

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF GENERAL SERVICES JOHN H. NEAL, JR. DIRECTOR RFP # 13-9454-7YD

July 26, 2013

#### REQUEST FOR PROPOSAL Annual Contract for Janitorial Services Administration, Annex and Human Services Building

Your firm is invited to submit a proposal to provide Janitorial Services for Henrico County General Services in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **five (5)** additional copies marked, "A PROPOSAL FOR JANITORIAL SERVICES", will be received no later than 2:00 p.m., August 23, 2013, by:

IN PERSON OR SPECIAL COURIER		U.S. POSTAL SERVICE
County of Henrico		County of Henrico
Department of General Services		Department of General Services
Purchasing Office	OR	P O Box 90775
1590 E. Parham Road		Henrico, Virginia 23273-0775
Henrico, Virginia 23228		

RFP This and addenda available the County of Henrico website at: any are on http://www.co.henrico.va.us/departments/genserv/purchasing/ To download the IFB, click the link and save the document to your hard drive. To receive an email copy of this document or any technical assistance please contact dan23@co.henrico.va.us.

Time is of the essence and any proposal received after **2:00 p.m., August 23, 2013**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, Department of General Services. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

A pre-proposal conference will be held on August 9, 2013 at 9:00 a.m. in Café 1611, located at the Government Center, Administration Building, 2<sup>nd</sup> floor, 4301 E. Parham Rd, Richmond, VA 23228. You are strongly encouraged to attend, as this conference will serve as an opportunity to further discuss details related to this project. At the conclusion of the pre-proposal conference a tour of the facilities will be conducted. This will be the only opportunity for your firm to tour the facilities.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the Director of General Services or Purchasing Director as provided for in County Code.

Technical questions concerning this Request for Proposal should be submitted to Yvonne Daniel at the address below by no later than **August 14, 2013.** 

Very truly yours,

John H. Neal, Jr. Director of General Services

Yvonne M. Daniel, CPPB, VCO Procurement Supervisor dan23@co.henrico.va.us 804-501-5686

#### REQUEST FOR PROPOSAL Annual Contract for Janitorial Services Administration, Annex and Human Services Building

#### I. <u>PURPOSE:</u>

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain the services of a qualified firm to provide Janitorial Services for the Administration, Annex and Human Services Buildings located in general government complex for the County of Henrico, Department of General Services. The Successful Offeror will propose a cost efficient project plan that can effectively manage services; possess technical expertise and resources to perform the required services; possess previous experience for similar size and type of buildings; and can performed services in a timely and efficient manner.

#### II. BACKGROUND:

The Department of General Services is responsible for the facilities management of all three buildings included in this RFP. The buildings are located at the main government complex along Parham Road between Staples Mill & Schrader Roads. The buildings included are:

Administration Building, 4301 E. Parham Road – total square footage 162,000
 Human Services Building, 8600 Dixon Powers Road – total square footage 87,000
 Administration Annex, 4301 E. Parham Road – total square footage 55,000

Enclosed herewith are details showing the approximate square footage area and the types of floor finishes and the number of restrooms, sinks, commodes, urinals, closets, elevators and stairwells in each building. Floor plans are not available for these facilities at this time. Offerors shall be advised that the information below is approximate. It will be the Successful Offeror's responsibility to verify exact quantities and measurements.

#### ADMINISTRATION BUILDING 4301 E. PARHAM ROAD

<b>D</b> : 1 <b>D</b>	0.000
Brick Pavers	6,900
Carpet	89,100
Ceramic Tile	3,880
Terrazzo	3,200
Raised Data Processing Area	3,400
Vinyl Tile	14,744
Total All Floors	121,224

## HUMAN SERVICES BUILDING 8600 DIXON POWERS ROAD

Brick Pavers	1,547
Carpet	44,593
Ceramic Tile	1,873
Vinyl Tile	5,623
Total All Floors	53,636

## ADMINISTRATION ANNEX 4301 E. PARHAM ROAD

Brick Pavers	910
Carpet	25,500
Ceramic Tile	<u>1099</u>

Total All Floors

27,511

BUILDING	BATH- ROOMS	SINKS	COMMODES	URINALS	STAIR- WELLS	ELEVATORS	CLOSETS
							2
Administration	21	47	35	16	7	4	7
Annex	8	16	12	8	2	2	4
Human Services	21	32	32	8	3	1	3

All sites listed above are serviced daily by County of Henrico employees. Services are not required for the parking garage cleaning or maintenance. The County is green LEED. All products must be green cleaning products with the exception of disinfectants.

## III. SCOPE OF SERVICES:

#### A. General:

- 1. Successful Offeror is required to examine carefully the work sites and the general terms, conditions and specifications to become fully aware of the scope of work and conditions to be encountered.
- 2. It is intended that the Successful Offeror shall perform all work under this contract with the Successful Offeror's own forces and shall not sublet any portion of the work. The contract hereby becomes non-assignable. An exception may be granted by written approval of the County of Henrico, Director of General Services and by conditions stipulated accordingly.
- 3. The Successful Offeror shall submit a Summary Invoice once each month, listing the contract price for each facility plus any additional services, as specified in the contract that were rendered during the month. Invoices shall be addressed to:

County of Henrico Department of General Services Attention: Klaus Illig PO Box 90775 Henrico, VA 23273

4. The County and the successful Offeror will develop a format for invoice preparation based on verified performance.

## B. <u>Specifications</u>:

#### Successful Offeror 's Performance:

- 1. The Successful Offeror shall include in their proposal, information which demonstrates knowledge and experience of facilities management. This shall include providing a scheduling plan that takes into account the logistics of providing personnel to multiple sites in order to meet this scope of services. The proposal shall list the needed resources of labor, equipment, supervision and hours required to effectively execute services. Proposal shall include an approach and solution on how to maintain resource levels, an analysis of potential risks and suggested remedies, and a means of measuring compliance with the requirements of the scope of services. Offerors should propose a work schedule of Monday through Friday between the hours of 5:00 p.m. to 9:00 p.m.
- 2. Successful Offeror shall furnish all supervision, labor, tools, appliances, equipment, supplies, and other accessories necessary to perform the custodial services at the County of Henrico buildings in strict compliance with all specifications. The Successful Offeror is required to leave cleaning equipment on site in a County provided secure area.
- 3. The Successful Offeror will provide emergency service as required and requested by the County. Emergency service will be billed at one and one-half times the hourly rate for extra work/credit noted in the price schedule. Successful Offeror will provide emergency telephone numbers.
- 4. Employees working and/or late meetings may make it impossible for the cleaning crews to clean those areas affected that night. If this occurs, the night County supervisor will make a list of the areas affected that night and forward to Maintenance Supervisor.
- 5. General contract specifications may be amended from time to time as considered necessary by the Director of General Services or his duly authorized representative by written communication to the Successful Offeror and shall have the same effect as if fully written herein. Changes may have to do with changes in work schedules, changes in work procedures, relocation of work, change in cleaning supply items, and the like.
- 6. The Successful Offeror hereby agrees that any of its employees who may be assigned to the Government Center Buildings to complete Successful Offeror's obligations under this contract shall be used exclusively for this purpose during the hours that they are assigned and they shall perform no other custodial work. However, specific exceptions to the provisions of this paragraph may be permitted by the Director or his duly authorized representative when such permission is obtained in writing. The Director or his duly authorized representative may refuse to permit the Successful Offeror to use any employees under this contract, if the Director or his duly authorized representative deems that individual to be unfit to work in any part or all capacities.

## C. <u>Materials, Supplies, Equipment and Uniforms:</u>

- The Successful Offeror shall furnish all materials, supplies, equipment and uniforms, <u>except for</u> toilet tissue, toilet seat covers, hand towels and hand soap necessary to properly perform services under this contract. Toilet tissue, toilet seat covers, hand towels and hand soap will be purchased by the County of Henrico and issued to the Successful Offeror as required. Sanitary napkin machines will be stocked and maintained as part of this contract by the Successful Offeror. The Successful Offeror will retain all proceeds from these machines. Replacement or repair of machines will be the responsibility of the County.
- 2. Cleaning equipment must be in good operating condition at all times. The appearance, cleanliness and suitability of all equipment must be acceptable to the Director or his duly authorized representative.
- 3. Offerors shall submit as part of their proposal a list of all equipment and materials to be utilized during the contract period. The Director or his duly authorized representative shall have the privilege of accepting or rejecting any product, material, equipment or supply items offered for consideration.
- 4. Cleaning equipment must be kept clean and in good repair.
- 5. The Successful Offeror agrees that all employees will be dressed in distinctive, clean, neat-appearing uniforms furnished, including laundering of the uniforms, by the Successful Offeror and paid for by the Successful Offeror. The Director or his duly authorized representative must approve uniforms.
- 6. Successful Offeror agrees that all employees will wear proper and neat appearing footwear while working on the Government Center premises.

## D. <u>Storage Space:</u>

- 1. The Successful Offeror shall store its supplies and equipment in janitorial closets and storage areas as designated by the Director or his duly authorized representative. Successful Offeror agrees to keep these areas clean and neat at all times and the storage condition in compliance with fire regulations.
- 2. Conditions of storage and size of containers for liquid products will require prior approval. All materials used must be manufactured under quality-controlled conditions with quality control batch numbers included on cases or containers.

## E. <u>Successful Offeror 's Employee Identification:</u>

1. **Criminal History Record Check** It will be the Successful Offerors responsibility, at its sole expense, to obtain the consent of and perform a State Police criminal history record check of any employee that will perform duties on County property pursuant to this Contract. If successful offeror will use other types of background checks such as a multi-state check, the offeror should include in his proposal a description of the method used to check backgrounds as well as the provider of such checks. If it meets the intent of the requirement, then it will be considered acceptable. Offerors shall be required to perform a criminal background check for the state in which they reside and also one for the State of Virginia. 2. The Successful Offeror shall immediately notify the County of any employee, assigned to work on County property, who has been convicted of any felony or any crime involving violence. Such employees will be prohibited from working on County property unless and until the Director of the department requesting janitorial staffing is so notified and agrees in writing to allow such persons on site. The County reserves the right to request, at any time, that the Successful Offeror certify in writing that it has completed the above-referenced criminal history record checks for any employee that will perform duties on County property pursuant to this Contract. Failure to provide written certification within thirty business days shall constitute a breach of this contract and be grounds for immediate termination of the contract without prejudice or penalty to the County.

## F. <u>Work Supervision:</u>

The Successful Offeror shall include in their proposal verifiable qualifications of key people and a back up plan that ensures proper supervision of employees when unexpected circumstances arise.

- 1. All work performed by the Successful Offeror shall be done in a workmanlike manner and satisfactory to the County's Building & Grounds Manager or his duly authorized representative.
- 2. The Successful Offeror shall provide a full-time Job Manager who shall be present a minimum of five days per week, Monday through Friday, 5:00 p.m. through completion of the evening shift. This Job Manager shall carry a cell phone at all times so he/she can be contacted by the County. The Job Manager shall be responsible to the County's Building & Grounds Manager or his duly authorized representative for the satisfactory performance of all custodial work under the Contract.

## G. <u>Custodial Personnel:</u>

- 1. The Successful Offeror shall include in their proposal a written procedure stating how new employees entering the Offeror's employment and assigned to County facilities will:
  - a) Receive proper training.
  - b) Obtain a criminal background report.
  - c) Identities of those persons and the locations of where they will be working must be conveyed to the office of the General Services Building and Grounds Manager prior to entering County property.
  - d) Documentation certifying employees received adequate training and that criminal background checks were done must be conveyed within a thirty day period, after the employee commences work, to the General Services Building and Grounds Manager. Under no circumstances shall the successful Offeror's employees be allowed to work in the Juvenile Courts and Probation Building or the Courts Building without the criminal background check being completed in accordance with the requirements listed in Section III.E.

- 2. The Successful Offeror shall instruct its employee that no gratuities shall be solicited or accepted for any reason whatsoever from County of Henrico employees or other persons using the premises.
- 3. All cleaning service employees must comply with the following requests while working in the Henrico County Government Center buildings:
  - a) Do not park any vehicles in RESERVED spaces.
  - b) Admittance to the buildings will be permitted with County authorized photographic identification cards. Cards will be either temporary or permanent depending on the status prescribed in Section III.G.1.c.
  - c) The entry times to the buildings shall be at 5:00 p.m.
  - d) Each employee is required to account for the hours he/she is present at the job sites. Falsification of time will be grounds for immediate dismissal of the employee.
  - e) A distinctive uniform or smock must be worn while working in the building. The Identification Card must be displayed on the chest area. Pockets are not considered proper display location.
  - f) Usually there are people working late in the buildings and they must be considered, and unnecessary noise and boisterous conduct will not be tolerated.
  - g) County telephones are not for your use. Public telephones are located in the main lobby of the buildings and may be used <u>if</u> absolutely necessary.
  - h) Employees are not permitted to use any machines such as computers, adding machines, dictation machines, or any of the materials in the office.
  - i) The only door that can be used for <u>entrance</u> or <u>exit</u> from the buildings is the main entrance door designated by the County. Exception will be the removal of trash from the buildings. All trash will be removed at a time and procedure to be determined in the proposal.
  - j) <u>DO NOT UNDER ANY CIRCUMSTANCES</u> open exterior door to permit a person or persons to enter or leave buildings.
  - k) Security Officers will not receive telephone calls or relay messages to cleaning employees.
  - I) Visitors will not be allowed in the buildings during assigned work hours.
  - m) Employees will not be permitted to loiter and must leave the building once work has been completed.
  - Articles found on the floors in the office, such as pens, papers, forms, etc. are not to be considered trash and should be placed on the nearest desk.

- o) Eating or drinking will be permitted in designated areas of the buildings only.
- p) Any and all containers that are brought in or taken out of the buildings are subject to search by Division of Police or Security Officer personnel.
- 4. The proposal shall establish the number of staff and hours needed for each building listed in this proposal to meet the requirements of this scope of work. A list of labor hours needed for daily routine work and a second list of labor hours needed to complete the weekly, bi-weekly and monthly duties as specified in the procedures will be present in the proposal. The number of hours agreed upon with the Successful Offeror's schedule shall be reflected on, and the dollar amount adjusted, on the invoice for work done or not done.

## H. <u>Record Keeping:</u>

Offerors shall submit a written procedure that ensures billing consistency and explaining the mechanics of preparing invoices that would be billed to the County. This would include itemized time sheets including verifiable documentation for non-routine services requested by the County.

## I. <u>Quality Control Program:</u>

- The Successful Offeror shall establish a complete quality control program to assure the requirements of the Contract are provided as specified. A draft Quality Control Plan is to be submitted with the proposal. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The program shall include, but is not limited to the following:
  - a) An inspection system which is tailored to the specific facility and which covers all services stated in the tasks and frequencies segment of the Contract. The Successful Offeror shall devise a checklist for use during performance of the work. The checklist must be signed and dated to indicate the time the inspection was completed. It is not permissible for the person performing the work to inspect and accept that work. The Successful Offeror's supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform.
  - b) The Job Manager (as defined in section III.F.2) shall make daily inspections to ensure that work is performed as specified. The Successful Offeror shall keep and file with the Director or his duly authorized representative, daily and weekly reports of completed or incomplete items in accordance with the specifications. Reports are an essential component of this Request for Proposal as it gives the County a means of assessing work progress and identifying problem areas.
  - c) The County may perform random inspections. The Successful Offeror may be required to accompany an inspection with the County representative and provide a report on any discrepancies noted.
  - d) Failure by the Successful Offeror to implement the approved plan and pursue it diligently from the commencement of the Contract shall be grounds for default.

## J. <u>Holidays:</u>

The County of Henrico will observe 10<sup>1</sup>/<sub>2</sub> holidays. The Successful Offeror will not be required to work on those holidays with the exception of Christmas Eve.

A list of these holidays will be given the Successful Offeror awarded the contract.

#### K. <u>Procedures</u>

#### ENTRANCES, LOBBIES AND HALLS AND LOADING DOCK AREA

#### Procedure #1

#### DAILY:

- 1. Empty waste receptacles into waste bag on the cart. Damp wipe soiled waste receptacles. Replace plastic liners when used in waste receptacles.
- 2. Dust mop uncarpeted floors with a wide treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from the floor with a dustpan. HEPA Vacuum mop head periodically to remove dust.
- 3. Spot wet mop-uncarpeted floors. Spray-buff floor finish as needed.
- 4. HEPA Vacuum traffic patterns in carpeted areas. HEPA Vacuum clean entrances mats and check carpets for spot cleaning.
- 5. Clean water fountains with a lotion-type cleanser, using a clean cloth or sponge. Use a percolator brush to clean fountain drains.
- 6. Spot-clean glass in entry doors, using glass cleaner in a spray bottle and a clean cloth.
- 7. Receptacles and the like will have all refuse removed and will be wiped off.
- 8. Wet mop ceramic, marble, concrete, terrazzo, brick and resilient floors completely.
- 9. Police entrance ways
- 10. Damp wipe book bins
- 11. Clean and polish metal to include thresholds
- 12. Spot clean carpets with approved spotter

#### TWICE WEEKLY:

- 1. Dust horizontal surfaces, such as window sills, ledges and furniture tops using a treated cloth, dusting mitt, or dust mop with a short handle.
- 2. Spot-clean glass, using glass cleaner in a spray bottle and a clean cloth.

#### WEEKLY:

1. Spot-clean walls, door facings and doors, using a detergent solution in a spray bottle and a clean cloth or sponge. Rinse with sponge and clear water in plastic spray bottle, as needed.

- 2. Dust mop floor, then -- using a floor machine equipped with a buffing brush or pad -- buff floor surfaces which show scuff marks, traffic patterns and wear. (Spray-buff floor finish). After buffing, dust mop the floors as necessary.
- 3. HEPA Vacuum all carpets with heavy-duty HEPA equipment.
- 4. Clean any metal trim with metal polish.
- 5. Clean baseboards in combination with floor mopping and vacuuming.

## MONTHLY:

- 1. Clean areas around air conditioning and heating outlets, returns for air grills and door louvers.
- 2. Clean tops of doorframes.
- 3. Machine scrub brick pavers.

# OFFICES, LOUNGES, CONFERENCE ROOMS, BOARD ROOM, CONSOLE ROOM, AND BASEMENT HALL

#### Procedure #2

- 1. Empty all waste receptacles. Damp wipe them as necessary to remove soil and replace plastic liners, where used, as needed.
- 2. Dust areas of furniture tops, vacant shelves, sills, and ledges. Use a cloth or dusting mitt. (Dust horizontal surfaces <u>daily).</u>
- 3. Spot-clean glass in doors, petitions, mirrors, and displays. Use a soft clean cloth with glass cleaner in spray bottle.
- 4. Spot-clean doors and walls with a cloth or sponge wet with detergent solution in a plastic spray bottle. Wipe dry as needed.
- 5. Dust mop smooth floors with a treated mop. Sweep concrete floors that are too rough to dust mop.
- 6. Using a mop and detergent solution, spot-mop all floors (except carpeted floors) to remove heavy soil.
- 7. HEPA Vacuum clean traffic pattern on carpeted floors. Rearrange furniture, as needed.
- 8. HEPA Vacuum clean upholstered furniture as needed.
- 9. HEPA Vacuum clean the carpeted floors in the Courtrooms and rearrange the furniture, as needed.
- 10. Spot clean carpets with approved spotter
- 11. Dust all bookshelves
- 12. When shelves are empty wet wipe all horizontal and vertical surfaces.

- 13. Damp wipe counters and sinks in departmental kitchen areas.
- 14. In County Manager's Conference Room kitchen, empty coffee from coffee machine urns and rinse thoroughly. Wipe interior and exterior of urns with dry paper towel. Clean dishes in sink unless there are more than ten, then take dishes to cafeteria dish room. Damp wipe all countertops and clean sink. Damp wipe icemaker and refrigerator. Using a mop and detergent solution, mop entire floor.

- 1. Using a cloth, dusting mitt, or a small short-handled dust mop, dust vertical furniture surfaces, wall vents, and vertical wall trim.
- 2. Clean metal trim.
- 3. HEPA Vacuum clean the entire carpeted area once each week and spot-clean as needed.
- 4. In areas that have ceramic, concrete, terrazzo, or resilient tile floors, mop the entire area.
- 5. In areas that have floors that are coated with floor finish or wax, buff the floors, using a floor machine equipped with a buffing pad or buffing brush. (Spray-buff floor finish). Dust mop the floor after buffing, as needed.
- 6. Take white paper recycling containers to pickup location in Administration, Administration Annex, and Court House.
- 7. Clean baseboards in combination with floor mopping and vacuuming.

#### BI-WEEKLY:

1. Venetian blinds will be dusted once every two (2) weeks.

#### MONTHLY:

- 1. Clean exposed high files, cabinets, and tops of doors.
- 2. HEPA Vacuum clean upholstered furniture.
- 3. Clean area around air conditioning and heating outlets, returns for air grills and door louvers.
- 4. Machine brick pavers.

## **RESTROOMS AND SHOWER FACILITIES**

#### Procedure #3

- 1. Empty waste containers and urns into waste bag on the cart or into the waste cart.
- 2. Remove trash from floor by sweeping with broom and picking up with a dustpan.
- 3. Re-supply paper, napkins, towels, and soap when needed. Clean mirrors with glass cleaner in plastic spray bottle and a clean cloth.

- 4. Prepare a cleaner-disinfectant solution in a ten-quart plastic pail.
- 5. Clean basins, shelves, hardware, and spot clean partitions and walls with a sponge wet with cleaner-disinfectant solution in plastic pail or spray bottle. Use cream cleanser and a sponge for removing stains or heavy soil, especially on basins. On walls and partitions, wipe dry with a cloth to prevent streaks.
- 6. Clean toilet seats and outside of toilets and urinals with a sponge and cleaner-disinfectant solution in plastic pail or from a plastic spray bottle. Wipe seats dry with a cloth.
- 7. Clean inside of bowls and urinals with a bowl mop, using the cleaner-disinfectant solution poured from plastic pail over mop.
- 8. Spot-clean stainless steel and chrome surfaces, using cloth dampened with stainless steel cleaner or metal polish.
- 9. Wash waste containers and urns as needed or weekly.
- 10. Mop floor, using cleaner-disinfectant solution in a mopping bucket (on the cleaning cart, if one is being used). Pick up solution with a wrung-out mop. About once a week, <u>or as needed</u>, the floors should be rinsed after mopping, using clear water (from a plastic pail on the cart, if a cart is being used.)
- 11. Clean benches in locker rooms with a sponge and cleaner-disinfectant solution in plastic pail or from a plastic spray bottle. Wipe benches dry with a cloth.
- 12. Dust tops and sides of lockers.

- 1. Clean tile walls and stall partitions, using cleaner-disinfectant solution.
- 2. Clean underside of basins with a sponge and cleaner-disinfectant solution. Clean hardware underneath, using cloth damp with stainless steel cleanser or metal polish.
- 3. De-scale fixtures, using organic-type bowl cleaner.
- 4. Clean baseboards in combination with floor mopping and vacuuming.

#### MONTHLY:

1. Machine scrub floors with floor machine and cleaner-disinfectant solution. Pick up solution with a wrung-out mop or wet/dry vacuum.

## VENDING MACHINE AREAS

#### Procedure #4

- 1. Empty waste receptacles into waste bag on the cart. Damp wipe soiled waste receptacles. Replace plastic liners when used in waste receptacles.
- 2. Spot-clean walls and machines using a detergent solution in a spray bottle and a clean cloth or sponge. Rinse with sponge and clear water in plastic spray bottle, as needed.

- 3. HEPA Vacuum carpeted areas and spot-clean as needed.
- 4. Dust mop smooth floors with a treated mop. Sweep concrete floors which are too rough to dust mop.
- 5. Using a mop and detergent solution, spot-mop all floors (except carpeted floors) to remove heavy soil. Spray buff floor finish as needed.
- 6. Damp wipe tables and chairs
- 7. Damp top hard surfaces
- 8. Spot clean trashcans
- 9. Clean all sinks, counter tops, microwaves and outside of refrigerators.

- 1. In areas that have ceramic, concrete, terrazzo, or resilient tile floors, mop the entire area.
- 2. In areas, which have floors that are coated with floor finish or wax, buff the floors, using a floor machine equipped with a buffing pad or buffing brush. (Spray-Buff floor finish). Dust mop the floor after buffing, as needed.
- 3. Clean baseboards in combination with floor mopping and vacuuming.

## MONTHLY:

- 1. Wash trash cans inside and out
- 2. Machine scrub brick pavers.

## CAFETERIA, ADMINISTRATION BUILDING

## Procedure #5

- 1. Empty waste receptacles and replace soiled disposable liners. Empty and wipe urns and ashtrays on dining tables.
- 2. Spot-clean glass in partitions, windows, and interior doors with glass cleaner in a spray bottle.
- 3. Spot-clean walls and doors with a sponge and detergent-disinfectant solution. Rinse with a sponge and clear water, as needed.
- 4. Dust furniture, sills and ledges with a dust cloth, a short-handled dust mop, or mitt. (Dust vertical surfaces and under furniture weekly).
- 5. Dust mop dry floors, using a treated dust mop. Use a broom on wet floors.
- 6. Mop hard or resilient floors with detergent-disinfectant solution. Rinse floors with a mop damp with clear water.

- 7. Sweep, hand scrub, and mop underneath the equipment in the kitchen nightly so that the floor area under the equipment will be clean, and ready for the machine scrub operation each night. Also sweep and mop under floor mats.
- 8. HEPA Vacuum carpets and check for spot cleaning.
- 9. Arrange furniture and adjust window coverings uniformly.
- 10. Each night, machine scrub the terrazzo floors in the kitchen area and behind the serving line with floor machine and cleaner-disinfectant solution. Pick up solution with a wrung-out mop or wet/dry vacuum.

## INFORMATION TECHNOLOGY AREAS

#### Procedure #6

#### DAILY:

- 1. Empty waste containers into waste collection cart, and dust inside of waste containers with a treated cloth or damp sponge. (When there appears to be dust inside a filled waste container, that container should be removed to outside the "clean" area for emptying into the waste cart.)
- 2. Pick up litter from floor.
- 3. Dust mop (lightly treated) or HEPA vacuum floors.
- 4. Spot-clean glass in partitions and doors, using glass cleaner in a spray bottle and clean, lintfree cloths or paper towels.
- 5. Damp mop resilient tile floors with detergent solution, using rayon mop.
- 6. Spray-buff resilient tile floors, using a clean soft spray-buff type pad under a floor machine. Change pads as often as necessary to prevent smearing to keep a clean pad surface in contact with the floor.
- 7. Clean the "Nevamar-LFT" raised floor. It is easily cleaned by damp mopping with a mild detergent. No scrubbing, sealing, waxing or refinishing is needed. Spot cleaning with a mild solvent will take care of stubborn stains. <u>Do not flood floor</u>.

#### WEEKLY:

- 1. Spot-clean doors, walls, and woodwork, using detergent solution in spray bottle and sponge. Rinse with clear water from plastic bottle, as needed.
- 2. HEPA Vacuum clean equipment, furniture and ledges, using a duster tool in a dry vacuum.
- 3. Clean baseboards in combination with floor mopping and vacuuming.

#### EVERY TWO WEEKS:

- 1. HEPA Vacuum all walls, ceilings, vents, and light fixtures, using the dry type vacuum.
- 2. Clean glass in partitions and doors, using glass cleaner in a spray bottle and clean, lint-free cloths or paper towels.

## Procedure #7

## DAILY:

- 1. Dust mop, using a small treated dust mop with short handle, where treads are smooth and soil is light. If soil is heavy or abrasive use a broom. Pick up soil and litter at bottom of stairs with a dustpan. Dust handrail and windowsills or ledges, using a dust cloth, dusting mitt, or small dust mop with short handle. A small "pack vacuum" may also be used to clean stair steps and risers.
- 2. If the above procedures do not clean the stairs thoroughly, then wet mop.
- 3. If soil, scuffs or shoe marks appear on the stair risers, wash them with a lotion-type cleanser and a heavy cloth or scrubbing brush to remove the marks.
- 4. Spot-clean walls, using detergent solution in spray bottle and a sponge or cloth. Difficult-toremove marks may be removed by carefully applying lotion-type cleanser with a damp sponge or cloth and rinsing thoroughly with clean water.

## WEEKLY:

- 1. Wash handrails with detergent solution and cloth. Use lotion-type cleanser where soil will not come off with detergent.
- 2. Wet mop
- 3. Spray buff all stair landings
- 4. Clean baseboards in combination with floor mopping and vacuuming.

## STAIRS (CARPET)

## Procedure #8

The Human Services Building has one stair, three (3) floors, with carpet.

- 1. HEPA Vacuum the carpet stairs.
- 2. Dust handrail and windowsills or ledges, using a dust cloth, dusting mitt, or small dust mop with short handle.
- 3. Spot-clean walls, using detergent solution in spray bottle and a sponge or cloth. Difficult-toremove marks may be removed by carefully applying lotion-type cleanser with a damp sponge or cloth and rinsing thoroughly with clean water.

1. Wash handrails with detergent solution and cloth. Use lotion-type cleanser where soil will not come off with detergent.

## ELEVATORS

#### Procedure #9

## DAILY:

- 1. HEPA Vacuum elevators with carpet floors and wet mop the elevator with the tile floor.
- 2. Spot clean elevator walls and doors with a damp sponge or dampened cloth using detergent solution. Dry with a clean dry cloth.
- 3. HEPA vacuum tracks and clean with cloth or tools as necessary.

#### WEEKLY:

1. Completely clean the elevator walls and doors as indicated above.

Note: There are 9 elevators located throughout the various facilities that will require cleaning.

## CARPET SHAMPOOING

#### Procedure #10

The carpet areas will be shampooed with a commercial dry foam carpet cleaner and a commercial shampoo machine as needed and requested by the Director of General Services or his duly authorized representative using the unit prices per square foot submitted by the successful Offeror on the Bid Form. The County reserves the right to perform this work independent of contract.

## STRIPPING AND WAXING

## Procedure #11

The tile areas will be stripped and waxed quarterly or as needed and requested by the Director of General Services or his duly authorized representative using the unit prices per square foot submitted by the Offeror in their Pricing Schedule. The County reserves the right to perform this work independent of the contract.

L.

## **Implementation**

Offerors shall propose a project schedule in order to begin the contract as of November 1, 2013.

The proposed implementation schedule should include as a minimum the following elements:

- Staffing
- Criminal record checks
- Inventory of equipment and supplies
- Time keeping
- Employee list provided to General Services Facilities Manager

• A copy of the daily work schedule

# IV. COUNTY RESPONSIBILITIES:

The County will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

# V. ANTICIPATED SCHEDULE:

The following represents a tentative outline of the process currently anticipated by the County:

0	Request for Proposals distributed	July 26, 2013
0	Preproposal Conference/Site Visits	August 9, 2013, 9:00 a.m.
0	Receive written proposals	August 23, 2013, 2:00 p.m.
0	Conduct oral interviews and Negotiations	September 11, 2013
0	Contract /Installation begins after	November 1, 2013

# VI. GENERAL CONTRACT TERMS AND CONDITIONS:

## A. Annual Appropriations

It is understood and agreed that the contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "contractor") shall not be entitled to seek redress from the County of Henrico, Virginia (the "County") should the Board of Supervisors fail to make annual appropriations for the Contract.

## B. Award of the Contract

- 1. The County reserves the right to reject any or all proposals and to waive any informalities.
- 2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing Office the Contract documents and any other forms or bonds required by the RFP.
- 3. The Contract resulting from this RFP is not assignable.

4. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the public bulletin board located at the following locations:

Purchasing Office North Run Office Complex 1590 East Parham Road Henrico VA 23228 Eastern Government Center 3820 Nine Mile Road Henrico VA 23223

Henrico Government Center 4301 E. Parham Road Henrico VA 23228

Notice of award or intent to award may also appear on the Purchasing Office website: <u>http://www.co.henrico.va.us/genserv</u>

# C. Collusion

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, 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. § 1 et seq.) or Section 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.

## D. Compensation

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

## E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

# F. Default

- 1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County's notice of default.
- 2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

# G. Discussion of Exceptions to the RFP

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate "Exceptions to RFP" section of the proposal so that such exceptions may be resolved before execution of the Contract. In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

# H. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

- 1. 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 drugfree 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.
- 2. 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 in accordance with the Virginia Public Procurement Act, 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.

# I. Employment Discrimination by Contractor Prohibited

- 1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):
  - (a) 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 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 the requirements of this section.
- The contractor will include the provisions of the foregoing subparagraphs (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.

# J. Employment of Unauthorized Aliens Prohibited

As required by Va. Code § 2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

# K. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any goods and/or services, the failure to provide any goods and/or services and/or goods furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

# L. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County (including Henrico County Public Schools) from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (Attachment A)

# M. No Discrimination against Faith-Based Organizations

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

# N. Offeror's Performance

- 1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
- 2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- 3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with normal operations will be held to a minimum.
- 4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

# O. Ownership of Deliverable and Related Products

- 1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
- 2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

# P. Record Retention and Audits

- 1. The Successful Offeror shall retain, during the performance of the Contract and for a period of three years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
- 2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

# Q. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

# R. Small, Women-Owned and Minority-Owned (SWAM) Businesses

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

http://www.co.henrico.va.us/departments/genserv/purchasing.

# S. Subcontracts

1, No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract. 2. The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Supplier Relations Coordinator (804-501-5689) or the Virginia Department of Minority Business Enterprises: <u>http://www.dmbe.state.va.us/</u>

# T. Taxes

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

# U. Termination of Contract

- 1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
- 2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
- 3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
- 4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

## V. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

# W. Environmental Management

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: (<u>http://www.co.henrico.va.us/genserv/pdfs/EnvironmentalPolicyStatement.pdf</u>), which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

# X. Safety

- 1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
- 2. The Successful Offeror shall have, at each location at which the Successful Offeror provides goods and/or services, a supervisor who is competent, qualified, or authorized on the work site, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and must be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
- 3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

# Y. Authorization to Transact Business in the Commonwealth

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

# Z. Payment Clauses Required by Va. Code § 2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- 2. Pursuant to Virginia Code § 2.2-4354, Successful Offerors that are proprietorships, partnerships, or corporations shall provide their federal employer identification numbers to the County. Pursuant to Virginia Code § 2.2-4354, Successful Offerors who are individual contractors shall provide their social security numbers to the County.
- 3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
- 4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
- 5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

# AA. Contract Period

- 1. The Contract period shall be from date of award through November 1, 2013 until October 31, 2014. The Contract price shall be firm for the Contract period.
- 2. After the Contract period, the Contract may be renewed for four (4) additional one-year terms upon written, mutual agreement between the County and the Successful Offeror. The price for each subsequent year after the Contract period may not exceed three percent (3%) above the previous year's fee and shall remain firm for the renewal year.

# VII. PROPOSAL SUBMISSION REQUIREMENTS:

- **A.** The Purchasing Office will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
- **B.** All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

- **C.** The Proposal Signature Sheet (*Attachment B*) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- **D.** The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- **E.** The time proposals are received shall be determined by the time clock stamp in the Purchasing Office. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
- **F.** By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- **G.** The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)
- I. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of its intentions.
  - 1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
  - 2. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.
  - 3. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.

- J. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved. Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach the Purchasing Office, Division of General Services, at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Office and it shall be signed by the Director of General Services or a duly authorized representative. Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Office before submitting a proposal.
- K. All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

## VIII. PROPOSAL RESPONSE FORMAT:

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
- B. The Offeror should include in their proposal the following:
  - 1. Table of Contents All pages are to be numbered
  - 2. Introduction

Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal

Proposal Signature Sheet – **Attachment B** Proprietary/Confidential Information - **Attachment C** Virginia State Corporation Commission Identification Number - **Attachment D** 

3. Executive Summary

Response to Scope of Services –The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled "Exceptions".

**Company Profile** – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time. The profile should include the number of years your company has been in business, the number of years in business under your present name and the number of customers serviced. **Project and Support Staffing** – Please provide responses to the following specific guestions:

- 1. Total number of staff:
  - a. In the entire company
  - b. Field workers including supervisors
  - c. In administrative support
- 2. Provide a brief description of your proposed project and support team including years of related experience.
- 3. Provide a copy of the Offeror's latest audited financial statements.

**Implementation Services** – Please provide a narrative description detailing your approach for providing the requested implementation services. Also provide the process utilized for obtaining criminal records checks and how they are utilizing when offering employment.

**Project Management** – Please provide a narrative description describing your approach for providing the requested project management services.

**Project Scheduling** – Please provide a narrative description describing your approach for providing a scheduling plan. This should include a work schedule tailored for each facility.

**Employee Training Program** – Please provide a copy with proposal submission.

**Quality Control Program** – Please provide a copy with proposal submission.

**References** – provide a minimum of four (4) references, which could attest to the Offeror's past performance to provide services similar to those required for the contract. The list should include contact persons, telephone numbers and email addresses, the original project start date and the end date. It is preferred that these references be in close proximity to Virginia and be for services provided in similar size facilities.

## **Pricing Schedules**

- a. Provide detailed pricing for all costs associated with providing the services for Section III. This should include all labor, supervision, equipment, supplies, insurance, training, and criminal records checks.
- b. Successful Offeror shall propose and be held accountable for submitting in his proposal the required man-hours and job classifications needed to effectively execute this scope of work.
- c. The Successful Offeror will submit with his proposal an hourly rate for additional work outside the scope of the resulting contract. This rate shall include wages, taxes, insurance, etc. The Successful Offeror will keep a detailed time accounting for each employee, based on his or her time card and submit to the County with the monthly invoice. Any man-hours under the proposed man-hour minimum will be credited on the invoice according to the hourly rate noted above.

**Appendices** – are optional for Offerors who wish to submit additional material that will clarify their response.

## IX. PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

	EVALUATION CRITERIA	WEIGHT
1.	Functional Requirements	
	Extent to which the proposed solution satisfies meets the RFP	
	requirements	25
	Clearly demonstrated understanding of the work to be	
_	performed	
2	Implementation of Services	20
	Project Management	
	Project Team	
	Project Schedule	
	Proposed Implementation process	
	Current Workload and ability to complete required work within	
	County schedule	
3	Process for obtaining and utilization of criminal records checks      Eventioned and Ovalifications	00
3	Experience and Qualifications	20
	<ul> <li>Specific experience, technical capabilities, competence, and qualifications of the Offerer and proposed percented assigned</li> </ul>	
	qualifications of the Offeror and proposed personnel assigned to provide the services in accordance with the Scope of	
	Services	
	<ul> <li>Previous and recent relevant experience of similar size and</li> </ul>	
	scope of work required (i.e. office and square footage)	
	Resume of proposed staff	
	Financial Stability of Firm	
	<ul> <li>References for projects of similar size and scope</li> </ul>	
	<ul> <li>Proposed employee training program</li> </ul>	
	Quality Control Program	
	Equipment List	
4	Price	30
5	Quality of proposal submission/oral presentations	5
	TOTAL	100

C. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified that the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

# ATTACHMENT A INSURANCE SPECIFICATIONS

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

#### Workers' Compensation

Statutory Virginia Limits Employers' Liability Insurance -

\$100,000 for each Accident by employee \$100,000 for each Disease by employee \$500,000 policy limit by Disease

## **Commercial General Liability - Combined Single Limit**

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability
Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

#### **Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

#### Excess/Umbrella Liability - \$2,000,000 per occurrence

- <u>NOTE 1:</u> The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Offeror's responsibilities outlined in the contract documents.
- <u>NOTE 2:</u> The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.
- <u>NOTE 3</u>: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

## Attachment B SUBMIT THIS FORM WITH PROPOSAL

# PROPOSAL SIGNATURE SHEET Page 1 of 2

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP").

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or 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.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:
PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHECKING THE APPROPRIATE BOX OR BOXES BELOW. Please refer to definitions on Page 2 prior to completing. Check all that apply.
☐ MINORITY-OWNED BUSINESS ☐ SMALL BUSINESS ☐ WOMEN-OWNED BUSINESS
□ NONE OF THE ABOVE
If certified by the Virginia Minority Business Enterprise (DMBE), provide DMBE certification number

and expiration date. \_\_\_\_\_ NUMBER \_\_\_\_\_ DATE

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <u>http://eva.virginia.gov</u>.

eVA Registered? YES NO

#### ATTACHMENT B PAGE 2 OF 2

#### DEFINITIONS

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

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

As used in the definition of "*minority-owned business,*" "*minority individual*" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "*Native American*" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

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

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

# ATTACHMENT C

## PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR:

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

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

# ATTACHMENT D

## VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

## The Bidder or Offeror:

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

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: