash receptacles shall be emptied and wiped clean with germicidal detergent.
- d) The exterior of wastebaskets shall be damp wiped with neutral detergent and a clean sponge or cloth to remove evident soil. Wet spills on the interior of wastebaskets shall be removed. Lotion type detergent and an abrasive pad shall be used on hard-to-remove soil. In restrooms and food service areas, germicidal detergent shall be used in lieu of neutral detergent for cleaning of waste receptacles.
- e) Disposal of Trash: Refuse containers (dumpsters) are located adjacent to the building for the disposal of trash. Trash shall be placed into the dumpster container to avoid spillage. In order to prevent spillage by his/her employees, the Contractor shall be responsible for checking the dumpster area prior to leaving the building. All doors of dumpster containers shall be closed after depositing trash. Trash shall not be placed on the ground next to a full dumpster.

2. Vacuuming Carpet

Prior to vacuuming, carpeted area(s) shall be inspected to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc. An upright

vacuum cleaner shall be used to vacuum surface areas and embedded grit from all areas accessible to the carpet vacuum. The beater bar shall be adjusted to correspond with the pile height of the carpet. Chair and trash receptacles shall be tilted or moved where necessary to prevent any visible accumulation of soil or litter. In carpeted areas not accessible to the upright carpet vacuum, a tank vacuum with crevice tool and brush attachment shall be used. After the carpeted floor has been vacuumed, it shall be free of all visible litter, soil, and embedded grit.

Elevator floors and door tracks are to be vacuumed or swept, as well as all carpet-type entrance mats.

3. Spray-Buffering

Prior to being spray-buffed, the floor surface shall be swept with a broom or dry mopped. A single disc floor machine, buffing pads, and spray bottle with spray-buffing solution shall be used to restore a uniform gloss and protective finish to resilient tile or Terrazzo floors. All areas accessible to the floor machine shall be spray-buffed. Chairs, trash receptacles, etc. shall be tilted or moved whenever necessary in order to spray-buff beneath any obstacles.

The floor shall be swept after being spray-buffed. The finished floor shall have a uniform; glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform coating of floor finish. All spray-buff solution shall be removed from baseboards, furniture, trash receptacles, etc.

4. Dry-Buffering

Prior to be dry-buffed, the floor surface shall be swept with a broom or dry mopped. A single disc floor machine and buffing pads shall be used to restore a uniform gloss and protective finish to waxed floors. All areas accessible to the floor machine shall be dry-buffed. Chairs, trash cans, etc. shall be tilted or moved to dry-buff underneath.

5. Wet Mopping Floors

Prior to being wet mopped, the floor surface shall be swept by a broom or dry mopped. A wet mop, mop bucket and wringer, and a neutral detergent solution shall be used to remove all soil and non-permanent stains from the entire area. The neutral detergent solution shall be changed periodically and remain clear, or the area mopped shall be rinsed with clean water. All accessible areas shall be damp mopped. Chair, trash receptacles, etc. shall be tilted or moved to mop underneath. After being wet-mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.

6. Sweeping Floors

Prior to sweeping floor surface, a putty knife shall be used to remove gum, tar, and other sticky substances from the floor. On resilient tile, Terrazzo, smooth

sealed concrete, or other smooth finished floor surfaces, a treated dust mop shall be used to remove accumulated soil and litter. On rough, unsealed concrete or other floors where dust mopping is not effective, a broom shall be used. The entire area to be swept shall be thoroughly cleaned to remove dust, dry soil and other litter. Chairs and trash receptacles shall be tiled or moved to sweep underneath.

Once the floor has been swept (including corners), no soil shall be detected on a clean, white cloth when the cloth is pulled across the floor surface.

Rubber or polyester entrance mats shall be swept, vacuumed or hosed down to remove soil and grit. All entrance mats shall be lifted to remove soil and moisture from underneath and then returned to their normal location.

7. Cleaning Washrooms, Toilets, Restrooms, Sinks, and Washbowls

- a) Washrooms, toilets, restrooms, sinks, and washbowls shall be cleaned with a germicidal cleaning solution. All exposed piping shall be kept clean and dust free.
- b) Water Closets: The inside and outside surface of water closets and seats shall be cleaned to remove all rust, discoloration, odors, and water stains. Tanks of low-tank water closets shall be cleaned on exterior surface only.
- c) Urinals: Urinals shall be cleaned to remove rust, discoloration, stains, odors, and scale. Cleaning solution shall be flushed through the trap to reduce accumulation of scale.
- d) De-Scale Toilet Bowls and Urinals: Acid-type bowl cleaner and a nylon bowl mop shall be used to remove scale, scum, mineral deposits, rust stains, etc., from toilet bowls and urinals. Caution must be used to prevent damage to adjacent surfaces caused by spills of the acid-type bowl cleaner.
- e) Wash Bowls: Wash bowls shall be cleaned to remove all rust, discoloration, stains, odors, and scale. Abrasives shall not be applied to fittings; all fittings shall be dry polished. Water used for cleaning purposes shall not be allowed to spill between the fixtures and the wall.
- f) Slop or service sinks shall be cleaned to remove stains, rust, and scale.
- g) Mirrors shall be cleaned to remove all trace of film, smudge, and dirt.
- h) Toilet room floors shall be scrubbed, mopped, and rinsed until free from soap solution. In no instance, shall a hose or stream of water be used to wash floors. Dirt, debris, and cleaning solution shall not be allowed to accumulate in corners or around fixtures and baseboards.
- i) Toilet room walls, partitions, grilles, and woodwork with washable surfaces shall be washed in their entirety. Non-washable surfaces shall be spot-cleaned. Surface washing shall remove accumulations of dirt, streaks, and

defacing marks.

- j) Servicing: Restrooms shall be inspected, re-supplied, and maintained for use by City staff during normal business hours. The City currently maintains a separate contract for the disposal of sanitary waste and stocking of sanitary products in the women's restrooms.
- k) The Contractor shall submit in writing to the General Services Supervisor any malfunctioning valves or other sources of damage immediately.

8. Dusting

- a) Low Dusting: A lightly-treated dust cloth, lightly-treated hand held dusting tool, lamb's wool dusting tool, tank vacuum with dusting attachments, or a combination of these dusting tools shall be used to remove dust, lint, litter, dry soil, etc., from all surfaces below seven feet (7') from the floor surface. Items on furniture tops shall be dusted and replaced without disturbing papers. After complete dusting, all such surfaces, to include cracks, corners, and vents, shall have a uniform appearance that is free of streaks, smudges, dust, lint, litter, etc. Dusting shall be accomplished by removal of the soil from the area--not by re-arranging it from one surface to another.
- b) High Dusting: High dusting shall be defined as the removal of dust, cobwebs, oil film, etc., from all fixtures and surfaces above seven feet (7') from the floor. This shall include lights, grilles, light fixtures, pipes, sprinkler system, cables, ledges, walls, ceilings, vents, etc. High dusting shall be accomplished by using treated dust cloths, treated dusting tools, a damp sponge, and a tank vacuum with crevice tool, brush attachment, and wall attachment. After high dusting, all areas and surfaces above seven feet (7') shall blend in with the area below that height.

9. Cleaning and Disinfecting Drinking Fountains

A spray bottle of germicidal detergent, sponge or cloth, small percolator brush, abrasive pad, and lotion cleaners shall be used to remove all obvious soil, streaks, smudges, etc. from the drinking fountain and cabinet. All porcelain and polished metal surfaces, including orifices and drain, shall be disinfected. After cleaning and disinfecting, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.

10. Polishing Stainless Steel, Chrome, and Brass

The Contractor shall polish stainless steel, chrome, and brass surfaces with appropriate polishes and a soft cloth. The Contractor shall use clean cloths, glass cleaner, detergent, and degreaser to remove smudges, fingerprints, marks, streaks, tape, etc. that polish cannot remove. Surfaces shall be finish cleaned with dry cloths, leaving surface dry to the touch.

11. Spot Cleaning Furniture

Clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleaner shall be used to remove smudges, fingerprints, marks, streaks, tape, etc., from the surface of stairs, telephones, cleared surfaces of desks, lamps, tables, cabinets, counters, shelves, and all other types of furniture and surfaces which are considered to be building surfaces or building fixtures. Typewriters, calculators, computers, staplers, and other similar desk items are not to be disturbed.

All cleaners, solutions, etc. used shall be pre-tested to insure that discoloration of fabric or finish does not occur with use.

12. Vacuuming Upholstered Furniture

The Contractor shall use carpet upholstery attachment to remove visible soil and debris from all furniture.

13. Removal of Carpet Stains

A carpet stain remover dampened utility brush, clean cloths, aerosol gum remover, and/or wet/dry tank vacuum shall be used to remove stains from carpeted floors. The Contractor shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover. Carpet stain remover shall be applied onto the stain followed by use of a utility brush, if required. After the stain has dissolved, the Contractor shall blot, vacuum and rub the stain in such a manner as to prevent spreading the stain further.

All cleaners, solutions, etc. used shall be pre-tested to insure that discoloration of fabric or finish does not occur with use.

14. Stripping and Finishing Resilient Tile and Terrazzo Floors

- a) Stripping shall be defined as the complete removal of all finish and/or sealer from visible floor surfaces, as well as from those floor surfaces which can be exposed by the removal of non-fixed furnishings. Actual flooring shall not be damaged during the stripping process. Stripping shall also include the complete removal of all marks, scuffs, stains, etc., except in cases where there is damage to the floor surface.

The stripping chemical(s) shall be used in accordance with the manufacturer's directions. The floor shall be scrubbed with a single disc floor machine equipped with a stripping pad, except for those areas where the use of a manual scrubbing device is more appropriate (along walls, in corners, etc.). The stripping solution and rinse water shall be picked up with a wet/dry vacuum except in areas where its use is impossible or impractical (very small areas, areas with low amperage circuits, etc.).

All floor surfaces where stripper solution has been applied shall be thoroughly rinsed with clean water. When a wet/dry vacuum is used, the area should be rinsed at least once after the solution has been removed. If a mop is used to pick up the solution, the area should be rinsed at least twice.

- b) Refinishing shall be defined as the proper application of at least two (2) coats of finish to high traffic areas such as corridors, waiting areas, lobby, etc. One coat of finish shall be applied to areas receiving low traffic, such as office areas.

The finish shall be applied with a clean, fine-strand rayon mop head. Once removed from its original container, finish shall not be returned to that container.

After the finish has dried, the reflectance shall be uniform with no visible streaks or swirls. No stripping solution or finish shall remain on baseboards, doors, or other non-floor surfaces.

- c) Terrazzo flooring will be finished with a slip and stain resistant acrylic type sealer and maintained per manufacturer's specifications.

15. Washing Interior Glass

Washing of interior glass shall be defined as the complete removal of smudges, tape, oil film, and other types of soil from all glass interior partitions, wall, doors, displays, and other glass areas. Cleaning shall include both sides of glass. A glass-cleaning chemical, window squeegee tool with rubber blade, and clean cloths shall be used to clean interior glass.

After washing, glass areas shall be free of dust, smudges, and oily film. Cleaner splash and drip marks shall be removed from all adjacent surfaces.

16. Cleaning Walkways and Outside Grounds

The Contractor shall pick up, clean, and sweep all facility exterior entrances, to include a 10-foot radius from each entrance surrounding the buildings. All trash receptacles and cigarette urns shall be emptied and cleaned. Trash shall be removed, and can liners shall be securely replaced.

17. Stairwell Litter

The Contractor shall keep interior and exterior stairwells free of dirt, dust, cobwebs, trash, and litter. All stairwells shall be damp mopped, or vacuumed if carpeted, during each work shift. Walls, handrails, and risers shall be kept clean at all times.

18. Telephones

Telephones shall be cleaned and disinfected every Friday.

19. Venetian Blinds

Dust all Venetian blinds on a weekly basis. Wash and clean blinds twice yearly.

20. Entrance Mats

Rubber or polyester entrance mats shall be swept, vacuumed, or hosed down outside to remove soil and grit. Soil and moisture shall also be removed from bottom of mats. Cleaned mats shall be returned to their original locations.

I have read and concur with specifications in this section _____.

SPECIFICATIONS

Part III

MATERIALS, EQUIPMENT, AND SUPPLIES

A. INTENT

The purpose of these specifications is to furnish minimum essential standards for contractor-furnished materials, equipment, and supplies.

B. GENERAL

The Contractor shall furnish all materials, equipment, and tools necessary to perform all work defined in these specifications in the allotted time frames, except as noted herein.

C. MATERIALS

1. Contractor-furnished materials shall include cleaners, disinfectants, waxes, polishes, stripping materials, trash bags, sand for urns, and any other custodial products required to fulfill the intent of the contract.
2. All products furnished and/or used in the performance of any task included herein shall meet applicable EPA, OSHA, and manufacturer's Safety and Environmental Protection requirements.
3. The materials furnished by the Contractor shall be of the most suitable grade of their respective type for the intended purpose. The Director of Capital Programs and Facilities or his designated representative shall decide all questions concerning acceptability and approval of materials for use in the fulfillment of this contract.
4. Bidder shall submit with his/her BID FORM a complete list of materials Contractor proposes to supply in the performance of this contract, to include type, manufacturer, brand name, and manufacturer's number, etc. Contractor shall be required to submit and keep current MSDS sheets at the job site.

D. EQUIPMENT AND TOOLS

1. The Contractor shall furnish and maintain all necessary cleaning equipment, including power driven floor-scrubbing machines, backpack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc. needed for the performance of the work.
2. Equipment shall be of the size and type customarily used in work of this kind. No equipment shall be used that is harmful to the buildings or their contents. All equipment shall be maintained for optimal performance; equipment shall be kept clean and properly stored.

3. All equipment shall have bumpers and/or guards to prevent marking or scratching of fixtures, furnishings, or building surfaces.
4. Electrical equipment used by the Contractor shall meet all safety requirements of this contract. The equipment must operate using existing building circuits. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combination of equipment, which requires power exceeding the capacity of existing building circuits.
5. Bidder shall submit a complete listing of all equipment, indicating description and quantity that will be used to perform this contract. Specify whether the equipment will be stored on site or transported on a daily basis.

E. SUPPLIES

1. Bidder shall submit with his/her bid a complete list of supplies that he/she proposes to provide in the performance of this contract. List shall include brand names and estimated monthly quantities. The City may require samples of the products offered.
2. Contractor shall adhere to the following product regulations during the performance of the contract:
 - 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 prescribed by law, regulatory agencies, or this contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State, and City 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 flooring provide adequate protection against slippery floors. Any observed instances of 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.
 - d) Paper Products/Dispensers: The City shall furnish all expendable supplies for public use in toilet and washroom dispensers, such as paper towels, toilet paper, and powdered or liquid hand soap. **The Contractor shall furnish trash bags in all areas serviced. The Contractor shall place said supplies in the dispensers and holders that have been provided.**

I have read and concur with specifications in this section _____.

SPECIFICATIONS

Part IV

TASKS AND DUTIES TO BE PERFORMED (MINIMUM)

A. GENERAL AREAS

1. Empty wastebaskets. Empty and damp clean all ash trays. **DAILY**
2. Wash wastebaskets. **DAILY**
3. Clean and service all sand urns. **DAILY**
4. Dust all furniture, desk chairs, tables, file cabinets, and bookcases. **DAILY**
5. Dust/Vacuum heating vents. **DAILY**
6. Dust/clean/wipe all telephones. **WEEKLY**
7. Clean drinking fountains. **DAILY**
8. Clean interior glass, including all entrance doors. **DAILY**
9. Remove fingerprints from door, frames, light switches, kick/push plates. **DAILY**
10. Clean desk tops (if cleared off). **DAILY**
11. Dust Benches in Courtrooms of Godwin Courts Complex. **DAILY**

B. OFFICE AREAS

1. Empty wastebaskets; empty and damp clean all ash trays. **DAILY**
2. Wash wastebaskets. **DAILY**
3. Clean and service all sand urns. **DAILY**
4. Dust all furniture, desk chairs, tables, file cabinets, and bookcases. **DAILY**
5. Dust/vacuum heating vents. **DAILY**
6. Dust/clean/wipe all telephones. **WEEKLY**
7. Clean drinking fountains. **DAILY**
8. Clean interior glass, including all entrance doors. **DAILY**

9. Remove fingerprints from doors, frames, light switches, kick/push plates. **DAILY**
10. Clean desk tops (if cleared off). **DAILY**

C. REST ROOMS

1. Empty wastebaskets. **DAILY**
2. Clean restroom partitions. **WEEKLY**
3. Clean and polish all mirrors. **DAILY**
4. Clean, sanitize, and polish all vitreous fixtures, including toilet bowls and seats, hand basins, and urinals. **DAILY**
5. Wash all tile walls. **WEEKLY**
6. Damp mop with detergent and sanitize all floors. **DAILY**
7. Remove fingerprints from doors/door handles. **DAILY**
8. Machine scrub floors. **WEEKLY**

D. RESILIENT AND HARD FLOORS

1. Chemical mop/sweep all floors/stairwells. **DAILY**
2. Clean/damp mop spots. **AS NEEDED**
3. Shower scrub top coat and restore finish coat. **QUARTERLY**
4. Spray-buff all traffic areas. **TWICE WEEKLY**
5. Spray-buff entire area. **TWICE MONTHLY**
6. Strip, seal, and restore finish. **TWICE YEARLY**
7. Clean and polish baseboard/cove base. **QUARTERLY**

E. CARPETED FLOORS

1. Vacuum all carpet. **DAILY**
2. Spot clean carpet. **AS NEEDED**
3. Shampoo and restore all carpet. **TWICE YEARLY**

F. LIGHT FIXTURES

Clean and polish all light fixtures and lens. **QUARTERLY**

G. VENETIAN BLINDS

1. Dust all Venetian blinds. **DAILY**

2. Wash and clean blinds. **TWICE YEARLY**

Any changes to the above schedule must be approved by the Director of Capital Programs and Facilities or his designated representative.

I have read and concur with specifications in this section _____.