

**CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
June 1, 2017**



Invitation for Bid G170016038
Janitorial Services

Mandatory Pre-Bid Conference:

Date and Time: June 7, 2017, 10:00 A.M.

Location: City Hall, 900 East Broad Street, 7th Floor, Rm. 704 Large Conf. Rm.
Richmond, VA 23219

Optional On-Site Visits:

Date(s): June 12th, 13th, & 14th 2017

Time(s): 9:00 A.M. and 1:30 P.M.

Start Location: City Hall, 900 East Broad Street, 11th Floor, Rm. 1103 Lobby
Richmond, VA 23219

Bid Due Date: June 21, 2017 / Time: 1:00 P.M.

Bid Opening Date: June 21, 2017 / Time: 1:00 P.M.

Bid Receipt Location: City Hall, 900 East Broad Street, 11th floor, Room 1103
Richmond, VA 23219

Invitation for Bids Prepared by:

Name: Gary Hundley

Title: Contract Specialist

Telephone: (804) 646-2670

Fax: (804) 646-5989

Email: gary.hundley@richmondgov.com

City of Richmond, Department of Procurement Services

900 East Broad Street, Room 1104, Richmond, VA 23219

<http://www.richmondgov.com/Procurement/BidsProposals.aspx>

SIGNATURE SHEET

This signature sheet must be included as part of the bidder's bid, or the City will not consider the bid. The bidder's signature below certifies that this bid as submitted complies with, and the bidder agrees to be legally bound by, all terms and conditions set forth in Invitation for Bids No. **G170016038** for **Janitorial Services**. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this bid on behalf of the bidder.

Complete Legal Name of Bidder Firm: _____

"Order from" Address: _____

"Remit to" Address: _____

Federal EIN / SSN: _____

Authorized Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Telephone Number with Area Code: _____

Fax Number with Area Code: _____

E-Mail Address: _____

Date: _____

STATEMENT OF NO OFFER

Bidders not submitting an offer for the commodity or service requested must fax this form to the Department of Procurement Services at (804) 646-5989 prior to the solicitation due date. Questions concerning requirements must be brought to the attention of the Contracting Officer responsible for this solicitation **at least ten business days prior to the solicitation closing date.**

IFB No.: _____ Service: _____

The undersigned firm declines to submit an offer on the IFB for the following reasons:

- Unable to meet statement of needs
- Requirements are unclear or restrictive (explain in remarks)
- Unable to meet required delivery or performance date
- Unable to meet insurance requirements
- Insufficient time to respond to the solicitation
- Do not offer requested commodity or service, please remove our name from the City of Richmond's bidder's list for this commodity or service only.
- Other (explain in remarks)

Remarks:

A firm's failure to return completed form may result in the removal from the City of Richmond bidder's list for the commodity or service requested above.

Firm Name: _____

Authorized Representative: _____

Signature: _____

Telephone: _____

Date: _____

STATE CORPORATION COMMISSION FORM

Complete Legal Name of Bidder Firm: _____

Virginia State Corporation Commission registration information. The bidder:

is a corporation or other business entity with the following State Corporation Commission identification number:

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the bidder to submit the State Corporation Commission identification number after the due date for bids. The bidder shall promptly provide any information the City requires to enable the City to properly evaluate the bidder’s request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.

BID FORM

Bid prices must be filled in by Bidder. Bidders shall provide a firm, fixed price for each column rates and pricing. All bid prices shall include any and all expenses the Contractor may incur in providing the janitorial services, including daily, weekly, monthly, quarterly, semi-annual and annual services. The City will not reimburse the Contractor for costs not factored into the price below. The Bidder shall offer hourly rates, overtime rates, cost per square foot (Sq. Ft.), monthly and yearly pricing regardless of the number of personnel required to perform the janitorial services.

Bids received not in compliance with the instructions may be considered unresponsive.

				Column A	Column B
	Personnel	Unit of Measure	Qty.	Hourly fixed rates (Cost)	Overtime fixed rates (Cost)
1.	Site Superintendent	Each	1	\$ /hr.	\$ /hr.
2.	Supervisor	Each	1	\$ /hr.	\$ /hr.
3.	Porter (City requested Porter)	Each	1	\$ /hr.	\$ /hr.
4.	Floor-men	Each	1	\$ /hr.	\$ /hr.
5.	Janitorial staff	each	1	\$ /hr.	\$ /hr.
Grand Bid Total for Personnel				\$ /hr.	\$ /hr.

	City Locations and Addresses			Column A	Column B	Column C
	Seven (7) Police Locations:	Frequency	Sq. Ft.	Cost Per Sq. Ft.	Location Price (Per Month)	Location Price (Per Year)
1.	First Police Precinct, 2501 Q. Street	7 x per wk.	7,325	\$	\$ /mo.	\$ /yr.
2.	Second Police Precinct, 177 East Belt Blvd.	7 x per wk.	17,010	\$	\$ /mo.	\$ /yr.
3.	Third Police Precinct, 301 South Meadow Street	7 x per wk.	11,432	\$	\$ /mo.	\$ /yr.
4.	Fourth Police Precinct, 2219 Chamberlayne Avenue	7 x per wk.	30,000	\$	\$ /mo.	\$ /yr.
5.	Police Training Academy, 1202 West Graham Street	5 x per wk.	61,625	\$	\$ /mo.	\$ /yr.
6.	Police K-9 Building, 814 Forest Lawn Drive	5 x per wk.	3,994	\$	\$ /mo.	\$ /yr.
7.	Special Investigation Division (Police HQ), 212 West Grace St.	5 x per wk.	2,899	\$	\$ /mo.	\$ /yr.
Bid Total for 7 locations (items 1 – 7)				\$	\$ /mo.	\$ /yr.
	Nine (9) Library Locations:	Frequency	Sq. Ft.	Cost Per Sq. Ft.	Location Price (Per Month)	Location Price (Per Year)
1.	Main Library, 100 East Franklin Street	6 x per wk.	111,345	\$	\$ /mo.	\$ /yr.
2.	Belmont Library, 3100 Ellwood Avenue	6 x per wk.	7,377	\$	\$ /mo.	\$ /yr.

3.	Ginter Park Library, 1200 Westbrook Avenue	6 x per wk.	6,551	\$	\$ /mo.	\$ /yr.
4.	Broad Rock Library, 4800 Warwick Road	6 x per wk.	7,514	\$	\$ /mo.	\$ /yr.
5.	East End Library, 2414 R. Street	6 x per wk.	6,316	\$	\$ /mo.	\$ /yr.
6.	Hull Street Library, 1400 Hull Street	6 x per wk.	7,119	\$	\$ /mo.	\$ /yr.
7.	North Avenue Library, 2901 North Avenue	6 x per wk.	6,942	\$	\$ /mo.	\$ /yr.
8.	West End Library, 5420 Patterson Avenue	6 x per wk.	9,110	\$	\$ /mo.	\$ /yr.
9.	Westover Library, 1408 Westover Hill Blvd.	6 x per wk.	5,291	\$	\$ /mo.	\$ /yr.
	Bid Total for 9 locations (items 1 – 9)			\$	\$ /mo.	\$ /yr.
	Twenty-three (23) Other Locations:	Frequency	Sq. Ft.	Cost Per Sq. Ft.	Location Price (Per Month)	Location Price (Per Year)
1.	City Hall (Floors 4 thru 12), 900 East Broad Street	5 x per wk.	148,077	\$	\$ /mo.	\$ /yr.
2.	City Hall (Floors 13 thru 17), 900 East Broad Street	5 x per wk.	82,265	\$	\$ /mo.	\$ /yr.
3.	Animal Care & Control, 1600 Chamberlayne Avenue	7 x per wk.	15,421	\$	\$ /mo.	\$ /yr.
4.	Urban Forestry, 800 Forest Lawn Road	5 x per wk.	6,024	\$	\$ /mo.	\$ /yr.
5.	Traffic Engineering (Signal Shop), 3522 North Hopkins Road	5 x per wk.	29,282	\$	\$ /mo.	\$ /yr.
6.	Juvenile Detention Center, 1700 North 17 th Street	7 x per wk.	44,491	\$	\$ /mo.	\$ /yr.
7.	East End Social Services Center, 701 North 25 th Street	5 x per wk.	20,800	\$	\$ /mo.	\$ /yr.
8.	South Side Social Services Center (1 st Floor), 4100 Hull Street	5 x per wk.	50,844	\$	\$ /mo.	\$ /yr.
9.	South Side Social Services Center (2 nd Floor), 4100 Hull Street	5 x per wk.	20,422	\$	\$ /mo.	\$ /yr.
10.	Harris Clinic, 719 North 25 th Street	5 x per wk.	4,000	\$	\$ /mo.	\$ /yr.
11.	Linwood Robinson Senior Center, 700 North 26 th Street	5 x per wk.	800	\$	\$ /mo.	\$ /yr.
12.	Grounds Maintenance, 6120 Warwick Road	5 x per wk.	4,500	\$	\$ /mo.	\$ /yr.
13.	Grounds Maintenance, 1638 Commerce Road	5 x per wk.	2,304	\$	\$ /mo.	\$ /yr.
14.	DPW Administration Building, 1654 Commerce Road	5 x per wk.	11,618	\$	\$ /mo.	\$ /yr.
15.	Inspectors Building, 3540 North Hopkins Road	5 x per wk.	5,148	\$	\$ /mo.	\$ /yr.
16.	Radio Shop, 3502 North Hopkins Road	5 x per wk.	18,438	\$	\$ /mo.	\$ /yr.
17.	730 Building, 730 East Broad Street	5 x per wk.	183,000	\$	\$ /mo.	\$ /yr.
18.	Conrad Building, 1400 Oliver Hill Way	5 x per wk.	52,420	\$	\$ /mo.	\$ /yr.
19.	Fleet Maintenance (Auto Shop), 1700 & 1650 Commerce Road	5 x per wk.	23,256 & 34,650	\$	\$ /mo.	\$ /yr.
20.	Southside Operations Center, 3506 North Hopkins Road	5 x per wk.	10,236	\$	\$ /mo.	\$ /yr.

21.	RPS/VATEX Building, 2395 Hermitage Road	5 x per wk.	11,976	\$	\$ /mo.	\$ /yr.
22.	RPS Facilities Maintenance Building, 1250 Ingram Avenue	5 x per wk.	51,048	\$	\$ /mo.	\$ /yr.
23.	Richmond Justice Center, 1701 Fairfield Way	5 x per wk.	428,000	\$	\$ /mo.	\$ /yr.
	Bid Total for 23 locations (items 1 – 23)			\$	\$ /mo.	\$ /yr.
				Total Sq. Ft. Cost (Column A)	Total Mo. Locations Cost (Column B)	Total Yr. Locations Cost (Column C)
	Grand Bid Total for All 39 Locations			\$	\$	\$

Delivery F.O.B:

All deliveries shall be F.O.B. destination to the destination specified on the Bid Form. All bid prices are for F.O.B. destination and include only the actual freight rate costs at the lowest and best rate, based upon the actual weight of goods to be shipped. The required time for delivery will be as stated on the Bid Form unless the Contractor proposes a time for delivery that the City deems to be more favorable to the City than the required time for delivery stated on the Bid Form, in which case the Contractor’s proposed time for delivery will govern. The required time for delivery is stated either as a fixed date by which the Contractor must make delivery or as a number of calendar days following the City’s issuance of a purchase order within which the Contractor must make delivery.

Required Time for Delivery:

Prompt Payment Discount: The City’s standard payment terms are net 45 days after receipt of invoice or delivery of good or services, whichever is later. If the Contractor would like to offer a prompt payment discount for payments made sooner than 45 days, please note the prompt payment discount percentage and number of days, e.g., 2% 10 days, in the following blank: _____. Offering a prompt payment discount will not be considered in determining the lowest responsive and responsible bidder. Additionally, if the City either chooses to not take the prompt payment discount offered or does not meet the payment timeframe for taking the discount, the payment terms will default to the City’s standard net 45 days payment terms.

PART I
SPECIFICATIONS

1. **BACKGROUND**

The City of Richmond (the “City”) has a requirement for Janitorial Services on a continuous and regular basis for several City departments and its locations listed herein. Based on available information regarding current and projected use of the services described herein, the City’s anticipated annual expenditure for janitorial services is averaged at approximately \$1.8 million dollars. However, this is an estimate only and shall neither require nor limit the services.

The City of Richmond Department of Public Works (DPW) is the main requesting department for this Solicitation. Other City of Richmond departments and agencies may utilize the awarded Contract(s) resulting from this Solicitation.

2. **STATEMENT OF WORK**

A. The Contractor shall furnish all labor, supervision, equipment, tools, parts and materials, required to provide the complete and satisfactory performance of janitorial services. All work shall be performed in an efficient, workmanlike manner and shall meet the highest-standards for the type of services being performed.

B. **Mandatory Pre-Bid Conference**

Due to the importance of all bidders having a clear understanding of the specifications and requirements of this Solicitation, any firm interested in submitting a bid to the City of Richmond must attend the mandatory Pre-Bid Conference. The mandatory Pre-Bid Conference will be held on **June 7, 2017 at 10:00 a.m.** Attendance is a prerequisite for bidding in order to be considered for participation in this Solicitation process.

The location of the mandatory pre-bid conference is:
City Hall, 900 East Broad Street
7th Floor, Rm. 704 Large Conference Room
Richmond, VA 23219.

The purpose of the Mandatory Pre-Bid Conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this Solicitation. All bidder representative should bring a copy of the Solicitation with them.

C. **Mandatory Pre-Bid Activities & Requirements**

The registration (Sign-in) will start promptly at 9:30 a.m. Please bring and leave business cards. Any person not signed in by 10:00 a.m. shall not be considered in attendance and shall forfeit their ability to participate in the Solicitation. Leaving a business card does NOT substitute for signing the attendance/registration sheet.

1. The Mandatory Pre-Bid Conference should last approximately one to two hours.
2. Attendance at the Mandatory Pre-Bid Conference will be evidenced by the firm’s representative’s signature on the attendance roster. Bids will only be accepted from those bidders who are represented at the conference.
3. All pre-bid questions to be acknowledged by the City must be submitted in writing to the assigned Contract Specialist for this Solicitation. All written questions will be answered and published, added to the bid document by way of addendum. Any multiple questions will be included and answered only once.

4. Pre-Bid Questions must be emailed to: gary.hundley@richmondgov.com no later than seven (7) calendar days from the Bid Due Date and Time.

D. Optional On-Site Inspection of Sites

All Bidders must schedule to attend an optional On-Site inspection of sites to become completely familiar with the existing conditions and other factors which may affect the work. No pleas of ignorance of conditions that may exist or hereafter exist as a result of the failure to make the necessary investigation shall excuse the Bidder from performance in accordance with its bid and the resulting Contract.

1. All Bidders shall call or send an email to express their interest in attending the optional On-Site Visits. The call or email will allow the City of Richmond an ample amount of time to schedule Bidders to the facilities listed in the Solicitation.
2. Bidders shall limit the amount of representatives for attendance of this visit to two (2) personnel per company.
3. Bidders shall utilize their own means of transportation to and from the facilities but must have their attendance recorded to ensure their participation in this solicitation.
4. Optional On-Site Visits for Bidders are scheduled for **Monday, June 12th, Tuesday, June 13th, and Wednesday, June 14th, 2017 at 9:00 a.m. and 1:30 p.m.**, excluding City Holidays. To schedule a convenient time for your firm to conduct the optional On-Site visit, please contact:

Gary Hundley, Contract Specialist
 Department of Procurement Services
 Office phone: 804-646-2670.
 Email: gary.hundley@richmondgov.com

5. Additional On-Site Visits will not be scheduled or entertained if the firm's representative have not called or emailed and who signature is not on the attendance (Sign-in) roster. Bids will only be accepted from those Bidders who are represented at the mandatory Pre-Bid Conference.

E. Definitions

The following definitions shall apply to services under this Contract.

1. Twice Daily: Services performed once in the morning and once in the afternoon (5), (6) and (7) days a week.
2. Daily: Services performed once in every 24 hour period, (5), (6), and (7) days a week.
3. Every-Other Day: Services performed on Monday-Wednesday-Friday.
4. Twice Weekly: Services performed on Mondays and Thursday, or Tuesday and Fridays.
5. Weekly: Services performed once during each seven (7) day period with a minimum of five (5) days between services.
6. Bi-Weekly: Services performed once during each fourteen (14) day period with a minimum often (10) days between services.
7. Quarterly: Services performed during the Contract period at intervals of eighty (80) to one hundred (100) days. The Contractor shall endeavor to adhere to a ninety (90) day interval.

There shall be four (4) quarterly servicing within the period of the annual Contract, subject to advance scheduling.

8. Semi-Annually: Services performed during the Contract period of intervals of one hundred and sixty (160) to two hundred (200) days. It is to be considered that there are two semi-annual periods within the period of the annual Contract. These services are subject to advance scheduling.
9. Annually: Services performed during the Contract period of intervals of three hundred and sixty-five (365) days. It is to be considered that there is an annual period within the period of the annual Contract. These services are subject to advance scheduling.

F. Frequency Chart:

Categories	Items	Daily	Weekly	Monthly	Quarterly	Semi-Annual
Floors	Vacuum Carpeted Areas	X				
	Hard Surface / Public Stairwells	X				
	Marble	X				
	All Floors: Hard Surface, Specialty, Carpet		X			
	Concrete Public entrances			X		
	Hard Surface Floors			X		
	Main Entrances		X			
	Carpeted Floors				4 times annually	
	Stairwells used Daily for Traffic			X		
	Stairwells and Fire Exits				X	
	Strip and Recoat All Tile Floors					X
	Shampoo All Carpet					X
Restroom & Locker Rooms	Floors & Tile	X				
	Metal Fixtures & Mirrors	X				
	Ceramic Fixtures	X				
	Walls & Partitions	X				
	Refill Dispensers	X				
	Sanitary Napkin Containers	X				
	Fixture Function	X				
	Washable Ceilings			X		
	Power Wash Floors & Showers			X		
	Light Lens & HVAC Grills				X	
	Lockers				X	
Glass, Walls, & Fixtures	All Glass, Bronze, Chrome	X				
	Walls	X				
	Light Switches	X				
	Baseboards	X				
	Moldings	X				
	Windows/Door Frames	X				
	Kitchen Cabinets	X				

Categories	Items	Daily	Weekly	Monthly	Quarterly	Semi-Annual
	Vending Machines	X				
	People Counters	X				
	Furniture/Accessories	X				
	Door & Walls	X				
	Water Fountains	X				
	Cigarette Urns	X				
	Wall Decorations	X				
	HVAC Diffusers, Vents, etc.			X		
	Window Covers			X		
	Stairwell – Handrails/Pipes			X		
	High Dusting			X		
	Books				X	
Elevators/Escalators	Carpeted Areas	X				
	Uncarpeted Areas	X				
	Walls	X				
	Doors & Jambs	X				
	Misc. Metal Work	X				
	Saddles, Handrails, Frames & Tracks	X				
	Threshold Plates	X				
	Cab Walls & Trim	X				
	Wood Walls			X		
Exterior Common Areas	Entranceways/Sidewalks	X				
	Planters & Other Boxes	X				
	Trash Receptacles	X				
	Cigarette Urns	X				
	Graffiti Abatement	X				
	Light Fixtures			X		
	Entranceways/Sidewalks				X	
Garbage Receptacles	Trash Removal	X				
	Waste Baskets				X	
Exercise Equipment Rooms	Exercise Equipment	X				
	Floors	X				
	Benches & Equipment Handles	X				
	Floors					X
Gymnasium & Auditorium	Floors	X				
	Chairs and Bleachers	X				
	Trash Removal	X				
	Floors		X			
	Glass, Walls, and Fixtures		X			

Categories	Items	Daily	Weekly	Monthly	Quarterly	Semi-Annual
Janitor's Closet	Appearance	X				
	MSDS	X				
	Trash Removal	X				

G. City Locations for Janitorial Services

- I. First Police Precinct, Second Police Precinct, Third Police Precinct, Fourth Police Precinct, Police Training Academy, Police K-9 Building and Special Investigation Division (HQ). **(Total 7).**
1. **First Police Precinct**
2501 Q. Street
Frequency: Minimum of seven (7) times per week 7,325 sq. ft.
 2. **Second Police Precinct**
177 East Belt Blvd.
Frequency: Minimum of seven (7) times per week 17,010 sq. ft.
 3. **Third Police Precinct**
301 South Meadow Street
Frequency: Minimum of seven (7) times per week 11,432 sq. ft.
 4. **Fourth Police Precinct**
2219 Chamberlayne Ave.
Frequency: Minimum of seven (7) times per week 30,000 sq. ft.
 5. **Police Training Academy**
1202 West Graham St.
Frequency: Minimum of five (5) times per week 61,625 sq. ft.
Note: Requires a Day Porter (not a City requested Porter).
 6. **Police K-9 Building**
814 Forest Lawn Drive
Frequency: Minimum of (5) times per week 3,994 sq. ft.
 7. **Special Investigation Division (Police HQ)**
212 West Grace St.
Frequency: Minimum of five (5) times per week 2,899 sq. ft.
- II. Main Library, Belmont Library, Broad Rock Library, East End Library, Ginter Park Library, Hull Street Library, North Avenue Library, West End Library, and Westover Library. **(Total 9).**
1. **Main Library**
100 East Franklin St.
Frequency: Minimum of six (6) times per week 111,345 sq. ft.
Note: Requires a Day Porter (not a City requested Porter).

2. **Belmont Library**
3100 Ellwood Ave.
Frequency: Minimum of six (6) times per week 7,377 sq. ft.
3. **Broad Rock Library**
4800 Warwick Rd.
Frequency: Minimum of six (6) times per week 7,514 sq. ft.
4. **East End Library**
2414 R. Street
Frequency: Minimum of six (6) times per week 6,316 sq. ft.
5. **Ginter Park Library**
1200 Westbrook Ave.
Frequency: Minimum of six (6) times per week 6,551 sq. ft.
6. **Hull Street Library**
1400 Hull Street.
Frequency: Minimum of six (6) times per week 7,119 sq. ft.
7. **North Avenue Library**
2901 North Ave.
Frequency: Minimum of six (6) times per week 6,942 sq. ft.
8. **West End Library**
5420 Patterson Ave.
Frequency: Minimum of six (6) times per week 9,110 sq. ft.
9. **Westover Library**
1408 Westover Hill Blvd.
Frequency: Minimum of six (6) times per week 5,291 sq. ft.

III. City Hall, Animal Care & Control, Urban Forestry, Traffic Engineering (Signal Shop), Juvenile Detention Center, East End Social Services Center, Southside Social Services Center (2nd Floor), Harris Clinic, Linwood Robinson Senior Center, Grounds Maintenance (**two locations**), DPW Administration Building, Inspectors Building, Radio Shop, 730 Building, Conrad Building, Fleet Maintenance (Auto Shop), Southside Operations Center, RPS/VATEX Building, RPS Facilities Maintenance Building, and Richmond Justice Center. (**Total 23**).

1. **City Hall (Floors 4, 5, 6, 7, 8, 9, 10, 11, 12)**
900 E. Broad St.
Frequency: Minimum of five (5) times per week 148,077 sq. ft.
Note: Requires a Day Porter (not a City requested Porter).
2. **City Hall (Floors 13, 14, 15, 16, 17)**
900 E. Broad St.
Frequency: Minimum of five (5) times per week 82,265 sq. ft.
3. **Animal Care & Control**
1600 Chamberlayne Ave.
Frequency: Minimum of six (6) times per week 15,421 sq. ft.
4. **Urban Forestry**
800 Forest Lawn Rd.

Frequency: Minimum of five (5) times per week 6,024 sq. ft.

5. **Traffic Engineering (Signal Shop)**
3522N. Hopkins Rd.
Frequency: Minimum of five (5) times per week 29,282 sq. ft.
6. **Juvenile Detention Center**
1700 North 17th Street
Frequency: Minimum of seven (7) times per week 44,491 sq. ft.
7. **East End Social Services Center**
701 North 25th Street
Frequency: Minimum of five (5) times per week 20,800 sq. ft.
Note: Requires a Day Porter (not a City requested Porter).
8. **South Side Social Services Center (2nd Floor)**
4100 Hull Street
Frequency: Minimum of five (5) times per week 50,844 sq. ft. **(1st Floor)**
20,422 sq. ft. **(2nd Floor)**
Note: Requires a Day Porter (not a City requested Porter).
9. **Harris Clinic**
719 North 25th Street
Frequency: Minimum of five (5) times per week 4,000 sq. ft.
10. **Linwood Robinson Senior Center**
700 North 26th Street
Frequency: Minimum of five (5) times per week 800 sq. ft.
11. **Grounds Maintenance**
6120 Warwick Rd.
Frequency: Minimum of five (5) times per week 4,500 sq. ft.
12. **Grounds Maintenance**
1638 Commerce Rd
Frequency: Minimum of five (5) times per week 2,304 sq. ft.
13. **DPW Administration Building**
1654 Commerce Rd.
Frequency: Minimum of five (5) times per week 11,618 sq. ft.
14. **Inspectors Building**
3540 N. Hopkins Road
Frequency: Minimum of five (5) times per week 5,148 sq. ft.
15. **Radio Shop**
3502 N. Hopkins Road
Frequency: Minimum of (5) times per week 18,438 sq. ft.
16. **730 Building**
730 East Broad Street
Frequency: Minimum of (5) times per week 183,000 sq. ft.
Note: Requires a Day Porter (not a City requested Porter).

17. **Conrad Building**
1400 Oliver Hill Way
Frequency: Minimum of (5) times per week 52,420 sq. ft.
18. **Fleet Maintenance – Auto Shop**
1700 Commerce Road 23,256 sq. ft.
and:
19. 1650 Commerce Road 34,650 sq. ft.
Frequency: Minimum of five (5) times per week
20. **Southside Operations Center**
3506 North Hopkins Road
Frequency: Minimum of five (5) times per week 10,236 sq. ft.
21. **RPS/VATEX Building**
2395 Hermitage Road
Frequency: Minimum of five (5) times per week 11,976 sq. ft.
22. **RPS Facilities Maintenance Building**
1250 Ingram Avenue
Frequency: Minimum of five (5) times per week 51,048 sq. ft.
23. **Richmond Justice Center**
1701 Fairfield Way
Frequency: Minimum of five (5) times per week 428,000 sq. ft.

H. **Cleaning Products, Equipment, Procedures and Training**

The Contractor shall provide cleaning products that meet the requirements of the contract. Changes to clean and paper products require written approval by the City.

1. The Contractor shall be responsible for providing and maintaining complete Material Safety Data Sheets (MSDS) on all cleaning products and other products requiring MSDS sheets on job sites per building.
2. **Chemicals**: Use of green cleaning products is required. For general purposes, bathroom and glass cleaners should meet Green Seal GS-37 standards. Products not covered by GS-37 should conform to California Code of Regulations maximum allowable VOC levels.
3. **Concentrated chemicals**: Concentrated chemicals shall be used with effective dispensing systems to minimize chemical exposure to custodians and other building occupants. Dispensers are an effective tool to ensure proper dilution, ensuring consistent performance, prevent waste and money.
4. **Equipment**: Use of the following equipment is required:
 - a) Vacuum cleaners meet the requirements of the CRI Green Label Program and are capable of capturing 96% of particulates .3 microns in size and operate with a sound level less than 70db.
 - b) Hot water extraction machines for deep cleaning that allows carpet to dry in 24 hours or less.
 - c) Power and maintenance equipment that operate at 70db or less.

- d) No propane powered floor equipment.
 - e) Automated scrubbing machines are equipped with variable-speed feed pumps to minimize the use of cleaning fluids.
 - f) Active micro fiber technology used to reduce cleaning chemicals.
 - g) Floor polishers shall have active vacuum attachments to minimize the introduction of fine dust particles into the air while buffing or burnishing.
 - h) Equipment has rubber bumpers.
5. Procedures and training:
- a) The Contractor's employees must be trained on the use of cleaning, products, procedures, and equipment for new staff and ongoing existing staff.
 - b) The Contractor shall be responsible for providing a copy of training records as proof that training is being performed.
 - c) A signed off list of what monthly training (Cleaning or Safety) and who attended training shall be submitted with monthly paper work every month.
 - d) The Contractor shall state what automated quality control measures are used for their inspection process and how it works.

I. **Special Cleaning**

When directed by the Owner, by written or oral order, to clean an area for a special occasion, or made necessary by an emergency or mishap, the Contractor shall furnish all labor as required to fulfill the order. The Contractor shall be paid for these special services based on the man-hour rate quoted in the Pricing (Bid Form) of this Solicitation. Must have an approved quote on company letter head before special services work begins.

J. **Performance Standards**

1. Dusting: A properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs.
2. Plumbing fixture and dispenser cleaning: Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor, stains, and cleaned with germicide.
3. Sweeping: A properly swept floor is free of dirt, dust, grit, lint, debris, except embedded dirt and grit.
4. Spot Cleaning: A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.
5. Damp Mopping: A satisfactory damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.
6. Metal Cleaning: All cleaned metal surfaces are without deposits or tarnish, with a uniformly bright appearance and the cleaner is removed from adjacent surfaces.

7. Glass Cleaning: Glass is clean when all glass surfaces are without streaks, film deposits, and stains. All glass has a uniformly bright appearance and adjacent surfaces have been wiped clean.
8. Scrubbing: Satisfactory scrubbing is when all surfaces are without embedded dirt. No cleaning solution, film, debris, stains, and marks or standing water is present and the floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
9. Light fixture cleaning: Light fixtures are clean when all components, including bulbs and tubes, are without insects, dirt, lint, film, and streaks. All removed lenses must be reinstalled immediately.
10. Wall washing: After cleaning the surface of walls, ceiling, exposed pipes and equipment should have a uniformly clean appearance free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must be bright, free of film, streaks, and deposits.
11. Buffing of waxed surfaces: All waxed areas will be buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance.
12. Power washing: Using a power washer to remove and clean dirt from showers, locker room floors, concrete, and other surfaces.
13. Carpet cleaning: To remove dirt and stains by dry or water method.

K. Service Tasks & Frequencies (Daily)

1. Floors:
 - a) Carpeted areas: All carpeted floors and bases must be vacuumed, moving all light furniture such as chairs. All furniture shall be replaced to its original position. Vacuum under all desks and large furniture where possible. Remove matter such as gum and tar which adhere to the carpet or other spots and/or stains on carpet surfaces.
 - b) Hard surface floors and stairwells: Contractor shall sweep and dust mop with treated mop all hard surfaced floors. They are to be mopped and buffed as needed to maintain uniformly bright appearance, with particular attention to edges, corners, and behind doors. Remove all foreign matter such as gum, tar, and other deposits using a putty knife or scrapper. Spot clean where necessary to remove stains and/or spills. Stains shall be removed with a damp mop or cloth and be buffed as necessary. Special attention must be paid to heavy traffic areas, public corridors, and entrance areas.
 - c) Marble surface floors: Maximum care shall be taken to maintain the highest quality appearance including nightly sweeping and mopping. A mild detergent may be used if necessary, but the marble must be rinsed very thoroughly. Remove all foreign matter such as gum, tar, and other deposits using a putty knife or scrapper. Spot clean where necessary to remove stains and/or spills. Stains shall be removed with a damp mop or cloth and be buffed as necessary. Special attention should be paid to heavy traffic areas, public corridors, and entrance areas.
2. Restrooms & Locker Rooms:
 - a) Floors & tile: Floors must be swept clean and wet mopped using a germicide detergent. The floors shall then be mopped dry and all water marks and stain walls and partition bases, paying particular attention to corners.

- b) Metal fixtures & mirrors: Contractor shall clean and polish all bright work (including exposed piping below wash basins and behind toilet fixtures), toilet dispensers, receptacles, and other metal accessories. Mirrors shall be cleaned and polished without streaks. The Contractor shall use only non-abrasive, non-acidic material to avoid damage to metal surfaces.
 - c) Ceramic fixtures: Contractor must scour, wash, and disinfect all basins, including faucet handles, bowls, and urinals with approved germicide detergent solution. Special care must be taken to inspect and clean areas of difficult access, such as the underside of the toilet bowl rings and urinals to prevent buildup of calcium and iron oxide deposits. Wash both sides of all toilet seats with approved germicide solution and wipe dry. Toilet seats must be left in an upright position.
 - d) Walls, metal partitions, and lockers: The top edges of partitions, ledges, lockers, and mirror tops must be dusted daily. Wash with water and germicide solution all toilet partitions and tiled walls. Wash lockers as needed but not less than once per quarter. The Contractor shall use nonabrasive, non-acidic solution/material to avoid damage to metal surfaces. All surfaces must be wiped dry so that all wipe marks are removed and surface has a uniformly bright appearance.
 - e) Refill dispensers: Contractor must clean and refill all restroom dispensers with necessary supplies. This includes toilet tissue, paper toilet seat covers, lotion hand soap, hand towels, and sanitary napkins and/or tampons.
 - f) Sanitary napkin container: All sanitary napkin containers shall be emptied sanitized, and liners replaced.
 - g) Fixture function: Toilet, urinals, lavatories, etc. in each station shall be operating properly to the designed performance levels. Any mechanical breakdown or malfunction shall immediately be reported to the Facilities Supervisor. An “out of order” sign will be placed immediately upon discovery of breakdown.
3. Glass, walls, and fixtures:
- a) Glass, bronze, and chrome: All glass, bronze, and chrome within reaching distance shall be dusted free of smudges, streaks, and finger prints using the appropriate cleansers. Damp cheesecloth shall be used on bronze and chrome which include push-bars on doors, railings, and other surfaces. Under no circumstances should a solvent, alcohol product, or standard cleaner be used on bronze or painted metal surfaces. Maximum care should be taken to maintain the highest quality appearance.
 - b) Baseboard ledges, moldings, depositories, window frames, door frames, ticket counter walls, light switches, directories, vending machines, kitchen cabinets: All baseboard ledges, moldings, depositories, window frames, door frames, ticket counter walls, light switches, directories, vending machines, kitchen cabinets within reaching distance shall be dusted and free of fingerprints, spills and other markings using the appropriate cleansers. Wipe all furniture tops, legs, and sides. Wipe telephone clean, moving lamps, and other accessories. Dust all vertical surfaces within reach including vertical window blinds. Papers left on desk tops shall not be removed.
 - c) Furniture and accessories: Contractor must spot clean all furniture, file cabinets, telephones, and finger marks if necessary. Dust with a treated cloth all chairs with special attention given to the lower rungs and legs. Empty all waste baskets and replace liners.

Damp wipe with disinfectant treated cloth all telephones including dials and crevices.
Clean all fabric covered furniture.

- d) Doors and walls: All door, jambs, walls, window mullions, and glass partitions shall be spot cleaned to remove streaks, smudges, finger marks, spills and stains, paying particular attention to walls around switch plates, door jambs, around knobs and opening edges.
- e) Water fountains: All water fountains must be cleared of debris, thoroughly washed, sanitized, disinfected, and polished.
- f) Cigarette urns: All cigarette urns must be cleaned out as needed (several times per day). Replace sand as required but no less than once a week. Check planters for cigarette butts and gum wrappers, etc.
- g) Wall decorations: Picture frames, poster display frames, logos or emblems shall be damp wiped. Do not damp wipe picture surfaces covered by glass.

4. Elevators and Escalators:

- a) Carpeted areas: All carpeted floors and bases are to be vacuumed and edged with a small broom or edging tool. Baseboards will be wiped and cleaned after vacuuming. Carpet will be spot-cleaned where necessary.
- b) Uncarpeted areas: All hard surfaced floors shall be mopped and buffed as needed to maintain uniformly bright appearance, with particular attention to edges, corners, and behind doors. All spills and/or stains shall be removed with a damp mop or cloth. Baseboards must be wiped and cleaned after dusting or mopping of floor.
- c) Walls: All walls must be spot cleaned to remove all smudges, stains, and hand marks using only clean water or a mild cleaning agent where necessary. When soap or cleaner is used, the wall will be rinsed with clean water and dried. No abrasive cleaner shall be used.
- d) Door and jambs: All doors and jambs shall be dusted where necessary and spot cleaned to remove any hand marks, stains, spills, or smudges. Use only clean water or a mild cleaning agent where necessary. Rinse with clean water and dry. When completed, doors and jambs shall have a uniformly clean appearance.
- e) Miscellaneous metal work: All metal work such as door hardware and frames, metal lettering, and other metal accessories shall be wiped clean and polished and left with a uniformly clean and bright condition, free of dust and streaks.
- f) Elevator doors, saddles, handrails, frames, and door tracks: Elevator doors, frames, handrails, and door tracks shall be wiped down and polished, removing all dust, marks and stains and left in a uniformly clean and bright condition. Elevator saddles shall be wiped clean and all dirt and debris must be removed from door tracks and left in a bright clean condition.
- g) Threshold plates: Threshold plates shall be scrubbed, cleaned, and polished paying particular attention to grooves, edges and corners.
- h) Cab walls and trim: Cab walls and trim shall be wiped with cheesecloth. Maximum care will be taken to remove all dirt, stains, and marks to maintain the highest quality finish.

5. Exterior common areas:

- a) Sidewalks and entranceways: All areas shall be swept as needed, but no less than once a day (weather permitting). Non-skid rugs must be used during rain and will be cleaned as needed. Remove all foreign matter such as gum or tar and other deposits using a putty knife or scrapper. Pressure wash as needed but no less than twice annually. Wipe down daily, all metals, handrails, and door handles.
- b) Planters and other boxes: All trash, litter, and debris must be removed from the planters and disposed in proper containers.
- c) Trash receptacles: All trash cans shall be emptied as needed, at least once per day, and re-lined with suitable sized plastic liner. Damp wipe the exterior of all cans as needed.
- d) Cigarette urns: All exterior cigarette urns shall be checked for trash and cigarette butts. Black sand shall be added as needed.
- e) Graffiti abatement: All exterior and interior surfaces vandalized by paint or any marking substance shall be removed in a timely fashion by coating over with matched paint or by solvents, with effort not to damage the original surface. Those surfaces repeatedly attacked will be subject to graffiti control system consisting of either sacrificial coating (thin, invisible layer of wax, removed by high pressure wash with wax reapplication) or a permanent coating (urethane layer with graffiti being removed by solvent). Determination of process will be deemed by Asset Management.

6. Garbage receptacles:

Trash removal: All trash from wastebaskets and other debris shall be removed from the floors and placed in acceptable containers and deposited in the appropriate building trash dumpster. Wastebasket liners will be replaced as needed. Pick up and throw away any trash or debris left in the common areas.

7. Exercise room equipment:

- a) Exercise equipment: All exercise equipment and benches shall be dusted.
- b) Floors: Floors shall be swept clean and/or vacuumed.
- c) Benches and equipment handles: Benches and equipment handles shall be washed with water and germicide solution, and rinsed. All surfaces must be wiped dry so that all marks/streaks are removed and all surfaces have a uniform residue free appearance.

8. Gymnasium & Auditorium:

- a) Floors: The Contractor shall dust mop all tile floors and vacuum all carpeted areas. Remove matter such as gum and tar.
- b) Chairs & bleachers: The Contractor shall dust and remove matter such as gum which adheres to the chair/bleachers or other spots and/or stains as needed.
- c) Trash removal: The Contractor empty all trash cans and replace liners.

9. Janitors Closet:

- a) Appearance: Janitors closets must be maintained in a neat and orderly condition. Rinse and hang mops so that they dry without odor.
- b) MSDS: Material Safety Data Sheets shall be maintained for all chemicals/products used and/or stored in closets.
- c) Trash removal: The Contractor must remove all empty boxes and trash from closets.

L. Service Tasks & Frequencies (Weekly)1. Floors:

- a) All floors (hard surface, carpet, and specialty): The Contractor detail all corners and edges.
- b) Gymnasium and Auditorium
Floors: The Contractor must spray buff tile floors.
Glass, walls, and fixtures: The Contractor shall perform all high dusting.

M. Service Tasks & Frequencies (Monthly)1. Restrooms & Locker rooms:

- a) Washable ceilings: Ceilings must be washed with water and germicide solution. Wipe dry and polish to a uniformly bright clean condition.
- b) Power wash: All locker room floors, showers, and shower stalls must be power washed. Use germicide solution and water rinse.

2. Glass, walls and fixtures:

- a) Diffusers, vents, grills, and other such items including surrounding wall or ceiling areas that are soiled: Diffusers, vents, or grills shall be thoroughly damp washed and/or vacuumed. Wash vinyl and metal kick plates on doors.
- b) Window covers: Blinds must be dusted. Removal is not required.
- c) Stairwell handrails & pipes: Stairwell handrail and pipes shall be cleaned with a damp cloth.
- d) High dusting: All horizontal surfaces and ledges, such as picture frames, etc., ceiling air diffuser grills that are beyond the reach of normal daily dusting shall be dusted monthly using a treated dust cloth. No feather duster will be allowed.

3. Elevators & Escalators:

Wood walls: All wood walls shall be oiled and/or polished if necessary in accordance with manufacturers or installers specifications.

4. Exterior common areas:

Light fixtures: All light fixtures shall be free of bugs and Cobwebs. If needed perform twice a month.

N. Service Tasks & Frequencies (Quarterly)

1. Floors:
Public concrete stairs and stairwell landings: Concrete stairs and stairwell dwellings shall be scrubbed and sealed.
2. Restrooms and Locker rooms:
 - a) Light fixtures and HVAC grill: All light lenses and ceiling grills shall be removed, washed thoroughly, dried and replaced. This shall be done as often as necessary, but no less often than quarterly
 - b) Lockers: All lockers shall be washed with water and germicide solution. Wash lockers as needed but not less than once per quarter. The Contractor shall use only nonabrasive, non-acidic solution material to avoid damage to metal surfaces. All surfaces are to be wiped dry so that all wipe marks are removed and surface has a uniformly bright appearance.
3. Glass, walls, and fixtures:
Books: The Contractor shall vacuum and/or dust all books in place.
4. Exterior common areas:
Sidewalks and entranceways: Sidewalks and entranceways shall be thoroughly washed. Remove any foreign debris which has adhered to sidewalk. Scrape with a putty knife or appropriate utensils. Pressure was as necessary.
5. Garbage receptacles:
Waste baskets: Waste baskets shall be thoroughly washed inside and out, dried and replaced to their original position.

O. Service Tasks & Frequencies (Semi-Annually)

1. Floors:
 - a) Hard surface floors: All hard-surfaced floors in heavy traffic areas shall be buffed with an electric rotary buffing machine monthly, maintaining a high gloss finish. The Contractor shall be responsible for stripping and waxing floors as required maintaining high gloss finish. The stripping/waxing of hard surface floors shall be performed semi-annually at a minimum. All finish marks shall be removed from baseboards, doors and frames.
 - b) Main entrances and/or special finish flooring: All main entrances and/or special finish floor in heavy traffic areas shall be buffed with an electric rotary buffing machine monthly, maintaining a high gloss finish. The Contractor shall be responsible stripping and waxing floors as required to maintain high gloss finish. The stripping/waxing of hard surface floors shall be performed semi-annually at a minimum. All finish marks shall be removed from baseboards, doors and frames.
 - c) Carpeted floors: Carpeted floors shall be shampooed and extracted. Treat carpet with protective finish as needed.
2. Exercise Room Equipment:
Floors: Floors shall be swept clean and/or vacuumed and we mopped using a germicide detergent. Fire exit concrete stairs and stairwell landings shall be scrubbed and sealed.

P. Service Tasks & Frequencies (Annually)**1. Floors:**

Fire exit concrete stairs and stairwells: All fire exit concrete stairs and stairwells must be scrubbed and sealed.

Q. On-Site Storage

The City will supply reasonable and suitable on-site storage space for such cleaning equipment and materials, as the Contractor deems necessary for the performance of the Contract.

R. Day or Evening Porter(s) requested by the City

The City requires day and evening Porters for locations identified herein. The duties of the Day Porter will be identified by the City on a daily basis.

Assigned persons must be able to work an 8 hour shift, Monday through Friday. Transportation shall be provided by the Contractor when and if necessary.

Day shifts will be worked from 7 a.m. to 3:30 p.m. Night and evening shift will be worked from 3 p.m. to 11:30 p.m. Four or more Porters will be required to provide services in more than one building, which requires travel around the City. The City is NOT responsible for mileage, travel cost or other cost related to duties to perform assignments. Porters are responsible cleaning spills in any contracted cleaning facility they are responsible for and its expectation that all reported spills are cleaned once reported on that business day.

General duties include:

- a. Cleaning spills, as required.
- b. Cleaning restrooms. (daily)
- c. Cleaning locker rooms. (daily)
- d. Cleaning exterior of building. (Sidewalks, ramps, trash cans, etc.)
- e. Cleaning lobby and/or entrances.
- f. Other duties assigned.

S. Monthly, Quarterly, and Semi-Annual Cleaning (except daily)

These services shall require notification to the City in advance of performing services.

1. All services other than daily will require an inspection by the City prior to performing the task (requires sign off) and the City will perform another inspection after the task is performed (requires sign off).
2. All services will be submitted for the upcoming month 5 days prior to the beginning of the next month to the appropriate person.
3. All stripping and waxing must be signed off as approved by appropriate City personnel once completed in that month.
4. If monthly, quarterly, or semi-annual task are not performed within 30 days of said tasks, the City reserves the right to hold a portion or all of the Contractor's monthly payment (based on cost analysis of services not performed).

T. Work Site Damages

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the City's satisfaction at the Contractor's expense.

U. **Sufficient Backup Staff**

The Contractor shall provide sufficient backup staff to cover absentees or extend work force hours to compensate for absent staffing.

V. **Parking**

The City Of Richmond does not provide parking for the Contractor, its employees or vendors.

W. **Working Hours**

Contractor's working hours will be determined by the City and are at the City's right to change with two days' notice. Several site services shall be performed while the building is occupied and several locations shall be after normal business hours.

Schedules shall be approved by the City in advance of services being performed. Some facilities operates 24/7 and 7 days a week. They will be open on the below holidays.

City Holidays

- New Year's Day
- Martin Luther King, Jr. Holiday
- Washington's Birthday
- Spring Holiday/Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Holidays (Thursday & Friday)
- Christmas Day (two days)

X. **Performance Audit**

The Contractor shall conduct monthly performance audits with each client, building, or site being serviced. The City will select who will be completing the audit by the City. Audit forms are to be approved by the Owner. The Contractor's performance will be measured by the audit. The Owner will also perform monthly audits of each site. A semi-annual review will be performed by Contractor. Failure to do so will result in reduction of payment by the City until meeting is completed.

Y. **Invoices**

Invoices shall be submitted to the Office of Facilities Management. All payments will be submitted after monthly services have been performed and provided per the terms and conditions of the Contract. Invoice shall be submitted along with daily sign-in logs, weekly inspection reports, weekly needs assessment reports, and weekly inventory reports.

Z. **Inclement Weather**

The Contractor shall make every reasonable effort to provide janitorial services when City employees are excused early because of snow or other hazardous driving conditions. However, in the event janitorial services cannot be provided, the Contractor shall deduct a prorated amount from the monthly invoice, based on the cost per month, divided by the numbers of working days in that month for each day the service is not provided. If the situation occurs on a Friday or a day preceding a holiday, the Contractor shall make every effort to provide Janitorial services over the weekend or holiday at no additional cost to the City. All 40 hours per work week porters for the City Of Richmond will be classified as essential personnel.

AA. **Additions/Deletions**

The City of Richmond reserves the right to add similar items, services and locations or delete items, services and locations specified in the resultant Contract as requirements change during the

period of the Contract. The City and the Contractor will mutually agree to prices for items, services and locations to be added to the Contract. Contract amendments will be issued for all additions or deletions.

3. **CITY REQUIREMENTS**

The City of Richmond is soliciting bids from qualified Contractors who can provide Janitorial Services for several City department locations listed herein. The services shall strictly conform to the specifications set forth in the Solicitation and any amendments thereto.

A. **General Requirements**

1. Contractor's employees, while on duty, shall be identified with Contractor's name. Supervisors shall be identified as such. The City issued I.D. badges must be worn and shown while on duty.
2. The Contractor shall furnish a list of names of employees who will work at the facilities to the Owner. This list shall be revised and updated monthly, as necessary, to ensure accuracy.
3. Contractor's Supervisor shall have the following minimum janitorial experience. Supervisors shall have a minimum of five (5) years on-the-job janitorial experience with no less than two (2) years in a supervisory role.
4. Personnel employed by the Contractor shall be competent, trustworthy, and properly trained for the work requirements.
5. Personnel shall be employed by the Contractor. Day laborers are not acceptable.
6. Scheduling of work and reporting accomplishments: Five (5) work days prior to the Contract starting date, and annually thereafter if options are exercised by the City, the Contractor shall submit an annual schedule of all daily and periodic cleaning. The daily cleaning schedule shall include specific areas, days of week, and time of day work will be performed. The periodic cleaning schedule shall include specific areas and dates. Periodic cleaning is defined as work required less frequently than once per week.
7. Work Reports: The Contractor shall submit to the City Contract Administrator/Project Manager, or his representative, a weekly report of jobs performed for comparison with the scheduled requirements. The City Contract Administrator/Project Manager or his designated representative will examine the Contractor's work and work report weekly. Submission of reports provided needs to be (Electronic via email)

B. **Conduct of Contractor's Employees**

1. The Contractor and Employees shall be required to comply with all applicable regulations of the City as directed, and full cooperation shall be expected and required at all times.
2. Employees must wear a company shirt or uniform with the company logo visible and a City issued I.D. badge.
3. Contractor's employees shall not use the City's telephones, computers, or any other office equipment for any reason.
4. Contractor shall direct their employees against the unauthorized reading or disclosure of materials and documents available in the facilities, trash, or other areas not described.

5. The Contractor's employees shall not disturb papers on desks, tables, cabinets, or open desk drawers or cabinets at any time.
6. There shall be no eating on job sites or removal of food or beverages from City refrigerators, cabinets, and lockers.
7. Contractor shall not allow its employees to bring family, friends, and pets on City property at any time.
8. Contractor shall ensure that all employees are drug free. No alcohol or drugs use shall be permitted on City property at any time.
9. No smoking is allowed on City property.
10. Contractor shall remove all or any employee from City property that is deemed careless, incompetent, insubordinate, objectionable, or who continued employment on the job is deemed contrary to the best interest of the City. The City reserves the right to hold judgment without cause or reason.
11. Contractor's employees shall immediately report to their Supervisors and City Personnel dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures.

C. **Sign-in**

Contractor is responsible for having janitorial staff sign-in at each City location they work daily. Contractor shall provide electronic time keeping method (e.g. via biometrics, kronos, phone verification etc. whatever system they choose) that will capture staff time electronically and to support electronic copies with the invoice, as well upon request if necessary. (This is an internal City Auditing recommendation). The City shall not accept paper time sheets.

D. **Contractor Supervision**

1. The Contractor shall provide daily supervision of Contractor's work force. This requires going to the job sites, performing written inspection reports, needs assessment reports, providing confirmation of attendance, services being performed and quality of work to specifications of Contract.
2. The submission of assessment reports, confirmation of attendance shall be provided electronically via email.
3. The Contractor's Supervisors shall be responsible for all keys.
4. The Contractor's Supervisors shall be literate and fluent in the English language.

E. **Security Requirements**

All Contractor's employees whether temporary or full time must meet all security requirements, without exception. Contractor shall not be allowed temporary access for any reason. Contractor is responsible for having janitorial staff sign-in at each location they work daily.

1. **Identification Badges:**

- a) All Contractor's employees and or sub-contractor's employees, vendors and suppliers are required to have identification badges.

- b) The City of Richmond reserves the right to allow or disallow any employee or person on City property with or without cause.
 - c) The Contractor shall be responsible coordinating their employees for obtaining their badges.
 - d) The Contractor is required to complete “Security Access Card Application” form for each employee. Completed forms are to be returned to the City’s Project Manager.
2. Security / Background Checks:
- a) All Contractor’s employees and or sub-contractor’s employees, vendors and suppliers are required to have criminal history background checks performed by the Richmond Sheriff’s Department.
 - b) The City of Richmond and/or the Sheriff’s Department reserves the right to allow or disallow any employee or person on City property with or without cause.
 - c) The Contractor shall be responsible for the cost of the background checks - \$5.00 per person.
 - d) The Contractor is required to complete “Background Check” form for each employee.
 - e) Completed forms are to be returned to the Richmond Sheriff’s Office – Investigative Division (address on the form). The information used will be confidential and remain the property of the City of Richmond.

F. Contractor’s Work Plan

1. Within five (5) calendar days after award of the Contract, the Contractor shall submit electronically via email to the City’s Representative a complete plan of their operations to include the following:
 - a) Name, address, and telephone number of the individuals who shall supervise the assigned employees and who shall be responsible for attainment of the performance standards.
 - b) Detailed schedule of cleaning functions, including dates for other than nightly functions, which will be performed during the period of the Contract.
 - c) Verification of criminal background check application submittal to Richmond’s Sheriff’s Office for all recommended personnel.

G. Contractor’s Accessibility

The Contractor should be able to provide to the City officials who will be administering the Contract a degree of accessibility. This condition recognizes the need for close cooperation and communication between the City and the Contractor in order to achieve the objectives of the Contract resulting from this Solicitation.

4. CONTRACT AWARD

The City intends to award a firm fixed type Contract(s). The City may award all or part of the Solicitation to any bidder whose bid is the lowest responsible and responsive bid. The City has the option to make multiple awards or primary and secondary awards. The City has the option to make awards by line item, by group, or by overall low bid. The City furthermore reserves the right to delete Solicitation item(s) from award consideration if it is in the City’s best interest.

5. **PRICING**

All pricing shall be in accordance with the Bid Form. Quantities listed are estimates only, actual quantities may vary depending on the City's requirements. All personnel rates and pricing shall be inclusive of all labor, equipment, tools, travel, supervision, etc. needed to perform the janitorial services.

- A. The Bid Form is provided on a Microsoft Excel document. Bidders are to complete the Bid Form pricing electronically, print off, and submit with the Signature Sheet in lieu of a handwritten Bid Form submission.
 - B. Bid pricing submitted shall be final for the initial two (2) year Contract term.
 - C. Hourly Fixed Rate: A fixed hourly rate for personnel (used during project use). Hourly rate shall start upon arrival and sign-in at the City locations and end upon sign-out and shall not include travel time, lunch breaks, or other breaks. Time shall be rounded to the nearest half hour.
 - D. Overtime Fixed Rate: A fixed overtime hourly rate paid for time worked over forty hours in a single week for the City, (week ending Friday), and Saturdays and Sundays, except when the work schedule has been changed in agreement with the City and the Contractor. Overtime rate shall be 1.5 times the regular rate as bid for hourly rate personnel only. Overtime rates shall not apply to equipment.
 - E. Square Footage Cost (Per Sq. Ft.): A fixed cost per square footage. The cost shall include per square footage for each required City location.
 - F. Location Price (Per Month): A monthly price, including all labor, supervision, equipment, tools, parts and materials, etc. to provide the janitorial services required per City location. The per month price shall include the square footage for each required City location regardless of the number of personnel required to perform the janitorial services.
 - G. Location Price (Per Year): A yearly price, including all labor, supervision, equipment, tools, parts and materials, etc. to provide the janitorial services required per City location. The per year price shall include the square footage for each required City location regardless of the number of personnel required to perform the janitorial services.
6. **Prices and Price Adjustment**
- A. If the City elects to exercise the option to renew the Contract for an additional one (1) year term, the Contract pricing for the additional one (1) year shall not exceed the Contract pricing of the original Contract increased by more than the percentage increase of the "Other Services" category of Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group of the United States Bureau of Labor Statistics for the latest twenty-four (24) months for which statistics are available. The source of this index shall be <http://www.bls.gov/news.release/cpi.t01.htm>.
 - B. If during the subsequent renewal period, the City elects to exercise the option to renew the Contract, the Contract pricing for the subsequent renewal period shall not exceed the Contract pricing of the previous renewal period increased by more than the percentage increase of the "Other Services" category of Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available. The source of this index shall be <http://www.bls.gov/news.release/cpi.t01.htm>.

7. **Bid Submission Requirements**

- A. The Bid Form is provided on a Microsoft Excel document. Bidders are to complete the Bid Form pricing electronically, print off, and submit with the Signature Sheet in lieu of a handwritten Bid Form submission.
- B. Bidders shall submit the following documents with their bid:
- Signature Sheet (page 1)
 - State Corporation Commission Form (page 3)
 - Bid Form (pages 4 – 6)
 - List of current and past contracts with whom the company has had if of similar size and scope as this Solicitation. Include direct contacts, telephone numbers and email address for references.

END OF SPECIFICATIONS

PART II
INSTRUCTIONS TO BIDDERS

1. **AUTHORIZED SIGNATURE**

All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid and a resolution authorizing the individual to sign the bid and subsequent Contract.

2. **AWARD**

Pursuant to City Code § 21-55(a), the City will make the award to the lowest responsive and responsible bidder. Whenever the City, in its sole discretion, deems it to be in the City's best interest to do so, the City reserves the right:

- A. To conduct any test it deems advisable.
- B. To make all evaluations necessary.
- C. To cancel this solicitation or to reject any or all bids, in whole or in part, as authorized by City Code § 21-72(a).
- D. To waive informalities as authorized by City Code § 21-72(b).
- E. To delete items prior to making the award.
- F. To negotiate an adjustment of the bid price with the lowest responsive and responsible bidder if and to the extent permitted by City Code § 21-55(b).
- G. To award to more than one bidder as authorized by City Code § 21-55(a).

Each bidder to whom a Contract is to be awarded must register with the City prior to award through the City's Supplier Registration Portal (<http://www.richmondgov.com/Procurement/SupplierPortal.aspx>) and provide the banking information necessary to facilitate Automated Clearing House electronic payments. This registration is a condition of award.

3. **BIDDERS NOT DEBARRED**

By signing its bid in response to this Invitation for Bids, the bidder warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on Contract by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

4. **CONTRACTOR MISREPRESENTATION**

- A. If any bidder knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding any Contract awarded under this solicitation to that bidder.
- B. Any bidder falsely representing past or proposed Minority Business Enterprise / Emerging Small Business participation may be in breach of Contract. Upon determination of a breach, the City shall have all available remedies for breach of Contract.

5. **DELIVERY AND TIME FOR HOLDING OF BID**

- A. General terms such as “stock,” “immediately,” and “as soon as possible,” if included as part of a bid, will not be deemed more favorable to the City than any required delivery terms and, in the absence of any required delivery terms, may result in the bidder being deemed nonresponsive.
- B. By signing its bid, the bidder offers and agrees, if the City accepts its bid within 90 calendar days from the date of the opening of bids, to furnish any and all items upon which prices are quoted at the same prices set opposite each item, delivered to the point specified in this Invitation for Bids, and at the time specified in the bid.

6. **DESCRIPTIVE LITERATURE**

The bidder shall submit with its bid descriptive literature of equipment or supplies, which it proposes to furnish, if such articles are of a different manufacture than those specified herein. Should the description furnished in such literature differ from the specifications submitted by the City, and no mention is made to the contrary, it shall be construed to mean that the bidder proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and its bid will be evaluated accordingly.

7. **DISQUALIFICATION DUE TO PARTICIPATION IN PREPARATION OF SOLICITATION.**

- A. City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.
- B. For purposes of this section 7 (“Disqualification Due to Participation in Preparation of Solicitation”), the word “prepares” has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:
 - (1) Serving as a director or deputy director of the agency which has initiated the procurement;
 - (2) Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;
 - (3) Serving as the procurement manager for the agency which has initiated the procurement;
 - (4) Serving as the procurement officer in charge of the procurement;
 - (5) Assisting in the development of specifications for invitations for bids or requests for proposals;
 - (6) Attending an evaluation committee meeting that is closed to the public;
 - (7) Voting on or scoring a bid or proposal; or
 - (8) Any other participation in the procurement process which could lead to unfair advantage.
- C. Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person's participation in preparing that solicitation.

- D. If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person's firm shall be disqualified from responding to the solicitation for violating the City's no contact policy because the person discussed the solicitation with a City representative other than the Contract specialist responsible for the procurement.
- E. In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this section 7 ("Disqualification Due to Participation in Preparation of Solicitation") and City Code § 21-281 may appeal the Chief Administrative Officer's determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.

8. **ETHICS IN PUBLIC CONTRACTING; NO KICKBACKS OR CONFLICTS OF INTEREST**

- A. By signing this solicitation, the bidder certifies that he has not violated any provisions of Federal law, the Code of Virginia, the Richmond City Code or Charter. The bidder certifies that its bid is made without collusion or fraud and that the bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or sub-contractor in connection with its bid and that the bidder has 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. The bidder agrees that if such warranty is in any respect breached, the bidder will pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under the bidder's bid.
- B. By signing and submitting its bid in response to this Invitation for Bids, the bidder represents and warrants that it is in compliance with the provisions of section 2.3 ("Anti-Kickback Provision") of the General Terms and Conditions included with this Invitation for Bids and, further, that the bidder's firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the bidder's firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Invitation for Bids and any resulting Contract with the City.

9. **EXCEPTIONS**

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder's bid or that the bidder expects to become part of a Contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder's bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder's willingness to comply with all requirements of all parts of the Invitation for Bids.

10. **INCORPORATION OF POLICIES AND PROCEDURES**

This solicitation is subject to the provisions of the Chapter 21 of the Code of the City of Richmond, the Department of Procurement Services Policies and Procedures and any revisions thereof, all of which are hereby incorporated into this solicitation by reference. Copies of these documents may be viewed at the City's website (www.RichmondGov.com).

11. **LICENSES, PERMITS, AND FEES.**
All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.
12. **MINORITY BUSINESS ENTERPRISE / EMERGING SMALL BUSINESS PARTICIPATION**
The City has a commitment to the development of its minority and emerging small business communities. The City therefore encourages the use of minority business enterprises and emerging small businesses on all City Contracts to the fullest extent reasonably possible. For this particular solicitation, it has been determined that minority business enterprise and emerging small business participation of 15 % is reasonably possible given the availability of minority business enterprises and emerging small businesses for the scope of work covered by this solicitation. The City's Office of Minority Business Development is available at 646-3985 as a resource in identifying local MBEs and ESBs. Bidders' assistance in helping the City achieve its priorities is greatly appreciated.
13. **WITHDRAWAL OF BIDS**
- 13.1 **CONDITIONS FOR WITHDRAWAL**
- 13.1.1 **BEFORE DEADLINE FOR RECEIPT**
A bidder may withdraw the bidder's bid before the deadline fixed in this Invitation for Bids for the receipt of bids by submitting a written notice to the person identified on the cover sheet of the Invitation for Bids as the preparer of the Invitation for Bids. The written notice must be signed by the person who signed the bid, provided that another person may sign the written notice instead if a valid power of attorney authorizing such other person to sign on behalf of the person who signed the bid is attached to the written notice.
- 13.1.2 **AFTER DEADLINE FOR RECEIPT**
Pursuant to section 21-53(d) of the Code of the City of Richmond, a bidder may withdraw the bidder's bid after the deadline fixed in this Invitation for Bids for the receipt of bids only for the reasons set forth in subsections (a) and (b) of section 21-53 of the Code of the City of Richmond and the provisions of this section 13.
- 13.2 **PROCEDURE FOR WITHDRAWAL DUE TO ERROR OR MISTAKE**
- A. Bids will be opened on the date and at the time fixed in the Invitation for Bids, as amended by any addendum. Bids are usually opened at the time of the deadline for the receipt of bids fixed in the Invitation for Bids, as amended by any addendum.
- B. The bidder shall give notice in writing of the claim of right to withdraw the bid within two business days after the conclusion of the bid opening procedure and shall submit the bidder's original work papers, documents and materials used in the preparation of the bid with such notice. Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required in this section 13.2. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of section 21-5(f) of the Code of the City of Richmond.
- C. The failure of a bidder to submit the bidder's original work papers, documents and materials used in the preparation of the bidder's bid at or prior to the time fixed for the opening of bids constitutes a waiver by the bidder of the bidder's right to withdraw the bidder's bid due to an error or mistake.

- D. Pursuant to section 21-53(e) of the Code of the City of Richmond, no bid shall be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- E. Pursuant to section 21-53(f) of the Code of the City of Richmond, if a bid is withdrawn in accordance with this section 13.2, the lowest remaining bid shall be deemed to be the low bid.
- F. Pursuant to section 21-53(g) of the Code of the City of Richmond, no bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any sub-contract or other work agreement for the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the City in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder.
- G. Pursuant to section 21-53(h) of the Code of the City of Richmond, the Director of Procurement Services shall notify the bidder in writing within five business days of the Director's decision regarding the bidder's request to withdraw the bidder's bid. If the Director of Procurement Services denies the withdrawal of a bid under the provisions of this section 13.2, the Director of Procurement Services shall state in such notice the reasons for the decision and award the Contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Director of Procurement Services shall return all work papers and copies thereof that have been submitted by the bidder.

13.3 **CONSEQUENCE IF BID NOT WITHDRAWN**

If the bidder does not withdraw the bidder's bid as provided in this section 13, or if the bidder is not permitted to withdraw the bidder's bid as described in section 13.2(G), the City shall not be liable for any costs associated with mistakes or errors in the bid, and in no event may the amount of the Contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of the bidder from the consequences of an error in the bidder's bid or offer.

14. **NON-DISCRIMINATION**

The City does not discriminate against faith-based organizations. By signing its bid, the bidder, if a faith-based organization, agrees that it understands the requirements of City Code § 21-43 (Va. Code § 2.2-4343.1).

15. **ORAL EXPLANATIONS OR INTERPRETATIONS**

- A. All inquiries requesting clarification of this Invitation for Bids should be made in writing no later than ten business days prior to the closing date to the Contract Specialist identified on the cover page of this solicitation. If submitting an inquiry by facsimile transmission, the bidder should notify the Contract Specialist by telephone that the person is faxing the inquiry. All inquiries should clearly state the number of this Invitation for Bids. Because each bidder may have different needs for information, that bidder must make whatever inquiries it deems necessary in order to respond to the Invitation for Bids. Inquiries that the Contract Specialist determines to be pertinent to all solicited bidders will be answered by addenda to all solicited bidders.
- B. No oral explanation in regard to the meaning of this Invitation for Bids will be made and no oral instructions will be given before the award of the Contract. Any explanation, interpretation or modification of the Invitation for Bids that is pertinent to all solicited bidders will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each

bidder known to have received the Invitation for Bids. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of bids.

- C. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Invitation for Bids documents. All persons receiving Invitation for Bids documents issued by the City will be provided copies of addenda. If a bidder fails to acknowledge any addendum that (i) has a material effect on the bid (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that bidder's bid incomplete, and the bid thus may be rejected as non-responsive. The bidder shall acknowledge receipt of all addenda as part of its bid and on the form provided for that purpose by the City. The bidder shall be solely responsible for verifying the existence of all addenda items.
- D. Any contact with any City representative concerning this Invitation for Bids other than that outlined in subsection (A) of this section is prohibited. Any such unauthorized contact may disqualify the bidder from this procurement.
- E. The Specifications and the General Terms and Conditions attached to this Invitation for Bids are hereby expressly made a part of and incorporated into this Invitation for Bids. The Specifications and the General Terms and Conditions shall be a part of any Contract that results from this Invitation for Bids. This Invitation for Bids also includes a sample of the City's form Contract as an attachment. All conditions contained in this attached Contract are hereby expressly made a part of and incorporated into this Invitation for Bids.

16. **POSTING OF INTENT TO AWARD**

Following the selection and signing of a Contract, the Purchasing Officer will notify those bidders whose bids are not selected of the name of the selected bidder. Bidders should note that it may take up to two months to award this Contract.

17. **PUBLIC INSPECTION OF RECORDS.**

- A. All proceedings, records, Contracts and other public records relating to the procurement transaction that this solicitation concerns shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
- B. Any bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids, but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the Contract. Otherwise, bid records shall be open to public inspection only after award of the Contract.
- C. Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the bidder (i) invokes the protections of this section prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary.
- D. Budgets and price quotations are considered public information in bids submitted to the City. Classifying budgets and price quotations as "proprietary" or "confidential" may render the bid non-responsive. Classifying aspects of the bid that are not trade secrets or proprietary may render the bid non-responsive.

- E. All bids submitted under this solicitation will become the property of the City and will not be returned.

18. **SAMPLES**

Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder's expense.

19. **SEPARATE INVITATIONS**

Bid responses for separate bid invitations shall not be combined on the same form or placed in the same envelope. Such bids may not be considered.

20. **STATE CORPORATION COMMISSION FORM**

- A. State law requires most business entities to register with the Commonwealth of Virginia's State Corporation Commission to obtain legal authorization to transact business in Virginia. 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. Any business entity described above that enters into a Contract with the City shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract.
- B. Each bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. Each bidder shall indicate the above information on the State Corporation Commission Form included with the Invitation for Bids.
- C. By signing its bid in response to this Invitation for Bids, the bidder represents and warrants that all information the bidder submits on its completed State Corporation Commission Form is true and complete at the time the bidder submits its bid and will remain true and complete throughout the duration of any Contract between the City and the bidder that results from this Invitation for Bids. The bidder agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of the bidder's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the bidder as demonstrating compliance.

21. **SUBMISSION OF BIDS**

- A. Unless otherwise specified in the solicitation, the below provisions apply. Packages containing bids should be sealed and marked in the lower left-hand corner with the invitation number and the date and hour of opening of bids. Failure to do so may cause bid not to be considered.
- B. Bids shall be submitted on the forms furnished. Erasures or other changes in the bid must be annotated and initialed by the individual signing the bid.

- C. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for on the bid sheet may be rejected by the City as being incomplete.
- D. Bids submitted in pencil may be cause for rejection.
- E. Should any additions or deductions or any changes in price or specifications be written or otherwise set forth on the outside of any sealed package purporting to contain a bid, such package shall be returned unopened to the bidder.
- F. The City is not responsible for the mishandling of any bid not properly identified on the outside of the package.
- G. The City is not responsible for bids delivered to places other than as indicated in the bid package.
- H. Late bids shall be deemed non-responsive and shall not be accepted.

22. **UNIT PRICING**

Unless lump sum price is specifically requested, unit and extended prices should be given. Failure to do so may cause the bid not to be considered. In case of error in extension of prices in the bid, the unit price shall govern.

23. **USE OF BRAND NAMES**

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the bidder proposes an equal of the brand or trade name referred to, the bidder must furnish full particulars. If no mention is made of any exceptions, it is assumed that the bidder is bidding on the article mentioned and not an approved equal, and the bidder will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

END OF INSTRUCTIONS TO BIDDERS

PART III
GENERAL TERMS AND CONDITIONS

- 1.0 **Duration of Contract.**
- 1.1 **Commencement and Expiration.** This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire two (2) years later, unless terminated earlier in accordance with the provisions of this Contract.
- 1.2 **Extension of Contract.** The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to the City's renewal clause as set forth in this Contract. This provision in no way affects or alters the City's ability to renew the Contract consistent with the renewal option clause. If it is then decided to renew the resulting Contract, the renewal date will commence on the day following the last day of the Contract extension.
- 1.3 **Renewal.** The City may, at its sole option, renew this Contract for up to two (2) 2-year renewal terms by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.
- 2.0 **Contractor Responsibilities.**
- 2.1 **Independent Contractor.** The Contractor shall provide the services required under this Contract as an independent Contractor.
- 2.2 **Advertising.** The Contractor shall not use any indication of its services to the City for commercial or advertising purposes without the prior written consent of the Director of Procurement Services.
- 2.3 **Anti-Kickback Provision.** The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 2.4 **Century Compliance.** The Contractor warrants that the hardware, software and firmware products, provided for the City's use or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.
- 2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.
- 2.6 **Contractor Misrepresentation.**
- 2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

2.6.2 **MBE/ESB Participation.** By issuing the Invitation for Bids, the City intends that MBE / ESB participation proposed as part of any bid in response hereto be binding on the Contractor. Consequently, if the Contractor falsely represents proposed MBE/ESB participation, or fails to comply with proposed participation, the Contractor may be in breach of Contract. Upon determination of a breach, the City shall have all available remedies for breach of Contract, which may include, but is not limited to, one or more of the following: (i) forfeiture, (ii) investigation, and (iii) debarment.

2.7 **Drug-Free Workplace.**

2.7.1 **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any Contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its sub-contractor to comply with the provisions outlined above will be cause for termination of the Contract.

2.7.2 **Contractor’s Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 (“Policy”) above.

2.8 **Human Rights.**

2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

- “a. It shall be an unlawful employment practice for an employer:
 - (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin; or
 - (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex or national origin.”

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.8.2 **Richmond City Code Compliance.** Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:

- (a) During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor shall 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.
- (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(b) During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every sub-contract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-contractor or vendor.

2.9 **Intellectual Property.** The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.10 **Personnel.** The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

2.11 **Property of Work.**

2.11.1 **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 **City Property.** Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.0 **Payment.**

3.1 **Basis.** The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Bid.

3.2 **Deliveries.** All deliveries shall be F.O.B. destination to the destination specified on the Bid Form. All bid prices are for F.O.B. destination and include only the actual freight rate costs at the lowest and best rate, based upon the actual weight of goods to be shipped. The required time for delivery

- will be as stated on the Bid Form unless the Contractor proposes a time for delivery that the City deems to be more favorable to the City than the required time for delivery stated on the Bid Form, in which case the Contractor's proposed time for delivery will govern. The required time for delivery is stated either as a fixed date by which the Contractor must make delivery or as a number of calendar days following the City's issuance of a purchase order within which the Contractor must make delivery.
- 3.3 **Terms.** The City's payment terms are Net 45 unless the bidder proposes payment terms that the City deems to be more favorable to the City than Net 45 by printing such payment terms in the space provided on the Bid Form. Time allowed for cash discounts will be computed from the date of the City's receipt of a proper invoice or the date of delivery to the City of the items invoiced, whichever is later.
- 3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.
- 3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.
- 3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.
- 3.7 **Taxes.** All bids shall be submitted exclusive of direct Federal, State and Local Taxes. The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption and will furnish its tax exemption certificate upon request. However, if the bidder believes that certain taxes are properly payable by the City, it may list such taxes separately in each case directly below the respective item bid price.
- 3.8 **Invoices.** The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor's federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the Contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City's Department of Finance at either:

accountspayable@richmondgov.com

or

City of Richmond
Accounts Payable
900 East Broad Street
Richmond, VA 23219.

The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the "Requester" identified on the purchase order at the "Ship To" address identified on the purchase order.

- 3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a MBE or ESB sub-contractor or vendor, it shall indicate the percentage of the invoiced amount that such MBE or ESB sub-contractor or vendor performed on the MBE-3 form available on the City’s website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City’s Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to MBE or ESB sub-contractors or Contractors.
- 3.10 **Payment by ACH.** The Contractor agrees that the City may make all payments to the Contractor, at the City’s option, of any or all amounts due under this Contract through the Automated Clearing House network.
- 4.0 **Indemnification and Insurance.**
- 4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys’ fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its sub-contractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys’ fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor’s sole expense any and all such claims or legal actions.
- 4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.
- 4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and the City shall not be responsible therefor.
- 4.2.2 **Policy Requirements.** All insurance Contracts and policies shall provide, or be endorsed to provide, as follows:
- (i) Subrogation against the City shall be waived.
 - (ii) The City and its officers, employees, agents and volunteers shall be named as an additional insured, except for Workers Compensation and Professional Liability.
 - (iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days’ written notice to the City.
 - (iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance Contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

4.2.3 **Evidence to Be Furnished.**

4.2.3.1 **Endorsements.** The Contractor shall furnish the City with a copy of the policy endorsement naming the City and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this section 4.2 (“Insurance”). The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefor.

4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City and its officers, employees, agents and volunteers are named as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days’ written notice to the City. All certificates of insurance shall show the City’s Contract Number.

4.2.3.3 **Contracts and Policies.** The Contractor is not required to furnish the City with copies of insurance Contracts or policies required by this section 4.2 (“Insurance”) unless requested at any time by the City’s Director of Procurement Services.

4.2.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 (“Insurance”):

- (i) Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (ii) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (iii) Statutory Workers’ Compensation and Employers’ Liability Insurance with the Alternate Employer Endorsement WC 000301.
- (iv) Either (a) for professional services, Professional Liability Insurance with limits of not less than \$1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than \$1,000,000 per claim.

5.0 **Assignment, Delegation and Sub-contracting.**

5.1 **By City.** The City may assign its rights or delegate its duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor’s business affairs without the prior written consent of the City.

5.3 **Sub-contracting.** This Contract shall not be sub-contracted without the prior written approval of the City’s Director of Procurement Services.

6.0 **Remedies and Termination.**

6.1 **Default.** In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

6.2 **Termination with Cause.**

6.2.1 **Notice.** The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the City's satisfaction, indicated in writing to the Contractor, during this seven calendar day period, then the City's notice of termination with cause shall be deemed null and void.

6.2.3 **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

6.3 **Termination without Cause.**

6.3.1 **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least 90 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.3.2 **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

6.4 **Termination by Contractor.**

6.4.1 **Notice.** The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor's intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.4.2 **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor's notice of termination shall be deemed null and void.

6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.

- 6.5 **Waiver.** The waiver by either party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.
- 7.0 **Dispute Resolution.**
- 7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.
- 7.3 **Contractual Claims.**
- 7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the Director of Procurement Services no later than 60 calendar days after final payment. (*See City Code § 21-167(a); see also Va. Code § 2.2-4363(A).*)
- 7.3.2 **Required Contents of Claim Submission.** The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific Contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The Director of Procurement Services, in the Director's sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.
- 7.3.3 **Procedures and Time Limit.** The procedures set forth in this section 7.3 ("Contractual Claims") and in City Code § 21-167 shall govern the consideration of contractual claims. The Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (*See City Code § 21-167(b); see also Va. Code § 2.2-4363(B).*)
- 7.3.4 **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (*See City Code § 21-167(c); see also Va. Code § 2.2-4363(D).*)
- 7.3.5 **Finality of Decision.** The decision of the Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals or, in

the alternative, by instituting legal action as provided in City Code § 21-169. (*See* City Code § 21-167(d); *see also* Va. Code § 2.2-4363(E).)

- 7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 (“Contractual Claims”) shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (*See* City Code § 21-167(e).)
- 7.4 **Alternative Dispute Resolution.** The Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (*See* City Code § 21-170; *see also* Va. Code § 2.2-4366.)
- 7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the City of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- 8.0 **Miscellaneous Provisions.**
- 8.1 **Audit.** The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor’s financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor’s compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any sub-contractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records subject to audit under this provision for a period of not less than five years after the expiration or earlier termination of this Contract locally or in a manner deliverable at the Contractor’s expense to a location in the metropolitan Richmond area.
- 8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
- 8.3 **Force Majeure.** If either party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- 8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Contractor and the City regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Contractor and the City regarding this Contract’s subject matter shall be of any effect.
- 8.5 **Modification.** This Contract shall not be amended, modified, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the Contractor and the City in accordance with the City’s Purchasing Policies and Procedures.

8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase “individual or entity” means any individual or entity, including, but not limited to, individuals, Contractors, sub-contractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

8.7 **Notices.**

8.7.1 **In General.** Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person’s authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

8.7.2 **Address.** All notices to the City shall clearly indicate the City’s Contract Number and shall be directed to:

Director of Procurement Services
 Department of Procurement Services
 City of Richmond
 900 East Broad Street, Room 1104
 Richmond, Virginia 23219

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor’s bid.

END OF GENERAL TERMS AND CONDITIONS

PART IV
SPECIAL TERMS AND CONDITIONS

1.0 **COOPERATIVE PROCUREMENT**

- A. Pursuant to City Code § 21-40 / Va. Code § 2.2-4304, this procurement is being conducted on behalf of other public bodies as well as the City. Other public bodies must make their own legal determinations as to whether use of this Contract is consistent with their laws, regulations and other policies.
- B. Unless the Contractor took exception to the requirements of this section at the time the Contractor submitted its response to the solicitation resulting in this Contract, the Contractor shall allow public bodies, as defined by the Virginia Public Procurement Act, within the United States of America to make purchases under this Contract at the prices set forth herein and in accordance with the terms, conditions and specifications of this Contract. Exception to this requirement by a respondent to the solicitation shall not affect any evaluation by the City of that respondent's response to the solicitation.
- C. The Contractor shall deal directly with any public body that elects to use this Contract. Solely for purposes of the relationship between the Contractor and such other public body that makes purchases under this Contract, such other public body shall have the rights and obligations ascribed to the City by this Contract.
- D. The City, its officers and its employees shall not be responsible for the placement of orders, invoicing, payments, contractual disputes or any other transactions between the Contractor and any other public body. In no event shall the City, its officers or its employees be responsible for any costs, damages or injuries resulting to any party from the use of the resulting Contract by another public body. Should another public body make purchases under the resulting Contract and breach or default in its obligations to the Contractor, the City shall have no liability for such breach or default by the other public body.
- E. The City assumes no responsibility for any notification of the availability of this Contract for use by other public bodies. However, the Contractor may conduct such notification after award of this Contract.
- F. The Contractor shall furnish the City with semi-annual reports identifying all other public bodies which used this Contract within the six months preceding the report, the quantities purchased from the Contractor by each, and the dollar amounts paid to the Contractor by each.



MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
 900 East Broad Street
 City Hall, 16th Floor, Suite 1603
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136

<http://www.RichmondGov.com/MBD>

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA	COMPANY NAME:		PROJECT NAME/CONTRACT No.		
	CONTACT NAME:	PHONE #	Fax#	Email:	
	BUSINESS LICENSE No.	BUSINESS LICENSING JURISDICTION:		FED ID NO/SSN	
PROPOSED PARTICIPATION CODES	A= First, Second, and/or Third Tier Subcontracting B=Supply Purchases C=Joint Venture D= Mentor-Protégé E = Other Credibly Viable Method				ENTER CODES BELOW
OWNERSHIP CODES	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)				
Minority / Emerging Small Business Commitments	SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	DOLLAR AMOUNT	PARTICIPATION
	ADDRESS	FED ID NO./SSN		% OF CONTRACT	OWNERSHIP
	1 ABC Co., Inc.	(XXX) 555-5555	Concrete Work	\$20,000	A
	110 Main Street Anywhere, USA	54-XXXXXX	Other Excavation	10%	2
	2				
	3				
	<input type="checkbox"/>				
	*IF OWNED TYPE "5 = OTHER" SPECIFY HERE:				
	MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND			TOTAL DOLLAR AMOUNT	
				TOTAL % OF CONTRACT	
Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.					
THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.					
SIGNATURE OF AUTHORIZED OFFICIAL:				DATE:	

INSTRUCTIONS / DEFINITIONS

1. **SUBCONTRACTOR** – a business hired by the prime contractor to perform a specific aspect of the contract. (Provide name of company, address and telephone number.)
2. **SCOPE OF WORK** – A commercially useful function performed by the contractor.
3. **EMERGING SMALL BUSINESS (ESB)** – A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.
4. **MINORITY BUSINESS ENTERPRISE (MBE)** – A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.
5. **FIRST, SECOND, AND/OR THIRD-TIER SUBCONTRACTING** – The scope of work that is initially contracted by the prime contractor to a subcontractor is considered 1st-tier subcontracting. If that subcontractor further subcontracts all or a portion of the work, it becomes 2nd-tier subcontracting. Likewise, if the 2nd-tier subcontractor decides to subcontract a portion of the work, it is 3rd-tier subcontracting. The prime contractor will receive credit for 100% of the dollar value of the 1st, 2nd, 3rd-tier subcontracting for MBE/ESB participation. [In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.](#)
6. **SUPPLY PURCHASES** – The prime contractor will receive credit for 100% of the dollar value of supplies purchased from an MBE/ESB.
7. **MENTOR/PROTÉGÉ** – An arrangement based on a written development plan, approved by the City, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. **MBE/ESB credit for a legitimate mentor/protégé arrangement will be four (4) points toward the satisfaction of the MBE/ESB goal for the specified project.**
8. **JOINT VENTURE** – An arranged partnership of the MBE/ESB and one or more other firms to carry out a single, for-profit project, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MBE/ESB is responsible for a distinct, clearly defined scope of work and whose share of the capital contributions, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. **MBE/ESB credit for legitimate joint ventures will be five (5) points toward the satisfaction of the MBE/ESB goal for a specified project.**
9. **OTHER CREDIBLY VIABLE METHODS – BLANKET BONDING** – The prime contractor covers the bonding requirement for the subcontractor. **MBE/ESB credit for Blanket Bonding will be two (2) points toward the satisfaction of the MBE/ESB goal for a specified project.**

Apprenticeship – An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or business. **MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.**
10. **DOLLAR AMOUNT & PERCENTAGE OF CONTRACT** – MBE/ESB monetary value and percentage of the subcontract.



Minority Business Development

900 East Broad Street
 City Hall, 16th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136

Email: mbd.compliance@richmondgov.com
<http://www.richmondgov.com/MBD>

PLEASE ATTACH INVOICES FROM YOUR SUBCONTRACTORS

MONTHLY COMPLIANCE REPORT (MBE-3)

Contractor/Subcontractor	Sheet of	Month/ Year	Date Submitted to the City of Richmond
Project Name		Contract No.	

Vendor Name Address Phone No./Fed ID No. or SSN	MBE		ESB		NON MBE/ESB		Subcontract Complete		Scope of Work
	Paid This Month	Paid-to-Date	Paid This Month	Paid-to-Date	Paid This Month	Paid-to-Date	Yes	No	
	Date Paid	Subcontract amt.	Date Paid	Subcontract amt.	Date Paid	Subcontract amt.			
ABC Co., Inc. 110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX	\$2,000	\$8,000					<input type="checkbox"/>	<input type="checkbox"/>	
	3/01/2008	\$30,000							
							<input type="checkbox"/>	<input type="checkbox"/>	
							<input type="checkbox"/>	<input type="checkbox"/>	
							<input type="checkbox"/>	<input type="checkbox"/>	
							<input type="checkbox"/>	<input type="checkbox"/>	

MBE-ESB-3 Monthly Compliance Report Form – Revised Date 9/1/2015

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

Minority Business Enterprise/Emerging Small Business

Monthly Compliance Monitoring Report

Instructions/Definitions

- 1. Vendor Name, Address, Phone No., Federal ID No.-** provide vendor name, address, phone number and include Federal ID number in column.
- 2. MBE Paid This Month/Date Paid-** provide amount paid to MBE subcontractor/supplier during current pay application. (Definition of Minority Business Enterprise (MBE)- a business that is at least 51% owned and controlled by minority group members. In case of a publicly owned business, at least 51% of the stock is minority owned and minority group members control the business. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, or American Indian.
MBE Paid to Date – provide total amount paid to MBE subcontractor/supplier up to this pay application
Dollar Value of Subcontract – provide total subcontract dollar amount of original contract agreement. **In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.**
- 3. ESB Paid This Month** – provide amount paid to ESB subcontractor/supplier during current pay application. (Definition of Emerging Small Business (ESB) – a business that (1) has been certified by the Office of Minority Business Enterprise for a period of seven years or less, (2) **In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.**
- has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction of business or of \$250,000 or less if engaged in a non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City Business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.
ESB Paid to Date – provide total amount paid to ESB subcontractor/supplier up to this pay application.
Dollar Value of Subcontract – provide total subcontract dollar amount of original contract agreement.
- 4. NON-MBE/ESB Paid This Month / Date Paid** – provide amount paid to subcontractor/supplier during current pay application.
- 5. Subcontract Completed** – did the subcontract work or supplier satisfy the conditions of the contract agreement?
- 6. Scope of Work** – describe work or service performed.
- 7. Invoices** – include all invoices for all payments.
- 8. MBE-3 Report & Invoices** – all MBE-3 forms and invoices can be mailed or emailed to MBD.Compliance@RichmondGov.com