



INVITATION FOR BID

PROFESSIONAL CUSTODIAL SERVICES

PUBLIC WORKS DEPARTMENT CITY OF HOPEWELL

BID: #15-21

DATE: April 09, 2021

Sealed Bids, subject to the general conditions and specifications hereby attached, will be received at the office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860 until, but not later than **4:00 p.m. Wednesday, May 19, 2021** and, **opened virtually in Council Chambers at 11:00 a.m. Thursday, May 20, 2021.**

1. All bids must be submitted in a sealed envelope.
2. Regardless of delivery method of bid, the **outside** of each envelope must clearly indicate the following: *(if bid is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate):*

**Office of the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Bid: May 19, 2021
Virtual Opening Date: May 20, 2021
Commodity Name: Professional Custodial Services
Bid # 15-21**

MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid conference will be held at 10:00 AM on April 21, 2021 at the rear door marked DMV Select of Municipal Building, 300 North Main Street, Hopewell, VA 23860.

COVID-19: For the health and safety of all attendee's, the pre-bid meeting will be limited to **one** individual per firm. Strict adherence to face mask requirements and social distancing is required. Any individual who does not comply with face mask requirements and social distancing will be asked to leave forfeiting their ability to submit a bid for this project.

Due to the importance of all bidders having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:00 AM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

*****IMPORTANT NOTICE*****

While the City of Hopewell government services are open the City offices are closed to the public, the following procedures will apply to all IFBs/RFPs, until such a time as the City returns to normal operating procedures.

Receipt of Bids/Proposals:

In-Person Delivery: Hand delivered bids/proposals will be received at 300 N. Main Street, back entry door marked DMV Select, upon arrival please call 804-541-2342 ext. 164 or 541-2243 ext.130 for pick up and time/date stamp, between the hours of 9:00 a.m. and 4:00 p.m.

Bids/Proposals via Carrier (i.e. USPS, FedEx, and UPS): All packages will be accepted at same location as mentioned above. Bids/Proposals should be addressed/labeled as designated in the solicitation.

Bid Openings- Virtual Only

Bids will be received until, but no later than the specified time and date as designated in the invitation for Bid. Bid openings will be held virtually via City of Hopewell website which is accessible to the public by visiting the City of Hopewell website and select Bid Opportunities, scroll to the bottom of page and select Bid Opportunities Meetings.

Please allow up to five minutes after the specified due date/time for the live bid opening to

FOR YOUR BID TO BE CONSIDERED, IT MUST BE SUBMITTED ON THIS INVITATION FOR BID IN THE PLACES PROVIDED. BIDDERS SHALL SIGN THIS FORM WITHOUT DETACHING FROM REST OF BID AND MUST RETURN BID IN ITS ENTIRETY.

ANY BID RECEIVED AFTER THE ANNOUNCED TIME AND DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

The right is reserved to reject any or all Bids submitted and also to place the order where it appears it will be to the best interest of the city. All quoted prices shall be FOB locations.

Period of contract shall run from July 1, 2021 through June 30, 2024.

The right is reserved to extend this contract, for two (2) one (1) year terms, to be mutually negotiated at a reasonable time prior to the expiration date; same to be agreeable to both buyer and seller.

All bid quotations are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

Quantities indicated herein are estimates of anticipated usage. It is understood and agreed to between the parties of a resulting contract that the City may increase or decrease quantities at the quoted price. Furthermore, it is agreed to between the parties of a resulting contract that the City shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered.


The City reserves the right to be sole judge and to make the award in accordance with its own judgement as to what will best meet its requirements and be in the best interest of the City.

AVAILABILITY OF FUNDS: It is understood and agreed between the Bidder and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.

WITHDRAWAL OF BID: No bid may be withdrawn for a period of ninety (90) days from the date of bid opening unless the bidder has made a clerical error. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers substantiating the error with such notice. The owner reserves the right to reject any or all bids, to waive all informalities, and to reject any or all items of any bid.

Bidding and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 1, 2005, as amended; a copy of which is

available on the City Attorney's website (www.hopewellva.com) under the tab CODE, Hopewell city code. Click Chapter 2A-Procurement to view the Procurement Ordinance.



Felicia Ashburn,
Acting Procurement Officer

In compliance with Invitation for Bid # 15-21 and subject to all conditions thereof and attached thereto, the undersigned offers and agrees if the Bid price and conditions will be accepted within ninety (90) calendar days from the date of opening to evaluate, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

NAME OF ORGANIZATION	TELEPHONE NUMBER
STREET ADDRESS	FAX NUMBER
CITY, STATE, ZIP CODE	EMAIL ADDRESS
NAME (TYPE OR PRINT)	OFFICIAL TITLE
SIGNATURE	DATE
STATE CORPORATION COMMISSION #	IRS I.D. #

State Corporation Commission Form

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

The undersigned Offeror:

- is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out- of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

Signature: _____

Date: _____

Name: _____
Print

Title: _____

Name of Firm: _____

Requirements for Bidders:

References:

Contractor shall include and attach as part of this bid package, a list of references, including names and telephone numbers, for whom he has performed like services. Included must be company name, address, phone number, and contact person.

1. _____

2. _____

3. _____

Mandatory Pre-Bid Conference: A mandatory pre-bid conference will be held at 10:00 AM on April 21, 2021 at the rear door marked DMV Select of Municipal Building, 300 North Main Street, Hopewell, VA 23860.

COVID-19: For the health and safety of all attendee's, the pre-bid meeting will be limited to **one** individual per firm. Strict adherence to face mask requirements and social distancing is required. Any individual who does not comply with face mask requirements and social distancing will be asked to leave forfeiting their ability to submit a bid for this project.

Due to the importance of all bidders having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:00 AM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

QUESTIONS: All questions pertaining to this bid must be received in writing by 5:00 p.m. April 30, 2021. Questions should be emailed to Felicia Ashburn, Acting Procurement Officer, at fashburn@hopewellva.gov . An addendum including all questions and responses will be issued by 5:00 p.m. May 7, 2021.

Purpose

The purpose of this invitation for bid is to enter into a contract with a qualified company to supply the City of Hopewell with high quality custodial services in the following locations:

Area 1	Address	Approx. Square Foot
Municipal Building	300 N. Main Street	31,650 sq. ft.
Public Works Complex	103 S. Hopewell Street	4,000 sq. ft.
Animal Shelter	507 Station Street	160 sq. ft.
Courts Facility	100 E. Broadway	50,000 sq. ft.
Public Safety Building	150 E. Randolph Road	14,017 sq. ft.
Area 2		
Social Service Building	316 E. Cawson Street	21,200 sq. ft.
Area 3		
Hopewell Water Renewal Facility	231 Hummel Ross Road	15,400 sq. ft.

Addresses and available cleaning times for all areas.

- A. Municipal Building – 300 North Main Street
 - 1. Treasurer’s Office – Regular cleaning must be at 8:30 am.
 - 2. Commissioner of the Revenue’s Office – Regular cleaning must be done at 8:30 am.
 - 3. Second Floor Offices – Regular cleaning must be done during regular working hours (times to be determined at award).
 - 4. Third Floor Offices – Regular cleaning must be done during regular working hours (times to be determined at award.). Except room 311 and 313 must be done promptly at 5:00 p.m.

- B. Public Works Complex – 103 South Hopewell Street

1. After regular working hours – after 5:00pm. Cleaning to include offices, restrooms and non-shop areas of City Shop; restrooms, traffic sign room and front office of traffic/recreation building and restrooms in City yard.

C. Animal Shelter – 507 Station Street

1. Tuesday and Friday – must be done at 7:00 am sharp.

D. Courts Facility - 100 East Broadway (time subject to change due to Court schedules.) To include weekly buffing of tile floor to maintain acceptable appearance (minimum of once a week).

1. Sheriff's Dept. – Must be cleaned at 1:00 p.m.

2. District Courtroom – Regular cleaning must be done by 8:30 am.

3. District Courtroom Offices – Regular cleaning must be done during regular working hours: 1:30 p.m. to 4:30 p.m.

4. Court Services Office – Regular cleaning must be done during regular working hours: 1:30 p.m. to 4:30 p.m.

5. Clerk of the Circuit Court's Office – Regular cleaning must be done during regular working hours: 1:30 p.m. to 4:30 p.m.

6. Circuit Court Judges Office, Library and Courtroom – Regular cleaning to be done by 9:00 am.

E. The Public Safety Building- 150 E. Randolph Rd

1. Regular cleaning must be done during regular working hours (times to be determined at award)

F. Social Services – 316 East Cawson Street

1. All cleaning must be done after regular work hours (5:00 p.m.). Exterior entrance must be cleaned daily.

G. City of Hopewell Water Renewal Facility – 231 Hummel-Ross Road

1. Monday, Tuesday, Thursday, and Friday – All regular cleaning should be done DURING work hours, which vary by building. The Solids Building/Maintenance Shop and Stores close at 3:30 pm. The Administration Building closes at 5:00 pm

Insurance

- A. General liability comprehensive policy.
- B. Bodily Injury and Property Damage combined - \$1,000,000.00.
- C. Certificate of Insurance, naming the City, as an additional insured shall be provided on award of contract.

Safety Requirements

- A. Contractor will be responsible for properly marking areas being mopped or spray buffed with “Caution Wet Floor” signs.

General

- A. Material safety data sheets must be provided with all products used.
- B. For information purposes only, the square footage of each building in the bid is being provided. Prices are to still be on a per building price as indicated on the bid price sheet. The approximate square footage of the cleaning area in each facility is as follows:

1. Municipal Building	31,650 sq. ft.
2. Public Works Complex	4,000 sq. ft.
3. Animal Shelter	160 sq. ft.
4. Courts Facility	50,000 sq. ft.
5. Public Safety Building	14,017 sq. ft.
6. Social Services	21,200 sq. ft.
7. Hopewell Water Renewal	15,400 sq. ft.

Holiday Schedules

The city observes all State holidays. A schedule for holiday closures will be available to awarded vendor(s) upon award of contract.

Scope of Work

Area 1: City Buildings

The Contract Administrator is the sole contact for this contract. All questions and concerns must be submitted to the Contract Administrator.

Contract Administrator for City Buildings: Bryon Beasley 804-541-2295.

City Buildings Bid Price-Monthly (4 days per week: Tuesday-Friday) \$ _____

Alternative Bid Price-Monthly (5 days per week: Monday-Friday) \$ _____

COVID-19 Daily Disinfecting Price-Monthly \$ _____

Vendor Name

Date

Signature

It is the intent of the Area 1 of the City Buildings for custodial services to be performed during regular work hours (time to be determined at award) at the following locations. The City will provide all paper products, soap for dispensers, and trash can liners. It is the responsibility of the contractor to install these items daily.

- I.
 - A Municipal Building
 - B Public Works Building
 - C Animal Shelter
 - D Courts Facility-to include weekly buff tile floor as necessary to maintain acceptable appearance (minimum of once a week).
 - E Public Safety Building

- II. COVID-19-Daily disinfecting of high-touch surfaces, to include doorknobs, counters, light switches, hand rails, and elevator buttons, until such time as CDC recommends discontinuing this practice.

- III. Contractor will furnish all of the labor, equipment, and a Certified Executive House Keeper, to supervise four days per week – Tuesday through Friday, except for the Animal Shelter which is on Tuesdays and Thursdays and both the Public Safety

Building and the Hopewell Waste Water Treatment Facility which is on Monday, Tuesday, Thursday, and Friday.

IV. Contractor shall name the Executive Housekeeper who will be in charge of work who can be contacted in an emergency situation. This person will be responsible for locking and unlocking building and for cutting off all lights.

A. Daily services: Penalty Clause – Daily services not performed will result in a per item fee per day penalty until work is completed.)

1. Office Cleaning – penalty of \$50.00 per day until all work is completed.

a) Dust all surfaces.

(1) High dusting, vents, diffusers, and around lights.

(2) Low dusting, chair rungs and bases, windowsills, and items located in the offices with an exposed surface.

b) Completely clean and polish, when necessary, exposed desk and level work surfaces.

c) Clean phones.

d) Dump trash can, replace liner tied tightly, wash can if needed.

e) Dump ashtrays and clean, soak and wash if needed.

f) Thoroughly vacuum entire carpeted office area. This includes edging under, behind desk and furniture, and so on. If tile floor, sweep and damp mop.

g) Wash partition tops.

h) Spot clean walls, partitions, drawers, and file cabinets.

i) Inspect work. Secure doors and lights.

2. Rest Room Cleaning/Kitchen and Locker Room – penalty of \$100.00 per day until all work is completed.

a) Service all soap and paper dispensers. Wipe Kitchen sinks and fixtures. Clean counters and table tops.

b) Clean Fixtures:

- (1) Spray fixtures and Shower walls with DSD. Wipe clean. .
Wipe all splash areas in stalls and urinals.
 - (2) Hand scrub sinks, toilets, urinal interiors with a green pad and liquid abrasive. Leave seats up
 - (3) Flush.
 - (4) Spray drain gooseneck and wipe clean. Clean all under counter chrome. Shine when needed by polish.
- c) Clean all mirrors.
 - d) Dust all partition tops and ceiling vents, diffusers, and all flat surfaces.
 - e) Sweep floor. Use scrub brush around wall, under toilets, and urinals.
 - f) Wet mop entire floor surface using DSD and warm water. Use “Wet Floor” or “Caution” signs.
 - g) Dump trash can, replace liner, wash can if needed.
 - h) Inspect work and secure.

*(Disinfectant Synthetic Detergent)

3. Cleaning Drinking Fountains – penalty of \$10.00 per day until all work is completed.

- a) Scrub all surfaces carefully with a clean cloth and DSD solution. Give special care to the fountain jet and protective guard. Use a fountain brush for cleaning the jet guard and all other metal parts.
- b) Use a test tube brush to clean the drain holes of the fountain bowl.
- c) Use a cleaner to remove stains.
- d) Rinse all exposed surfaces and parts with a damp rag.
- e) Polish the metal with a dry, clean cloth or paper towel.
- f) Remove any splashes or cleaning solutions spilled on the floor.

4. Stairway Cleaning – penalty of \$15. 00 per day until all work is completed.

- a) Start at the top landing and sweep all landings and steps till you reach the bottom landing.
- b) Dust/mop steps and landings. Give special care to corners.
- c) Dust ledges and windowsills.
- d) Spot clean wall marks around switches, sills and railings and remove any hanging dust.
- e) Clean radiators.
- f) Clean windows (use information on Periodic Services Schedule Sec. II B) Use same schedule for cleaning venetian blinds.
- g) Wet mop landings & steps. Use “Wet Floor.”
- h) Remove any gum with a putty knife.

5. Lobby and Hallway Cleaning – penalty of \$10.00 per day until all work is completed.

- a) Vacuum mats at entrances.
- b) Clean door panes (inside and out).
- c) Empty and wash trash containers, ashtrays, and cigarette urns.
- d) Remove any cobwebs. Spot clean walls.
- e) Dust windowsills, blinds, radiators, and wall hangings.
- f) Clean the wall directory and other information boards, signs, or wall hangings.
- g) Dust mop the floors.
- h) Wet mop floors. Use clean mop, clear water, and mild detergent.
- i) If carpeted, vacuum.
- j) Sweep all exterior porches, vestibule and steps.

- B. Periodic Services (Note: Penalty Clause – periodic services not performed will result in a \$100.00 per day until all work is completed.)
1. Spot clean carpets as necessary with- in 24 hours of notification of problems.
 2. Spray buff tile floor as necessary to maintain acceptable appearance (minimum of once a week).
 3. Wash restroom walls four times a year using DSD and warm water.
 4. Steam clean carpet once a year.
 5. Strip and wax all tile floors once a year.
 6. Vacuum upholstered furniture once a month.
 7. Vacuum drapes and venetian blinds every 3 months.
 8. Wash paneling with water and cleaner once per year.
 9. Wash interior windows once per year.
 10. Wash exterior windows once a year

- C. Emergency Telephone Numbers: Contractor must provide the City with telephone, pager and cell phone numbers which shall be available on a 24 hour a day, 7 day a week basis.

Routine Service Telephone # _____
 Emergency Service Telephone # _____
 Pager # _____
 Cell Phone # _____

Response time for emergency situations must be within two hours or sooner. Failure to respond will result in the City procuring the service from another source and deducting the cost from the monthly bill.

- D. Supervisor will meet with the contract administrator every week (day and time to be determined).
- E. Contractor will provide a NCIC background check confirming no felony charges on all employees prior to beginning work and on all new hires thereafter at the

contractor's expense.

- F. All employees will wear Name Tags/Company ID – visible at all times.
- G. Bid Security: Bids shall be accompanied by a bid guarantee of not less than five percent of the amount of the bid, for all bids exceeding \$10,000.00, and may be a certified check or a cashier's check, or a bid bond made payable to the City. Such bid bond or check shall be submitted with the understanding that it shall guarantee the bidder will not withdraw his bid during the period of ninety days following the opening of bids; that if his bid is accepted, he will enter into a formal contract with the City in accordance with the terms and conditions of the solicitation and that in the event of the failure to enter into said contract within 10 days after he has received notice of acceptance of this bid, the bidder shall be liable to the City for the full amount of the bid guarantee as representing the damage to the City on account of the default of the bidder in any particular hereof.
- H. Certified Executive Housekeeper: The contractor shall maintain on staff a Certified Executive Housekeeper dedicated to staffing, scheduling and managing the City facilities. The project manager's resume shall indicate that the following minimum requirements have been met:
 - I. Have successfully completed a publicly offered housekeeper's course certifying the individual or individuals as a Certified Executive Housekeeper.
 - J. Within five days after the awards of contract, the Contractor shall submit to the City all certification copies of the formal training programs considered comparable to the above state curriculums.

The following are grounds for termination of contract:

- A. Unsatisfactory performance as determined by the Contract Administrator based on contract specifications and his experience and knowledge from administering this contract.
- B. Contractor's failure to timely respond to complaints and/or inquiries from the Contract Administrator. We expect the contractor to return pages, and/or telephone calls from the Contract Administrator within two hours. Routine complaints shall be started and completed within 24 hours after the Contractor is notified. Emergency situations shall be resolved as soon as possible

Area 2: Custodial Contract Specification for Social Services Building-21,200 sq. ft.

The Contract Administrator is the sole contact for this contract. All questions and concerns must be submitted to the Contract Administrator.

Contract Administrator for Social Services: Patrice Cibula 804-541-2330 ext. 759

Social Services Bid Price-Monthly \$ _____
(4 days per week: Tuesday-Friday)

Alternative Bid Price -Monthly \$ _____
(5 days per week: Monday-Friday)

COVID-19 Daily Disinfecting Price-Monthly \$ _____

Vendor Name

Date

Signature

It is the intent of the City for custodial services to be performed after 5:00 p.m., Tuesday – Friday at the Social Services building, located at 316 East Cawson Street. The City will provide all paper products, soap for dispensers, and trash can liners. It is the responsibility of the contractor to install these items daily.

Contractor will furnish all of the labor, equipment, and supervision to perform the services listed below four days per week being Tuesday through Friday.

COVID-19-Daily disinfecting of high-touch surfaces, to include doorknobs, counters, light switches, hand rails, and elevator buttons, until such time as CDC recommends discontinuing this practice.

Contractor shall name a lead person who will be in charge of work who can be contacted in an emergency situation. This person will be responsible for locking/unlocking building and for cutting off all lights.

A. Daily Services: Penalty Clause – penalty of \$50.00 per day until all work is completed.

1. Office Cleaning

- a) Dust all surfaces including chair rungs and bases, windowsills, etc.
- b) Completely clean and polish, when necessary, exposed desks and level work surfaces.
- c) Clean phones.
- d) Dump trashcans, replace tie liners tightly, and wash cans if needed.
- e) Dump ashtrays and clean, soak and wash if needed.
- f) Thoroughly vacuum entire office area. This includes mats, edging under, behind desks and furniture, etc. If tile floor, sweep and damp mop.
- g) Wash or damp clean partition tops.
- h) Spot clean walls, partitions, drawers, and file cabinets.
- i) Clean door pans, inside and outside.
- j) Remove any cobwebs spot clean walls.
- k) Dust window sills, blinds, radiators and wall hangings.
- l) Inspect work. Secure doors and cut off lights.

2. Restroom Cleaning: penalty of \$100.00 per day until all work is completed.

- a) Service all soap and paper dispensers.
- b) Spray fixtures and surrounding walls with DSD. Wipe clean. Leave seats up. Wipe all splash areas in stalls and urinals. Flush.
- c) Spray drain gooseneck and wipe clean. Clean all under counter chrome. Polish when needed.
- d) Clean all mirrors.
- e) Dust all partition tops and ceiling vents, diffusers and all flat surfaces.

- f) Sweep floor. Use scrub brush around wall, under toilets and urinals. Wet mop entire floor surface using DSD and warm water. Use “Wet Floor” or “Caution” signs.
 - g) Dump trash can replace liner, wash can if needed.
 - h) Inspect work, cut off lights and secure building.
3. Cleaning Drinking Fountains: penalty of \$10.00 per day until all work is completed.
- a) Scrub all surfaces carefully with a clean cloth and DSD solution. Give special care to the fountain jet and protective guard. Use a fountain brush for cleaning the jet guard and all other metal parts.
 - b) Use a test tube brush to clean the drain holes of the fountain bowl.
 - c) Use cleaner to remove stains
 - d) Rinse all exposed surfaces and parts with a damp rag.
 - e) Polish the metal with a dry, clean cloth or paper towel.
 - f) Remove any splashes or cleaning solutions spilled on the floor.
4. Interior/Exterior Foyer & Stairway Cleaning: penalty of \$10.00 per day until all work is completed.
- a) Start at the top of landing and sweep all interior/exterior landings and steps till you reach the bottom landing.
 - b) Sweep bottom landings. Give special care to corners.
 - c) Sweep all exterior porches, vestibules and steps.
 - d) Dust ledges and windowsills.
 - e) Spot clean wall marks around switches, sills and railings and remove any hanging dust.
 - f) Clean radiators.
 - g) Clean windows (use information on periodic service schedule in section B) use same schedule for cleaning venetian blinds.
 - h) Remove any gum with a putty knife.

i) Empty and clean trash containers, ash trays and cigarette urns.

B. Periodic Services: Penalty Clause – Periodic services not performed will result in a \$100.00 per day penalty until work is completed.

1. Within 24 hours notice:

a) Spot clean carpets as necessary.

2. Weekly

a) Wet mop floors. Use clean mop, clean water and mild detergent. Spray buff tile floor as necessary to maintain acceptable appearance, minimum of once per week. Use “Wet Floor” or “Caution” signs.

b) Wet mop landings and steps. Use “Wet Floor” or “Caution” signs.

3. Monthly

a) Vacuum upholstered furniture.

b) Dust all high surfaces, vents, diffusers and lights.

4. Semi-annually

a) Wash restroom wall using DSD and warm water.

b) Shampoo all carpets.

c) Vacuum drapes and venetian blinds.

d) Strip and wax all tile floors.

e) Wash interior windows.

5. Annually

a) Wash exterior windows.

b) Wash paneling with water and cleaner.

C. Insurance

1. General liability comprehensive policy.
2. Bodily Injury and Property Damage combined - \$1,000,000.00.
3. Certificate of Insurance, naming the City, as an additional insured shall be provided on award of contract.

D. Safety Requirements

Contractor will be responsible for properly marking areas being mopped or spray buffed with “Caution Wet Floor” signs.

E. General

Material safety data sheets must be provided with all products used.

F. Holiday Schedules

The city observes all State holidays. A schedule for holiday closures will be available to awarded vendor(s) upon award of contract.

G. Emergency Telephone Numbers: Contractor must provide the City with telephone, pager and cell phone numbers which shall be available on a 24 hour a day, 7 day a week basis.

Routine Service Telephone # _____
Emergency Service Telephone # _____
Pager # _____
Cell Phone # _____

Response time for emergency situations must be within two hours or sooner. Failure to respond will result in the City procuring the service from another source and deducting the cost from the monthly bill.

H. Supervisor will meet with the contract administrator every week (day and time to be determined).

I. Contractor will provide a NCIC background check on all employees prior to beginning work and on all new hires thereafter at the contractor’s expense.

J. All employees will wear Name Tags/Company ID – visible at all times.

K. Bid Security: Bids shall be accompanied by a bid guarantee of not less than five percent of the amount of the bid, for all bids exceeding \$10,000.00, and may be a certified check or a cashier’s check, or a bid bond made payable to the City. Such bid bond or check shall be

submitted with the understanding that it shall guarantee the bidder will not withdraw his bid during the period of ninety days following the opening of bids; that if his bid is accepted, he will enter into a formal contract with the City in accordance with the terms and conditions of the solicitation and that in the event of the failure to enter into said contract within 10 days after he has received notice of acceptance of this bid, the bidder shall be liable to the City for the full amount of the bid guarantee as representing the damage to the City on account of the default of the bidder in any particular hereof.

- L. Certified Executive Housekeeper: The contractor shall maintain on staff a Certified Executive Housekeeper dedicated to staffing, scheduling and managing the City facilities. The project manager's resume shall indicate that the following minimum requirements have been met:
1. Have successfully completed a publicly offered housekeeper's course certifying the individual or individuals as a Certified Executive Housekeeper.
 2. Within five days after the award of contract, the Contractor shall submit to the City all certification copies of the formal training programs considered comparable to the above state curriculums.
- M. The following are grounds for termination of contract:
1. Unsatisfactory performance as determined by the Contract Administrator based on contract specifications and his experience and knowledge from administering this contract.
 2. Contractor's failure to timely respond to complaints and/or inquiries from the Contract Administrator. We expect the contractor to return pages, and/or telephone calls from the Contract Administrator within two hours. Routine complaints shall be started and completed with in 24 hours after the Contractor is notified. Emergency situations shall be resolved as soon as possible.

AREA 3- Custodial Contract Specifications for City of Hopewell Water Renewal-15,400 sq. ft.

The Contract Administrator is the sole contact for this contract. All questions and concerns must be submitted to the Contract Administrator.

Contract Administrator for Hopewell Water Renewal: Glenis Evans 804-541-2215

Hopewell Water Renewal Bid Price-Monthly \$ _____
(4 days per week: Monday, Tuesday
Thursday, Friday)

Alternative Bid Price-Monthly \$ _____
(5 days per week: Monday-Friday)

COVID-19 Daily Disinfecting Price-Monthly \$ _____

Vendor Name

Date

Signature

The following buildings will be maintained:

- Administration Building
- Solids Maintenance Building
- General Maintenance Building
- Gravelly Run Training Center

HOPEWELL WATER RENEWAL RESPONSIBILITY

Hopewell Water Renewal provide such light, water and electricity as needed to perform these services. The contractor shall use these facilities sparingly.

Hopewell Water Renewal will provide trash liners, toilet paper, paper towels and soap for the dispensers.

CONTRACTOR'S RESPONSIBILITY:

Contractor shall be responsible in providing all labor, tools, equipment and necessary supervision required for furnishing cleaning/maintenance services to the listed buildings.

COVID-19-Daily disinfecting of high-touch surfaces, to include doorknobs, counters, light switches, hand rails, and elevator buttons, until such time as CDC recommends discontinuing this practice.

Non-routine work must be scheduled a minimum of one week with the designated representative to allow adjustment of work areas or equipment location, if required.

Contractor shall be responsible for any breakage, damage, theft or loss incurred through the carelessness of actions of their employees.

Contractor shall be responsible for locking entry doors and all applicable internal doors during and upon completion of work. Contractor will maintain security in individual building and offices during cleanup.

Contractor shall establish and implement policy to ensure that the one (1) set of keys issued to the Contractor by Hopewell Water Renewal are not lost, misplaced or duplicated.

Contractor shall be charged for cost plus labor for having any lost key's duplicated. If in the opinion of the Designated Representative a change of locks is warranted as a result of the loss of keys, the Contractor shall be required to defray the cost of having all applicable locks changed and or rekeyed, through a corresponding deduction in the monthly payment amount.

Contractor shall post a list of all products being used in the performance of their cleaning operations at each of their onsite storage locations. A copy of each applicable Material Safety Data Sheet shall also be available for quick access by Hopewell Water Renewal and/or Contractor's employees throughout the cleaning operation. All chemicals and other products shall be used and stored in strict accordance with the applicable Material Safety Data Sheet.

Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (OSHA) which affects Custodial and Cleaning Operations.

Contractor shall instruct their personnel in appropriate safety measures and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard. Appropriate signs shall be provided and placed by the Contractor to mark areas, which are slippery or unsafe due to cleaning and waxing operations.

Contractor shall advise the Hopewell Water Renewal Designated Representative of the names of each employee assigned to perform work under this contractor. Each employee shall wear safety glasses. Contractor's employees are not to be accompanied in their work areas by acquaintances, family members or any other person unless said person is employed by the Contractor.

Contractor shall schedule and inspect all buildings with the Hopewell Water Renewal Designated Representative on a quarterly basis.

Significant or repetitive deficiencies are cause for contract termination.

GENERAL CLEANING SPECIFICATIONS:

The following services will be performed on a regular basis in all Hopewell Water Renewal buildings included in the bid specifications, except the Gravelly Run Training Center which should be cleaned once per week, as needed, depending on usage. **A regular basis means daily service.** These are minimum standards and will not be replaced by any Contractor's cleaning specifications.

Restrooms:

Floors – The entire restroom floor area will be swept and thoroughly mopped or scrubbed with a neutral/disinfectant-detergent and hot water solution, rinsed and dried. Special attention will be given to maintaining the appearance of the floors around toilet fixtures and urinals. Hard-to-reach areas and corners shall be given special attention by hand washing.

Toilet Bowls and Urinals – Water closets, seats and urinals shall be washed inside and out with a neutral soap solution. A toilet brush in good condition shall be used to brush into the trap of the bowl and to wash under the rounded inside rim. All rust, encrustation, water rings or other stains will be removed. The outside of the bowls and the seats, tank and cover will be wiped dry with a clean cloth, and the seats will be left in a raised position. Urinal strains will be thoroughly cleaned of all foreign matter, and all traps will be maintained free from odors at all times.

Wash Basins and Shower Stalls – Shall be thoroughly cleaned with a neutral soap solution. All stains and mildew will be removed with damp cloth and soap or mold cleansers. Mats in shower stalls will be removed and cleaned and accumulations of dirt and soap on shower floors will be removed.

All mirror, shelving, lockers, dispensers, chromium fixtures and piping will be damp wiped and polished dry. Stubborn stains on dispensers will be removed with a non-abrasive cleaner. Metal polish will be used on metal work where necessary.

Windowsills, ledges, and stall partitions will be dusted.

Wall surfaces, partitions, floors, window frames, sills and waste receptacles will be spot cleaned and all writing of any nature to a height of 6 feet will be removed. Splashing about wash basins and urinals will be removed.

Dispensers – All paper towel, hand soap, and toilet tissue dispensers will be checked, refilled and wiped with a damp cloth daily. Excess supplies of paper towels and toilet paper will not be left on top of dispensers or in place where they become dirty or contaminated.

Hardware – Strong abrasives shall not be used on chromium plated hardware on basins and flushometer valves. These fittings shall be washed with a neutral soap solution and polished with a clean dry cloth.

Standards of Restroom Care – The Contractor shall perform the required work to such an extent as will insure that each restroom is well kept and has no odors; that the toilet bowls, wash basins and urinals are clean and bright; that toilet paper, towels and soap dispensers are filled and clean; that the floor, walls and lockers are clean and free from stains and dust. All metal, such as faucets, pipe fittings, and hardware shall be clean and bright. Mirrors shall be clean and the entire appearance shall be one of cleanliness.

Room Cleaning: All office areas, file rooms, conference rooms, laboratory and corridors will receive the following daily cleaning:

Ash trays, butt cans, and other receptacles located outside buildings will be emptied daily into a fireproof metal container for disposal as trash and wiped clean with a damp cloth.

Wastebaskets will be emptied and all wastepaper and trash removed to main disposal areas. Wipe exterior of all wastebaskets clean. For severely soiled baskets, clean with detergent solution. All plastic can liners will be replaced daily. This will be monitored by this facility to insure compliance.

Floors will be swept clean and dust mopped so that no dust streaks are left and no dirt or dust shall be left in corners, under furniture or behind doors. All furniture or other equipment moved during sweeping will be replaced. Baseboards, doors, furniture and equipment will not be disfigured by brushes or otherwise damaged in moving. Any spot cleaning necessary to remove coffee or soft drink stains, chewing gum, tar, etc. from floors or carpets will be performed.

All horizontal exposed surfaces (desks, file and table tops, chair seats, wearing apparel racks, window sills, desk lamps, letter trays, etc.) with approximated 70 inches of the floor will be dusted with a treated dust cloth. Glass desktops will be cleaned with an untreated cloth. Areas around air conditioner outlets return air grilles, and the louvers in all doors so equipped, will be cleaned. Surfaces requiring damp wiping shall be damp wiped.

All carpet and walk-off mats will be vacuum cleaned daily.

All wall surfaces, partitions, doors, window frames and sills will be spot cleaned.

All bright metal work (doorknobs, kick plates, hardware, switch plates, etc.) will be maintained in a polished condition.

All windows to doors and interior office glass shall be cleaned with spray glass cleaner, wiped dry and polished, to include both sides of the entrance glass door.

Break Rooms: Sweep and mop floors daily. Wipe down all countertops and tables daily. Remove all visible trash daily.

Vending Machine Areas: Contractor will clean floor and wall areas around vending machines, collect and dispose of all trash. No cleaning of vending machines will be required.

Drinking Fountains: Drinking fountains and water coolers will be cleaned by washing the bowl with a neutral soap solution. The remainder of the fountain or cabinet will be wiped with a clean cloth. No metal polish is to be used on fittings. Drinking fountains will be kept free of trash, ink, coffee grounds, etc., and muzzles free of encrustation. Wall and floors adjacent to fixtures will be kept free of spots, drippings, and watermarks.

Venetian Blinds: All Venetian blinds will be cleaned on a monthly basis. This cleaning will include not only dusting, but, if necessary, damp cleaning to remove dust, dirt, and other residue.

Rugs and Carpets: All rugs and carpets located in offices and other areas included in this specification shall be vacuum cleaned daily and area rugs shall be removed periodically or as scheduled to permit proper cleaning of the area covered by the rug. Carpet in Administration Building shall be spot-cleaned as necessary. Laboratory floors shall be swept and thoroughly mopped or scrubbed with a neutral/disinfectant-detergent and hot water solution, rinsed and dried daily.

Periodic Services: All windows shall be cleaned inside and out annually. All tile floors shall be stripped and finished monthly with the exception of Hopewell Water Renewal main conference room.

The approximate square footage is 15,400 sq. ft.

All regular cleaning should be done DURING work hours, which vary by building. The Solids Building/Maintenance Shop and Stores close at 3:30 p.m. The Administration Building closes at 5:00 p.m.

GENERAL TERMS AND CONDITIONS

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This compliance includes obtaining a Hopewell business license, if required, before work is performed.
- B. **EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR:** By submitting the bids/proposals, the bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. 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 the City 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 City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars (\$10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination 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 non-discrimination clause.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.
4. To provide a drug-free workplace for the contractor's employees.
5. To 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.

6. To state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in every subcontract or purchase order over Ten Thousand Dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

- C. **DIRECT TAXES:** All bids/proposals shall be submitted exclusive of direct Federal, State, and local taxes. However, if the bidder/offeror believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid/proposal price. Tax exemption certification will be furnished on request.
- D. **INDEMNITY:** The contractor agrees to defend, indemnify and hold harmless, the City of Hopewell and its members, officers, directors, employees, agents, and representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney's fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or resulting from breaches of contract, whatever by statute or otherwise.
Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at the site and, in order to effect this limitation of liability, the contractor agrees to insure or self-insure such property against any such risk.
- E. **SALES TAXES:** The City is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.
- F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this Bid/Proposal or be subject to being declared unresponsive. If unable to submit a Bid/Proposal, please sign and return this solicitation form, advising reason for no Bid/Proposal.
- G. **CONTRACTOR'S DEFAULT:** In case of default of the contractor, the City may procure the articles of service from other sources and hold the contractor responsible for any excess cost incurred thereafter.

- H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.
- I. **ETHICS IN PUBLIC CONTRACTING:** By submitting the bids/proposals, the bidders/offerors certify that the bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with the bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid/Proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Hopewell, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting the bids/proposals, the bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- M. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Hopewell, Virginia under said contract.
- N. **PAYMENT:** Payment by the City is due thirty days (30) after delivery is made to the City of Hopewell and inspection unless otherwise specifically provided: subject to any discounts allowed.

To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor

directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

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

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

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

To Subcontractors:

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

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

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

Conditions shall apply.

- P. **TESTING AND INSPECTION**: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Q. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- R. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Department may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Department a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Department's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing

Department or with the performance of the contract generally.

- S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.
- T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- U. **INSURANCE:** The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders/offerors may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's/offeror's failure to execute a contract awarded to him/her or upon the bidder's/offeror's failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.

At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor's failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the

amount of one hundred (100) percent of contract price is required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.
2. Employers Liability - \$1,000,000.
3. Comprehensive general liability for bodily injury liability and property damage liability shall be provided as to limits specified.
4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.
5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.
6. The contractor shall require each of his subcontractors to carry Workmen's Compensation Insurance and public liability and property damages liability.
7. Commercial General Liability - \$1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.
8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the specifications.

The contractor shall have executed and delivered to the City copies of all insurance certificates.

Executed copies of the performance bond shall become a part of all copies of the contract.

SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell,

Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.

- B. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Hopewell, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- C. **AWARD OF CONTRACT**: An award will be made to the lowest responsive and responsible bidder/offeror. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The City reserves the right to reject any and all bids/proposals in whole or in part, to waive any informality, and to delete items prior to making an award.

- D. **BID/PROPOSAL ACCEPTANCE PERIOD**: Any bid/proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- E. **CANCELLATION OF CONTRACT**: The Purchasing Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- F. **EXTRA CHARGES NOT ALLOWED**: The bid/proposal price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

- G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING**: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

- H. **PREPARATION AND SUBMISSION OF BIDS/PROPOSALS**: Bids/proposals must give the full business address of the bidder/offeror and be signed by him/her with his/her usual

signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

- I. **WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS:** Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him on the face of the bid. Written modifications may be made on the bid/proposal form itself, on the envelope in which the bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.
- J. **RECEIPT AND OPENING OF BIDS/PROPOSALS:** It is the responsibility of the bidder/offeror to assure that his bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid/proposal not properly addressed and identified.
- K. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the City of Hopewell reserves the right granted by §2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the city's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The city shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the city and the lowest responsive, responsible bidder.