



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL
JANITORIAL SERVICES FOR PITTSYLVANIA COUNTY COURTHOUSE
COMPLEX**

RFP: 20171213

DATE: December 13, 2017

CONTACTS

**CONNIE GIBSON, PURCHASING MANAGER
(434) 432-7744**

**REQYEST FOR PROPOSAL
JANITORIAL SERVICES FOR COURTHOUSE COMPLEX**

Issue Date: December 13, 2017

RFP: 20171213

Issuing: Pittsylvania County, Virginia, Purchasing Department

Sealed Bids Will Be Received Until 2:00 P.M., January 11, 2018. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

Mailing address: Connie Gibson
Purchasing Manager
Pittsylvania County
Purchasing Department
P.O. Box 426 – 1 Center Street
Chatham, VA 24531

Copies of the Proposal Documents may be obtained at the Purchasing Department located in County Administration Building 1 Center Street, Virginia, at no charge. You may also download this bid at www.pittsylvaniacountyva.gov website.

All inquiries for bid information should be directed to: Connie Gibson, Purchasing Manager, telephone number: (434) 432-7744, connie.gibson@pittgov.org.

PRE-PROPOSAL CONFERENCE:

Pre-Proposal Mandatory Conference – There will be a **mandatory** pre-proposal conference on **Thursday, December 28, 2017, at 1:00 p.m.**, in the County Administration Conference Room, 1 Center Street, Chatham, Virginia. Representatives from the County will be available to discuss our needs and answer all questions. We will have a walk-through of all the buildings.

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Name and Address of Firm:

Date: _____

By: _____

Signature

Print Name

Title

Telephone Number: _____

e-mail: _____

FIN: _____

REFERENCES: Provide at least 3 references that you currently provide janitorial services. Please include the company's name, contact person and phone number.

1.

2.

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1. PURPOSE:

The intent of this Request for Proposal is to establish a contract with a qualified vendor or individual to provide janitorial services for the Pittsylvania County Courthouse Complex. The County's intent is to award a one (1) year contract with an additional four (4) one-year renewals, subject to mutually agreed upon pricing and terms and conditions.

2. SCOPE OF WORK:

The contractor shall furnish all labor and supervision to clean the Courthouse Complex which includes but not limited to: All offices, Circuit Court, Circuit Court Room, jury rooms, cells, J&D Court, J&D Court Services, General District Court, Treasurer's offices, Commonwealth Attorney's offices, Commission of Revenue, Clerk of Court offices and deed rooms. All bathrooms, lobbies and hallways to be include. Schedules must be planned for the courts because of court cases that may be scheduled. Some work may be scheduled after hours.

3. CONTRACTOR'S PERSONNEL:

1. *Supervisor:* The Contractor shall assign not less than one qualified supervisor to physically supervise the Contractor's employees and to ensure adherence to the cleaning schedule. The supervisor also shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the following rules:
 - a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
 - b. Contractor's employees shall adhere to the non-smoking environment. Smoking will not be permitted inside the complex at any time.
 - c. No loud or boisterous conduct will be permitted.
 - d. Contractor's employees will not open desk drawers or cabinets at any time.
 - e. Contractor's employees are not to use or tamper with computers, office machines, equipment, or employees' personal property at any time, whether it is inside a desk or cabinet or not.
 - f. Contractor's employees may not use the telephones at any time.
 - g. Contractor's employees shall be made aware of and follow safety procedures of the contractor and the County.
 - h. No one shall be in the building during cleaning except for the Contractor's employees and/or employees.
 - i. The work shall be under the supervision of, and inspected by, the Director Building and Grounds.

4. SPECIFICATIONS FOR THE WORK

The following specifications are intended to serve as a guideline only. The successful bidder shall perform all work to the complete satisfaction of the County. The successful bidder may deviate from the established standards if the Building and Grounds Director approves the deviation, and if such deviation will improve the

quality of service received, provided the deviation does not affect a price increase in the cost of the contract.

1. **Level of Service:** The Contractor shall provide a level of cleaning equal to standards defined by the Building Service Contractor Association for adequate cleaning. Adequate shall be defined as a cleaning standard that will provide no serious criticism.
2. **Cleaning times:** The Contractor shall perform the tasks of each area or item in the frequencies specified: the Complex is to be cleaned three times a week during working hours. Some areas may be allowed after hours.
3. **Cleaning Supplies and Equipment:** The Contractor shall furnish all cleaning supplies (must be non-toxic products), mops, brooms, and vacuum cleaners. Pittsylvania County will furnish toilet paper, paper towels, keys to toilet paper and paper towel dispensers, and soap for the dispensers. The contractor shall not use any products, supplies, or equipment that are injurious or damaging to the surface to which they are applied or exposed. The Contractor shall be responsible for restoring/replacing any equipment/facilities, furniture, floor coverings, etc., so damaged.
 - A. **Dusting and Cleaning:** The contractor shall dust and clean all horizontal surfaces once a week. Horizontal surfaces include, counter tops, chairs, tables, couches, file cabinets, wall-mounted fixtures and picture frames. Surfaces shall be free from dust after dusting is completed. Wipe down water fountains.
 - B. **Door and Window Care:** Glass entrance doors shall be cleaned of spots and smudges at each cleaning.
 - C. **Mat Care:**

Entry mats shall be vacuumed and shaken-out at each cleaning.
 - D. **Tile floor care and carpets:**
 1. The tile or vinyl flooring in bathrooms and foyer should be swept clean and damp mopped three times a week with a germicidal cleaner.
 2. All tile/vinyl floors including hallways, bathrooms and offices shall be striped and waxed once a year.
 3. **Carpet Floors**

All carpets to be vacuumed at least twice a week.
List in the Cost sheet attached, the cost for the Circuit Courtroom carpets to be cleaned once a year. Other carpet cleaning quotes will be requested when needed.
 - E. **Restroom facilities:**

1. Restroom walls shall be spot-cleaned bi-weekly with a germicidal cleaner.
2. All commodes, seats, lavatories, and urinals shall be cleaned at each cleaning using a germicidal cleaner with brush or swab as required, inside and out including the flushing rim. The exterior of all fixtures shall be wiped dry including piping. All fixtures shall be left free from stains, streaks, and any marks or deposits.
3. All mirrors shall be cleaned weekly with glass cleaner.
4. Wipe clean all soap, towel, and toilet tissue dispensers. Soap, toilet tissue, and paper towels shall be replenished at each cleaning as needed.

E. Trash:

1. empty trash and replace bag in restrooms and offices at every cleaning.

5. SECURITY

1. Building Security: The Contractor will assure that each and every one of its owners, officers, employees and agents who will be in a County Building (hereafter referred to as "personnel") comply with the security requirements set forth in the Contract. The Contractor will ensure compliance with these requirements before any contractor's employee is permitted within the building during and after business hours. The purpose of these security requirements is to prevent the commission of crimes within the buildings.
2. Contractor will be responsible for all keys and card access badges issued to them. The Contractor shall sign for and will return same to Contract Administrator upon request. The Contractor shall be responsible for replacing lost keys/access fobs and or rekeying locks, if necessary, at no additional expense to Pittsylvania County.
3. Non-custodial staff, including but not limited to, family members and friends of the contractor's custodial staff *are not allowed in the building at any time unless* they have been approved in advance, in writing, by the Contract Administrator.

6. PLAN OF OPERATION: Within thirty days after the award of the contract, the Contractor shall submit to the Purchasing Manager a complete plan of operation to include the following:

1. Number of employees assigned to each area.
2. Name, address, and telephone number of each assigned manager and the assigned supervisory functions.

7. GENERAL REQUIREMENTS

1. The contractor shall provide custodial services for the specified locations maintaining high standards of cleanliness, sanitation and protection of the physical facility.
2. All personnel shall undergo background checks at the cost to the contractor.
3. The contractor shall provide all required information to the County to facilitate the background checks. The contractor shall comply with applicable state and federal standards in screening and hiring prospective employees.
 - a. No employee who possesses a felony criminal record may be assigned duties under any contract subsequent to this RFP.
4. The contractor shall be responsible for adequately training and equipping all personnel to be assigned duties to any contract subsequent to this RFP.
5. The contractor shall provide to the County a list of all personnel employed by the contractor that will be providing services under the contract. The list shall include the full legal name and address of each employee
6. Pittsylvania County reserves the right to order the contractor to remove any personnel that exhibit poor work habits or conduct deemed objectionable by the County from performing duties under any contract subsequent to this RFP.
7. The contractor shall be responsible for training their personnel in the security requirements of the County facilities and be responsible for enforcement of the same.
8. The contractor shall be responsible for the cost to replace lost keys, access fobs and/or re-key locks following the loss of keys.
9. The contractor shall be responsible for the cost of lost access cards.
10. The contractor shall be responsible for safe guarding against the loss, theft or damage of all County property, materials, and accessories which may be exposed to the contractor's personnel.
11. Guns, knives, weapons, alcohol and drugs are prohibited on County property. The use of tobacco products are prohibited in County facilities.
 - a. Any damage to the grounds, facilities, equipment, furnishings, and finishes resulting from the performance of the contracted services or acts of the contractor's personnel, shall be repaired/replaced to the satisfaction of the County at the contractor's expense.
12. The contractor shall supervise their personnel in the execution of all contractual responsibilities.
13. All chemicals and equipment shall be maintained and used in strict conformance to OSHA requirements and commonly recognized safety standards.

8. ALTERNATIVE 2 OPTION

Pittsylvania County reserves the right to add any buildings to the contract when needed. **We are requesting a price for the buildings separate from the Courthouse Complex.** The following buildings may be added:

- County Administration
- Depot Building
- Registrar's office

- E911
- Zoning
- B&G
- Sheriff's Office
- Community Policy Management
- Community Center
- Health Department

These building to be cleaned 3 times a week. Same scope as the Courthouse Complex building.

9. EXTRAS

Pittsylvania County will be requesting cost for carpet cleaning and floor stripping and waxing in different areas of the County. We will request quotes when needed.

10. INSTRUCTIONS TO OFFERORS

- A. This procurement shall be conducted in accordance with the competitive negotiation procedures of Pittsylvania County Procurement Policy. The Procurement Policy is available at: www.pittsylvaniacounty.va.gov.
- B. Questions or requests for clarification may be emailed to Connie Gibson, Purchasing Manager at connie.gibson@pittgov.org.
- C. Four (4) copies and one (1) original indicated as "Original" of Proposals shall be submitted to:

Pittsylvania County, Purchasing Department
P.O. Box 426, 1 Center Street
Chatham, VA 24531

- D. All Proposals must be in a sealed envelope or box and clearly marked with the following information: "Sealed Proposal, RFP #20171213 Janitorial Services for Courthouse Complex" and company name and address. Proposals not so marked or sealed may be returned to the Offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Offeror. All expenses incurred for submitting shall be borne by the Offeror.

All Proposals shall be received by 2:00 PM on January 11, 2018

- E. The Offer shall submit a proposal that demonstrates and provides evidence that the Offer is able to provide suitable goods and/or services and has the capabilities professional expertise, and experience to provide janitorial services.

8. PROPOSAL REQUIREMENTS

- A. The proposal shall provide information necessary for Pittsylvania County to evaluate the qualifications, experience, and expertise of the proposing firm to perform janitorial services. The proposal shall also demonstrate the experience and capabilities of the Offeror in providing the goods and services to local and/or state governments.
- B. The proposal shall contain a CONCISE summary of the subject items described in the proposal evaluation criteria.
- C. The proposal shall clearly indicate primary contact and assigned personnel. Offeror shall provide the name of the Offeror and firm, if any, the address and telephone number, and the name and title of the primary and secondary individuals who would be responsible for providing these goods and/or services to the County.
- D. The proposal shall demonstrate Offerors experience in providing Scope of Services.
- E. Offeror shall provide a minimum of three references of other similar size organizations utilizing janitorial services that they have provided. The references shall include names, phone numbers and email addresses of key contact personnel.
- F. Offerors shall indicate any exceptions taken to any part of this Request for Proposals. Offerors shall fill out and clearly identify any proprietary information and return with proposal response. Identify the specificity of the data or other materials for which protection is sought, indicate the section and page number where it can be found in the Offerors RFP response and state the reasons why protection is necessary in accordance with the Code of Virginia, Chapter 43, § 2.2-4342.
- G. Offerors shall provide a table of contents and number all pages of their proposal response and shall fill out and return the cover page of this RFP signed by a person with corporate authority to enter into any contract which may result from the RFP.
- H. Offerors shall provide their current workload with particular reference to personnel and other resources being proposed.
- J. Offerors shall provide cost for services stated in the proposal. The cost shall be weekly or as requested in spreadsheet.
- K. Offeror shall include a copy of their State Corporation Commission Certificate of Good Standing.

9. PROPOSAL EVALUATION CRITERIA

A. Selection of the successful Offeror(s) will be based upon submission of proposals meeting the selection criteria. The Selection Committee (SSC) will use the following criteria in its review and evaluation of the Proposals:

EVALUATION CRITERIA WEIGHT

1. Qualifications and Experience of Offeror in Providing Similar Services. 30 points
2. Approach for Providing Services to Meet the Statement of Needs. 30 points
3. Proposed price based on weekly charges. 25 points
- 4 Quality, completeness, and responsiveness of the proposal. 15 points

SPECIAL TERMS AND CONDITIONS

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with 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 agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County reserves the right to make multiple awards as a result of this solicitation. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). 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 than 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 contractor's proposal as negotiated.

REMOVAL FROM DUTY: The County may require the removal of any Contractor's employee from the worksite who is deemed to be untrained, careless, and insubordinate, under the influence of drugs or alcohol, or incompatible with the library environment.

RENEWAL OF CONTRACT: The County's intent is to award a one (1) year contract with an additional four (4) one-year renewals, subject to mutually agreed upon pricing and terms and conditions. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Household Operations category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

NON-APPROPRIATION BY PUBLIC BODY: Bidder acknowledges that Pittsylvania County is a governmental entity, and that contract validity is based upon the availability of public funding under the authority of the Board of Supervisors. In the event that public funds are unavailable and/or not appropriated for the performance of the County's obligations under any contract, then the contract shall automatically expire without penalty to the County upon receipt of written 30-day notice by the County to the Contractor of the unavailability and/or non-appropriation of public funds.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award, as a result of this solicitation, the County will publicly post such notice on the Pittsylvania County website (www.pittsylvaniacountyva.gov) and at the County Administration Building, located at 1 Center Street, Chatham, VA, 24531.

WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

CANCELLATION OF CONTRACT: The purchasing agency 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 60 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.

COOPERATIVE PURCHASE: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Pittsylvania County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

ATTACHMENTS THAT SHOULD BE RETURNED WITH BID:

1. Official Bid Form, page 3
2. Statement of Disclaimer, page 19
3. Contractor Eligibility, page 19
4. Cost Price sheet, page 20
5. Copy of Insurance Certificate

**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS
PURCHASING DEPARTMENT**

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

And purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

- A. **Nondiscrimination Clause:** 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. **Equal Opportunity Employer:** 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.**

(2) **Subcontractors:** The contractor will include the provisions of the foregoing paragraphs 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.

(3) Drug Free Workplace – During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions.

Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a 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 is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either

party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the part of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices

regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required

Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **Copies of insurance certificates shall be submitted with all bids/proposals.**

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

Attach

STATEMENT OF DISCLAIMER

RE: _____ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

COST Spreadsheet				Total
		Cost per week		
Courthouse Complex	3 x weekly		x 52	
Courtroom Carpet Cleaning	once a year		x 1	
Tile/vinyl floors stripped and waxed	once a year			
Main Entry floor			x1	
Second Floor (General District Ct)			x1	
Top Floor (Cuircuit Ct and J&D Ct)			x1	
includes bathrooms				
Alternative 2- do not include waxing/stripping or carpet cleaning	3 x weekly	Cost per week		
County Administration				
Depot Building				
Registrar's Office				
E911				
Zoning				
B&G				
Sheriff's Office (Moses Building)				
Community Policy				
Community Center				
Health Department				

Stripping and waxing /carpet cleaning per building once a year			
	COST		
County Admin Building			
Registrar's Office			
E911			
Zoning			
B&G			
Sheriff's Office			
Community Policy			
Community Center			
Health Department			