

INVITATION FOR BID

TITLE: **COMMERCIAL OFFICE CLEANING SERVICES**

ACCEPTANCE DATE: Prior to 12:00 p.m. – May 23, 2019

IFB NUMBER: May-2019-Northgate

ACCEPTANCE PLACE: Western Tidewater Community Services Board
7025 Harbour View Blvd., Suite 119
Suffolk, Virginia 23434

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

Carol L. Ellis
Procurement/Facilities Management
(757) 966-2805, ext. 1417
Email address: cellis@wtcsb.org

Issue Date: May14, 2019

Note: The Purchasing Department is not responsible for providing addenda if the bidder is not listed as a prospective bidder.

INVITATION FOR BID

COMMERCIAL CLEANING SERVICES

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

1.0 PURPOSE

The intent of this Invitation for Bid is to hire one contractor to provide commercial cleaning services to the Western Tidewater Community Services Board (WTCSB). The WTCSB anticipates awarding a one-year contract with up to two (2) additional one-year renewal options.

2.0 COMPETITION INTENDED

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

3.0 MINIMUM QUALIFICATIONS

- 3.1 The Contractor shall own and have in good repair all equipment necessary to perform the described services.
- 3.3 The Contractor shall have the experience and knowledge of commercial office cleaning. Bidders shall provide a list of at least three (3) current references for whom comparable work has been performed in the space provided on the BID FORM.

4.0 SPECIFICATIONS

4.1 General

Cleaning of 11,126 square feet of commercial office space.

OFFICES, ENTRANCES, RECEPTION AREAS, HALLWAYS & CONFERENCE ROOMS

Dusting of all accessible fixtures and office furniture including file cabinets, desks, credenzas, countertops and display units 3 times per week.

Dust all high and low vertical and horizontal surfaces and corners not cleaned in the course of normal dusting 1 time per month.

Dust blinds, sills, jams, light fixtures and ceiling vents accessible from the floor 1 time per month.

Spot clean on all doors, doorframes, light switches, walls, and furniture 5 times per week.

Vacuum fabric covered furnishings and/or wet wipe with disinfectant all-purpose cleaner to remove dust and soil 5 times per week.

Empty all waste/trash receptacles; replace liners and spot clean receptacles as needed, transport trash to designated area for removal 5 times per week.

Clean and sanitize telephones, drinking fountains, water coolers using

hospital grade disinfecting all-purpose spray and glass cleaner 5 times per week.

FLOORS, CARPET & TILE:

Vacuum all carpeted areas using commercial approved vacuum, mop hard surface floors using flat mopping system and disinfecting finished floor cleaner 5 times per week.

KITCHEN, LUNCH ROOM

Clean kitchen countertop, tables and sinks using hospital grade disinfecting all-purpose spray and glass cleaner 5 times per week.

Spot clean appliances and equipment to remove visible soil using all-purpose disinfectant cleaner 5 times per week.

Empty all waste/trash receptacles; replace liners and spot clean receptacles as needed, transport trash to designated area for removal 5 times per week.

RESTROOMS:

Clean and disinfect washbasin, toilet bowls, urinals, and counter tops using disinfecting cleaner 5 times per week.

Spot clean wall and toilet partitions using disinfecting cleaner 5 times per week.

Empty all waste/trash receptacles; replace liners and spot clean receptacles as needed, transport trash to designated area for removal 5 times per week.

Mop hard surface floors using flat mopping system and disinfecting finished floor cleaner 5 times per week.

Restock paper towels, toilet tissue, hand soap, liners and deodorizing products 5 times per week.

If the Contractor is unable to perform the work in the time required, the WTCSB reserves the right to obtain services from another qualified contractor.

It is understood and agreed that the WTCSB will not guarantee any minimum amount of work. Any contract resulting from this solicitation shall obligate the WTCSB to utilize the successful bidder for the services described. Should the Contractor fail to respond within the designated time, the WTCSB reserves the right to secure services from other sources; the Contractor shall be liable for any additional expense.

The Contractor shall submit a monthly invoice. Payment will be made in accordance with normal semi-monthly payment schedules; terms will be net thirty (30) days upon receipt of invoice. All invoices must be submitted within forty-five (45) days following completion of job.

Prior to submitting a bid, it shall be the Bidder's responsibility to thoroughly examine the bid 5

documents and familiarize him or herself with local conditions that may in any way affect cost, progress, or performance of work.

4.2 Employees

If any person employed on the job by the Contractor shall appear to the Facilities Manager to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on request of the WTCSB, and shall not again be re-employed on the same project except on written consent by the WTCSB.

All employees of the Contractor shall be clearly identifiable by name badge or uniform with the name of the company and the name of the employee.

4.3 Evaluation

Award will be made to the lowest responsive and responsible bidder based on fee per hour as applied to the **EVALUATION CRITERIA** listed in the **BID FORM**. Evaluation Criteria is based on actual jobs performed during the past six-months. Due consideration shall be given to price as well as previous experience and the ability of the bidder to render the required services.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 Procedures.

The extent and character of the services to be performed by the contractor shall be subject to the general control and approval of the Finance Director or authorized representative(s). Any change to this agreement must be approved in writing by the Finance Director and the Contractor.

5.2 Contract Period

The contract shall cover the period from June 1, 2019 through May 31, 2020. The contract may be renewed based on the terms and conditions at the expiration of its term by mutual agreement of the supplier and the WTCSB. The WTCSB may renew the contract for up to two (2) additional one-year periods through May 31, 2022.

Notice of intent to renew will be given to the Contractor in writing by the WTCSB, normally 60 days before the expiration date of the current contract.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of twelve (12) months. Any request for an increase in rates will be submitted in writing to WTCSB within 90 days of initial contract expiration. Any request for increase in rates shall be limited to the lesser of the Consumer Price Index for all Urban Consumer (CPI-U) — Other Goods and Services or 3%. The WTCSB does not guarantee any rate increases.

5.3 Contract Quantities

The quantities specified in this contract are estimates only.

Quantities shown shall not be construed to represent any amount which the WTCSB shall be obligated to purchase, or relieve the Contractor of its obligation to fill all orders placed by the WTCSB.

5.4 License Requirement

All firms doing business in the WTCSB are required to have a business license.

5.5 Insurance.

Contractor shall purchase and maintain the following insurance coverage:

Workers Compensation

As statutorily required by the Commonwealth of Virginia. Employers Liability insurance coverage with limits of not less than \$1,000,000 aggregate, and \$500,000 per occurrence.

b. Commercial General Liability

With limits of not less than \$1,000,000 aggregate, and \$500,000 per occurrence for bodily injury / death.

Products & Completed Operations coverage with limits of not less than \$500,000 aggregate, and \$250,000 per occurrence.

Property / Physical Damage coverage with limits not less than \$500,000 aggregate, and \$250,000 per occurrence.

c. Auto Liability insurance

With limits of not less than \$1,000,000 aggregate, and \$500,000 per occurrence.

d. An Umbrella policy / Excess insurance coverage encompassing:

Workers Compensation
Commercial General Liability
Property Damage
Auto Liability

e. Should the Contractor lease his equipment, it shall be the Contractor's responsibility to obtain any necessary additional insurance, at Contractor's expense.

f. A certificate evidencing the above insurance coverage shall be provided by the contractor to the WTCSB prior to the commencing work. The WTCSB shall be named as an Additional Insured; endorsements of same shall be submitted with certificate. It shall be the Contractor's responsibility to keep the required insurance coverage's in full force, and without lapse, during the entire term of this agreement. Notices of cancellation or any changes to insurance shall be provided to the WTCSB thirty (30) days prior to the effective date of such change or cancellation.

5.6 Hold Harmless Clause

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

5.7 Safety

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

5.8 Anti-Discrimination

By submitting their bids, bidders certify to the WTCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

5.9 Ethics In Public Contracting (SEC 2.2-4367 ET. SEQ. CODE OF Virginia)

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

5.10 Immigration Reform, and Control Act Of 1986

By submitting a bid, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal immigration Reform and Control Act of 1986.

5.11 Debarment Status

By submitting a bid, bidders -certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

5.12 Antitrust

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

5.13 Drug-Free Workplace

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale,¹⁰

distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

5.14 Exemption From Taxes

The WTCSB is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the WTCSB tax exempt status will be furnished.

5.15 Bidder Qualification.

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

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

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

5.16 Method of Payment

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

Invoices shall be submitted to:

Western Tidewater Community Services Board 7025
Harbour View Blvd, Suite 119
Suffolk, VA 23435

Upon acceptance of work, the WTCSB will render payment within thirty (30) days of receipt of invoice.

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

5.17 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the supplier.

5.18 Assignment of Contract

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

5.19 Termination

Subject to the provisions below, the contract may be terminated by the WTCSB 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 the contract may be extended upon written approval of the WTCSB until said work or services are completed and accepted.

a. Termination for Convenience

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

b. Termination for Cause

Termination by the WTCSB for cause, default or negligence on the part of the contractor 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 for Cause.

c. Termination Due to Non-Appropriation of Funds in Succeeding Fiscal Years

d. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred.

5.20 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

6.0 INSTRUCTIONS TO BIDDERS

6.1 Submission of Bids

Pricing must be submitted on the Request for Bid pricing form; failure to submit a bid on the official WTCSB form provided for that purpose shall be a cause for rejection of the bid. Include other information as requested or required. All bids shall be submitted in a sealed envelope and properly identified with the bid number, bid name and time and date of opening. Bids must be received by 12

the Purchasing Department no later than the time specified on the opening date. Bids may be mailed/delivered to the Western Tidewater Community Services Board, Carol L. Ellis, Procurement Manager, 7025 Harbour View Blvd., Suffolk, VA 23434. Faxed and e-mailed bids shall not be accepted. It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time.

6.2 WTCSB Contact

Questions related to bid submittals should be directed to;

Carol L. Ellis
Procurement/Facilities Management
(757)966-2805, ext. 1417
cellis@wtcsb.org

Carol L. Ellis, Procurement/Facilities Management, is the designated authorized spokesperson for the WTCSB with respect to this IFB. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the WTCSB regarding this IFB.

6.3 Firm Pricing

Bid price must be firm for WTCSB acceptance for ninety (90) days from bid opening date.

6.4 Pricing to be F.O.B. Destination — Freight Included

Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the WTCSB's location(s) at the unit cost. No additional shipping charges shall be allowed.

6.5 Unit Price

Bid unit price on quantity specified — extend and show total. Bids subject to unlimited price increases will not be considered.

6.6 Authority to Bind Firm in Contract

Bids must include full legal firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show Title or Authority to Bind Firm in a Contract.

6.7 Withdrawal of Bids

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

6.8 Rejection of Bid

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

6.9 Late Bids

Late bids will be returned to bidder unopened, if opening date and bidder's return address is shown on the container. Late bids shall not be accepted. It is the responsibility of the bidder to ensure the bid is received prior to the bid acceptance time.

6.10 Rights of the Western Tidewater Community Services Board

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

6.11 Negotiation with the Lowest Responsive Bidder

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

6.12 Inclement Weather/Closure.

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

6.13 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the WTCSB will publicly post such notice on the bulletin board located outside of the Purchasing Department, 7025 Harbour View Blvd., Suite 119, Suffolk, VA for a minimum of ten (10) days.