

CITY OF COLONIAL HEIGHTS, VIRGINIA



INVITATION FOR BID: # 22-011302-1125

CONTRACT FOR CUSTODIAL SERVICES

PRE BID CONFERENCE: JANUARY 5, 2022, 10:00 AM

BID OPENING DATE: JANUARY 13, 2022, 2:00 PM

CITY OF COLONIAL HEIGHTS CONTACTS:

CRAIG SKALAK, DIRECTOR OF RECREATION AND PARKS
OFFICE: 804-520-9390, skalakc@colonialheightsva.gov

JUDI WHITT- PROCUREMENT SPECIALIST, 804-520-9358, whittj@colonialheightsva.gov

City of Colonial Heights
Finance/Purchasing Department
201 James Avenue – P.O. Box 3401
Colonial Heights, VA 23834-9001
Judi L. Whitt, Procurement Specialist
(804) 520-9358 Fax (804) 524-8723
whittj@colonialheightsva.gov

November 30, 2021

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Sealed bids, subject to the plans, specifications and conditions contained herein and attached hereto, will be received at the above office until, but no later than **2:00 PM, January 13, 2022, for furnishing the City of Colonial Heights with an annual contract for Custodial Services.**

Your bid to be considered must be submitted on copy of this Invitation to Bid in the places provided. Please keep a duplicate copy for your records. Bidders shall sign this form in the spaces provided without detaching from rest of bid and must return bid in its entirety to the above noted office/address. Bids shall be returned in a sealed envelope marked with the above Invitation Number, Bid Date and Project Name.

Time is of the essence, and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the bidder for ensuring that their bids are stamped by Purchasing Department personnel or designated personnel before the deadline outlined above.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Colonial Heights encourages all businesses, including minority and women-owned businesses to respond to all invitations to Bid and Request for Proposals.

All items shall be bid as specified or an approved equal unless the item specifically states no substitute. If bidding other than specified, complete specifications on each item quoted upon must be submitted with bid. Failure to comply with this requirement will be cause for rejection of bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days except as provided in Section 2.2-4430, Procedure 1, Code of Virginia, which states the bidder shall give notice in writing of his claim to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

Any contract amount over \$25,000.00, the contractor must supply the Purchasing Department a copy of their Colonial Heights Business License.

Questions relating to this Invitation for Bid should be directed to Ms. Judi L. Whitt, Procurement Specialist, telephone (804) 520-9358, whittj@colonialheightsva.gov Questions relating to the Scope of Work and/or additional information should be directed to Mr. Craig Skalak,, Director of Recreation & Parks, office: 804-520-9390, Skalak@colonialheightsva.gov

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Examination of Facilities

It shall be the full responsibility of all bidders to conduct a thorough and complete examination of the field conditions prior to submitting their bids. **A pre-conference will be held on Wednesday, January 5, 2022, at 10:00AM in City Hall, Council Chambers, 201 James Avenue – 1st Floor, Colonial Heights VA, followed by an inspection of the sites.**

Guarantee of Work

The contractor shall assemble and duly guarantee all warranties as required by these specifications. He shall assemble and deliver to the City all bonds, guarantees, releases, etc. required by these specifications before final payment is made.

The contractor shall guarantee all work against defective workmanship and materials for a period of one (1) year after acceptance of the project the City. The contractor at no cost shall make any equipment or work found to be faulty during this period good to the City.

Proprietary Information

The Code of Virginia states: “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.”

Minority Bidders

The City of Colonial Heights Purchasing Department encourages all businesses, including minority and women-owned business to respond to all invitations to Bid and Requests for Proposals.

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Availability of Funds

It is understood and agreed between the parties that the City of Colonial Heights shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Choice of Law and Venue

Any disputes under a resulting contract, that cannot be resolved between the City of Colonial Heights and the contractor, must be resolved in the Circuit Court of the City of Colonial Heights. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws and regulations.

Bid Guarantee - (Bid Bond Form Provided Must be Used)

Each proposal must be accompanied by a certified check equal to 5% of the amount of the proposal or a bid bond equal to 5% of the amount of the proposal. Such Bid Bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of ninety (90) days after the scheduled closing time for receipt of bids, and that if his bid is accepted, he will enter into an agreement with the owner in accordance with the Form of Agreement as indicated herein. Any mistakes or error on the part of the bidder in preparing his bid confers no right upon the bidder to withdraw his bid after the designated time in said Contract and give stipulated Guarantee Bond within fifteen (15) days after written notification of award, the bidder in any particular hereof. Checks will be returned to the unsuccessful bidders promptly after it is determined who the successful bidder is and the award has been made.

Noncollusion Affidavit of Prime Bidder – (Form Provided Must be Used)

Each proposal must be accompanied by a properly executed and notarized copy of the Noncollusion Affidavit of Prime Bidder.

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Guarantee Bond – (Form Provided Must be Used)

If awarded the contract, the contractor shall furnish a performance bond and a labor and material payment bond in the amount of the total amount of the contract price. The performance bond and labor and material payment bond shall be approved by the City Attorney.

In lieu of a bid, performance or payment bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. Upon approval of the City Attorney, a bidder may furnish a personal bond, property bond or bank or saving and loan associations letter of credit on certain designated funds in the face amount required. Approval shall be granted only upon a determination that the alternative form of surety affords protection to the City equivalent to the corporate surety's bond.

The contractor **may** require as part of the agreement between the subcontractor and the contractor, a payment bond with surety thereon in the amount of 100% of the work sublet to the subcontractor. Each such bond shall be constructed, regardless of language, as incorporating, within its provisions, the obligation to pay those persons who furnish labor or material as aforesaid; provided however, that subcontracts between the Contractor and the manufacture or a fabricator shall be exempt from the provision required a payment bond and provided further that subcontracts for less than \$10,000 are also exempt hereunder.

Other Contract Documents – (Forms Provided Must be Used)

The Hold Harmless Agreement and shall be submitted by the successful bidder upon execution of the agreement.

Termination of Contract

It shall be the sole right of the City to terminate any contract upon written thirty (30) day notification to the contractor.

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Nondiscrimination Clause

In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:

1. The contractor will not discriminate against any employee or applicant for employment because of disability, race, religion, sex or national origin except where religion, sex or national origin 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, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor shall include the provisions of the foregoing paragraphs, 1, 2 and 3 in every subcontract or purchase order over \$10,000 so that the provision will be binding upon each subcontractor or vendor.

Drug Free Workplace

In accordance with Section 2.2-4312 of the Code of Virginia, during the performance of this contract, the contractor agrees to:

1. Provide a drug-free workplace for the contractor's employees
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
4. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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Faith-Based Organizations

In accordance with Code of Virginia, Section 2.2-4343.1, the City of Colonial Heights does not discriminate against faith-based organization.

Contractor's Insurance

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. **The Contractor shall furnish an original Certificate of Insurance, naming the City of Colonial Heights as an additional insured.** Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder.

The Contractor shall furnish insurance in satisfactory limits and on forms and of companies that are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. The contractor will provide a minimum of liability insurance as follows:

- Workmen's Compensation – Statutory Limits
- Contractor's liability covering all operations performed by the contractor or any subcontractor with limits of not less than \$1,000,000 combined single limit. Sub contractors are subject to the same limits and must submit certificates of insurance to this office. All certificates of insurance must name the City of Colonial Heights as additionally insured.
- Automobile liability insurance-all owned, non-owned and hired automobiles with same limits as in (b) above.

Certification of above insurance requirements will be required before the issuance of an award. Also required to be submitted with the insurance certificate is the complete address, phone number and contact person for the insurance company. The authorized agent signing on behalf of the insurance company must submit certification that they are a licensed agent to do business for the Company within the State of Virginia.

Certificate holder should be listed as – City of Colonial Heights, c/o Purchasing Department, 201 James Avenue, 2nd floor, P.O. Box 3401, Colonial Heights, VA 23834-9001.

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If the Certificate of Insurance Form being furnished is other than the City Form, the certificate of insurance must be modified by striking the words “endeavor to” in the second line and by striking the clause ‘but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Qualification of Bidders

The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if evidence submitted by or investigation of such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditionals bids will not be accepted.

Contract Period

The contract period shall run from the date of award for one (1) year. Rates quoted shall remain firm through the contract period.

The right is reserved to extend this contract for a period not to exceed five (5) years, to be mutually negotiated between the two parties, prior to the expiration date.

The City of Colonial Heights may cancel the contract, upon thirty (30) days written notice to the contractor. The City may, at its option, terminate the contract immediately, if the service (s) provided do not meet with the complete satisfaction of the City’s Building & Grounds Department

The continuation of the terms, conditions and provisions of this contract beyond the fiscal year, is subject to the approval and ratification by the Colonial Heights City Council and appropriation by them of the necessary money to fund said contract each succeeding year.

Desired Work

It is the intent of this bid, to procure a contract to provide complete custodial services, to include the furnishing of all management, supervision, labor, materials, equipment, permits, fees and insurance coverage and shall plan, schedule, coordinate and assure effective performance to maintain the buildings listed in the proposal sheet in a clean and sanitary condition, suitable for public accommodation and in accordance with the specifications and conditions contained herein. IT IS THE FURTHER INTENT OF THIS CONTRACT TO PROVIDE THE TYPE OF CUSTODIAL SERVICE THAT WILL MAKE THE BUILDINGS “SHINE” AND STAND OUT IN THE EYES OF AN OBSERVER.

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Equipment and Supplies

The contractor shall furnish all equipment and cleaning supplies to include paper products (towels, 2-ply toilet tissue, soaps and toilet seat covers, as well as waster receptacle liners. All paper products shall meet EPA guidelines for post-consumer recycled content. All chemicals shall be environmentally safe, not harmful to humans. The contractor shall provide all necessary equipment, i.e vacuum cleaners, buffer, etc. In the event that the contractor would like to change out any dispensers, prior approval shall be need by the City. All expenses shall be borne by the Contractor.

Protection of Persons and Property

The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the contract.

The contractor shall be familiar with and operate at the guidelines set forth by OSHA (Occupational Safety and Health Administration), which affect custodial and housekeeping operation, including (without limitation) all guidelines regarding the labeling of all materials and supplies which may be hazardous to employees or others.

The contractor shall be responsible for instructing his personnel in the appropriate safety measures and shall not permit them to place equipment in traffic lanes or other locations, that could create a safety hazard. Custodial serve workers shall be required to interrupt performance of the work if necessary, to allow passage of traffic.

“CAUTION, WET FLOOR” signs shall be furnished and displayed by the contractor during all operations involving liquids on floor surfaces or whenever inclement weather or other circumstances create a condition of slipper floors due to liquids on the floor, or liquids being tracked in by pedestrians.

The contractor shall not store rags, paper or other combustible supplies, near possible sources of ignition, but shall store materials in approved fire proof or hazardous material storage containers as required by the Colonial Heights Fire Marshall.

Material Safety Data Sheets (MSDS)

It shall be the responsibility of the contractor to furnish material safety data sheets (MSDA) at each location, as applicable, and to ensure all containers are labeled in accordance with the Virginia Hazard Communications Standard.

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

Labeling of Hazardous Materials – contractor shall comply with OSHA Regulations concerning the labeling of all chemical containers.

Utilities

Contractor shall be responsible for instructing employees in utility conservation practices, and shall operate in such a manner that precludes the waste of utilizes including by not limited to the following:

- Lights shall be used only in areas where, and at the time when, work is actually being performed. Upon completion of work in an areas, lights shall be turned offed.
- Employees shall not adjust any mechanical control equipment for heating, ventilation and air conditioning
- Water faucets or valves shall be turned off after use.

Contractor Representative

The contractor shall provide the name and telephone number of the service supervisor for the contract. The service supervisor shall be available by cellular phone during working hours. A Daytime contact telephone number shall also be provided.

Contractor's Employees

The City of Colonial Heights shall be furnished a list of all persons that will be assigned to work in City facilities. This list is to be updates as needed.

No employee of the City of Colonial Heights shall be employed by the contractor to work at City facilities.

All employees of the contractor must be carefully screened, trained and supervised by the contractor.

Prior to beginning work, the contractor agrees that each of their employees, will be subject to a background check.

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Contractor shall furnish sufficient supervisors to oversee personnel performing contract services and ensure the satisfactory performance of work.

Contractor's personnel shall not smoke within owners facilities. Contractor's personnel also shall not possess alcohol or illicit drugs on City property, nor shall they report to work under the influence of alcohol or drugs.

Contractor personnel shall at all times during performance of duties under the contract, maintain a level of personal appearance and hygiene commensurate with the duties being performed.

Contractor personnel shall not permit friends, relatives or others not performing services under this contract to visit, accompany, or otherwise interact with them while at the work site. Contractor personnel shall refrain from using City telecommunications equipment, photocopiers, or other equipment not necessary to the completing of assigned duties.

Contractor's personnel shall not open desk drawers, file cabinets, or other office file storage areas, nor shall they read, copy, alter, or otherwise tamper with any papers, books, files or other material as may be found in or around office areas.

Any of the following actions (without limitations) by contractor's employees shall be reasonable cause for removal of such employee from any duties in the performance of this agreement.

- Employee enters any portion of a building in which his/her presence is not required by his/her work.
- Lacking identification
- Using any telephone in a building
- Sitting on furniture in the office areas of a building
- Using any office equipment or supplies in a building
- Opening any drawers, cabinets, files, etc., or reading or removing any letters, documents, or similar materials.
- Wearing any unusual, bizarre or obviously inappropriate clothing or makeup while on the job.
- Continuing to engage in any loud, boisterous or un-workmanlike conduct after being cautioned that such conduct is not acceptable.
- Using any personal equipment such as radios, calculators, coffee pots, etc. belonging to the City or its occupants.
- The taking of food or drinks for refrigerators or rest areas, or removal of any item not belonging to contractor's employees.

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Bidder Qualifications

Bidders are required to have engaged in commercial or institutional custodial service contracting in the Richmond or Tri-City area for a period of no less than one (1) year and have sufficient staff currently in their employment to adequately service the buildings listed.

Subletting Of Contract

The contractor may not sublet all or any portion of this contract without securing written approval of the Purchasing Department.

Monthly reports and invoices

Contractor will furnish a monthly invoice to the Department of Finance for one-twelfth (1/12) of the annual contract sum, referencing the City of Colonial Heights purchase order number.

Holidays Excluded

Service will not be required on regularly scheduled or two (2) day City holidays, with the exception of the Senior/Teen Center and the Police Department. These buildings will be cleaned as outlined under the Contract Cleaning Requirements.

There are currently thirteen (13) holidays observed by the City each year. A listing of current holidays observed by the City, will be furnished to the successful bidder. These dates may be subject to change at the discretion of the City Council of the City of Colonial Heights. The contractor will be notified, in writing, as to any subsequent changes.

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City Buildings

The buildings, for which Custodial Services will be furnished, are as follow:

- | | | |
|--------------------------|------------------------|----------------------------------|
| 1. City Hall | 201 James Avenue | Approximately 24,000 square feet |
| 2. Senior/Teen Center | 157 Roanoke Avenue | Approximately 7,918 square feet |
| 3. Courthouse | 550 Boulevard | Approximately 56,000 square feet |
| 4. Fire Department | 100 B Highland Avenue | Approximately 12,466 square feet |
| 5. Health Department | 200 Highland Avenue | Approximately 2,700 square feet |
| 6. Police Department | 100 A Highland Avenue | Approximately 12,063 square feet |
| 7. Public Library | 1000 Yacht Basin Drive | Approximately 17,500 square feet |
| 8. Public Works Building | 501 Lake Avenue | Approximately 600 square feet |
| 9. Rec & Parks Building | 901 Meridian Avenue | Approximately 1,300 square feet |
| 10. Rec & Parks Building | 200 Roanoke Avenue | Approximately 300 square feet |

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Frequency of Cleaning

1.	City Hall	201 James Avenue	Five (5) nights per week (Mon – Friday) Between 5:00 PM – 11:30 PM
2.	Community Center	157 Roanoke Avenue	Seven (7) mornings per week Must be completed by 7:30 AM each morning
3.	Courthouse	550 Boulevard	Five (5) nights per week (Mon – Friday) (Between 4:00PM – 11:30 PM)
4.	Fire Department	100 B Highland Avenue	Five (5) nights per week (Mon – Friday) (Between 4:00PM – 11:30 PM)
5.	Health Department	200 Highland Avenue	Five (5) nights per week (Mon – Friday) (Between 5:00 PM – 11:30 PM)
6.	Police Department	100 A Highland Avenue	Seven (7) nights per week (Starting at 3:00 PM)
7.	Public Library	1000 Yacht Basin Drive	Six (6) mornings per week (Mon – Sat) (must be finished by 8:30 AM, As the library opens at 9:00AM)
8.	Public Works Building	501 Lake Avenue	Two (2) nights per week (Tuesday & Thursday – Between 5:00 PM -7:00 PM)
9.	Rec & Parks Building	901 Meridian Avenue	Two (2) nights per week (Tuesday & Thursday –Between 4:00 PM – 6:00 PM)
10.	Rec & Parks Building	200 Roanoke Avenue	Two (2) Nights per week (Tuesday & Thursday – Between 4:00 PM – 6:00 PM)

Upon the start of each contract year, the contractor shall submit a schedule for all scheduled services, other than those performed nightly or weekly, to the City for approval. These services include interior/exterior window cleaning, stripping/waxing of uncarpeted floors, steam cleaning of carpeted floors, etc.

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Cleaning Specifications

It is the City's expectation that all contractor's custodial staff are informed and aware of the stated Cleaning Specifications. Appropriate City building staff may require custodial staff to initial a department provided nightly checklist.

General Cleaning

1. All wastebaskets will be emptied and waste removed to a designated area on the premises **nightly**. The designated waste area shall be kept neat and free of litter by the contractor.
2. All horizontal surfaces of furniture, office equipment, window sills, door panels, radiators or convectors, built-in units or other horizontal surface within reach while standing on the floor will be dusted **once per week**, using approved dust control methods and materials.
3. Glass partitions, inside windows, doors, door frames, bookcases fronts, etc. will be spot cleaned and kept free from hand prints and smudges **nightly**.
4. All sand urns, ashtrays, receptacles, etc, including those immediately adjacent to exit doors, will have all refuse removed and will be wiped off **nightly**
5. All carpeting will be vacuumed **twice weekly** and spot cleaned nightly
6. Porches, stoops and exterior areas not exceeding 10' around entrances will be swept **twice weekly** and picked up as needed.
7. Water fountains will be cleaned and polished **nightly**.

Restroom Service

1. Restroom supplies will be replenished **nightly** with properly sized paper products for dispensers
2. Floors will be swept, scrubbed/mopped and disinfected **nightly**.
3. Washbasins and mirrors will be washed **nightly**.
4. The exterior and interior of toilets and urinals will be soured and disinfected **nightly**.
5. Tile walls and stall partitions will be washed and disinfected **weekly**.

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Kitchen Service

1. In those buildings that have kitchen or food preparation areas, supplies will be replenished **nightly**, i.e. liquid soap, properly sized paper products for dispensers, etc.
2. Floors will be swept, scrubbed/mopped and disinfected **nightly**.
3. Sinks will be scoured **nightly**.
4. Cabinets will be cleaned **weekly** (exterior)
5. Refrigerators, stoves and like appliances will be cleaned **weekly** (exterior)
6. Stove hood will be cleaned **weekly** and filter cleaned **monthly**
7. Ovens, including microwaves, will be damp cleaned **weekly** and thoroughly cleaned as required.

Periodic Cleaning

1. Doorknobs, hardware, switch plates, ashtrays, fire extinguishers, etc, will be cleaned **weekly**.
2. Interior glass partitions and windows will be completely cleaned **weekly**.
3. Exposed high pipes, ducts, lockers, files and cabinets, tops of windows and doorframes will be vacuumed **monthly**.
4. All lighting fixtures will be dusted every **six months**, and must be washed at the onset of the maintenance contract.
5. Venetian blinds will be dusted **quarterly**.
6. All exterior windows will be washed, both inside and outside, every **six months** (between the hours of 8:30 AM – 5:00 PM). Schedule to be submitted by the contractor and approved the City.
7. Outside refuse containers at the Public Library will be placed at the street curbside every **Tuesday night**. Cans to be taken off the street Wednesday night and placed back into service.

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8. Walls shall be damp wiped **as required**.

Floor Cleaning and Waxing Services

1. All uncarpeted floors will be stripped and waxed at onset of contract every **six months** thereafter. In addition, the Library and Community Center building will be machine-scrubbed and waxed monthly, to keep the floors in good condition.
2. All floors will be swept nightly and any having foreign matter and/or stains cause by spillage, etc, will be mopped up **nightly**.
3. All composition-floor corridors will be damp mopped **twice weekly** and buffed **weekly**. Any areas showing traffic wear will be mopped and buffed (waxed as required) at more frequent intervals.
4. All carpeted areas are to be cleaned by the "Steam Cleaning" method at least once during the year – in the spring time, with the following exceptions: Police Dispatcher's office, including the walls and Records area, shall be thoroughly cleaned twice per year (spring and fall); the library shall be cleaned four times per year (quarterly). Cleaning shall be done over a weekend, or as arranged with the facility, so as not to disturb normal business operations.

Stairwells

1. All stairwells shall be swept or vacuumed **every night** that applicable building is serviced. Stairwells shall be damp mopped once per week and buffed (waxes as required) twice per month. All stripping and waxing shall be done as outlined above (Floor Cleaning and Waxing Services).

City of Colonial Heights
 Finance/Purchasing Department
 201 James Avenue – P.O. Box 3401
 Colonial Heights, VA 23834-9001
 Judi L. Whitt, Procurement Specialist
 (804) 520-9358 Fax (804) 524-8723
whittj@colonialheightsva.gov

November 30, 2021

22-011302-1125

Green Cleaning Policy for Colonial Heights Courthouse (550 Boulevard)

The following section applies to all cleaning procedures, cleaning material purchases, cleaning equipment purchase and cleaning services that occur inside on the building site and grounds for the Colonial Heights Courthouse, 550 Boulevard, Colonial Heights VA.

Purchasing guidelines - Sustainability criteria for cleaning products and materials

Whenever possible, cleaning products shall meet one or more of the following standards for the appropriate category, in accordance with LEED EBON V2009 IEAc3.3 Green Cleaning: Purchase of Sustainable Cleaning Products and Materials:

- Green Seal GS-37 for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes;
- UL 2792 (formerly CCD 110) for cleaning and degreasing compounds;
- UL 2759 (formerly CCD 146), for hard-surface cleaners;
- UL 2795 (Formerly CCD 148) for carpet and upholstery care
- Green Seal GS-40, for industrial and institutional floor care products;
- UL 2777 (Formerly CCD 147), for hard-floor care;
- EPA Design for the Environment Program’s Standard for safer Cleaning Products; and/or
- Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims)

Disinfectants, metal polish, or other products not addressed by the above standards must meet one or more of the following standards

- UL 2798 (formerly CCD 112), for digestion additives for cleaning and odor control;
- UL 2791 (formerly CCD 113) for drain or grease trap additives;
- UL 2796 (formerly CCD 115/107) for odor control additives;
- Green Seal GS-52/53, for specialty cleaning products;
- EPA Design for the Environment Program’s standard for safer cleaning products; and/or
- Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims.)

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Disposable janitorial paper products and trash bags must meet the minimum requirements of one or more of the following programs

- EPA comprehensive procurement guidelines, for janitorial paper;
- Green Seal GS-01, for paper towels and napkins;
- Green Seal GS-01, for tissue paper;
- Environmental Choice CCD-082, for toilet tissue and Environmental Choice CCD-086, for hand towels
- Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers;
- FSC certification, for fiber procurement;
- EPA comprehensive procurement guidelines, for plastic trash can liners; and/or janitorial paper.

Hand soaps and hand sanitizers must meet one or more of the following standards:

- No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g. food service and health care requirements)
- Green Seal GS-41, for industrial and institutional hand cleaners;
- UL 2784 (formerly CCD 104) for hand cleaners and hand soaps;
- UL 2783 (formerly CCD 170) for hand sanitizers;
- EPA Design for the Environment Program's standard for safer cleaning product

Sustainability Criteria for Cleaning Equipment

All powered equipment must have the following features:

- Safeguards, such as rollers or rubber bumpers, to avoid damage to building surfaces;
- Ergonomic design to minimize vibration, noise, and user fatigue, as reported in the user manual in accordance with ISO 5349-1 for arm vibrations, ISO 2631-1 for vibration to the whole body and ISO 11201 for sound pressure at operator's ears.
- As applicable, environmentally preferable batteries (e.g. gel, absorbent glass mat, lithium ion) except in applications requiring deep discharge and heavy loads where performance or battery life is reduced by the use of sealed batteries.

Vacuum cleaners must be certified by the Carpet and Rug Institute seal of Approval/Green Label Vacuum Program and operate with a maximum sound level of 70 dBA or less in accordance with ISO 11201.

Carpet extraction equipment, for restorative DDP cleaning, must be certified by the Carpet and Rug Institute's Seal of Approval Deep Cleaning Extractors and Seal of Approval Deep Cleaning Systems program.

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Powered floor maintenance equipment must be equipped with such as vacuums, guards, or other devices for capturing fine particulates and must operate with a maximum sound level of 70 dBA, in accordance with ISO 11201.

Propane-powered floor equipment must have high-efficiency, low emissions engines with catalytic converters and mufflers that meet the California Air Resources Board of EPA standards for the specific engine size and operate with a sound level of 90dBA or less, in accordance with ISO 11201.

Automated scrubbing machines must be equipped with variable-speed feed pumps and either (1) on-board chemical metering to optimize the use of cleaning fluids or (2) dilution control systems for chemical refilling. Alternatively, scrubbing machines must use tap water only, with no added cleaning products.

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November 30, 2021

22-011302-1125

Proposal

To furnish all materials, labor, equipment and supplies necessary to perform custodial services as per specifications attached in this bid:

	Per Month	Per Year
City Hall, 201 James Avenue (5 nights per week) (Monday – Friday)	\$ _____	\$ _____
Senior/Teen Center, 157 Roanoke Avenue (7 mornings per week) (Monday – Sunday)	\$ _____	\$ _____
Courthouse, 550 Boulevard (5 nights per week) (Monday – Friday)	\$ _____	\$ _____
Fire Department, 100 B Highland Ave (5 nights per week) (Monday – Friday)	\$ _____	\$ _____
Health Department, 200 Highland Ave (5 nights per week) (Monday – Friday)	\$ _____	\$ _____
Police Department, 100 A Highland Ave (7 nights per week) (Monday – Sunday)	\$ _____	\$ _____
Public Library, 1000 Yacht Basin Drive (6 mornings per week) (Monday – Saturday)	\$ _____	\$ _____
Public Works Bldg, 501 Lake Ave (2 nights per week) (Tuesday & Thursday)	\$ _____	\$ _____
Rec & Park Bldg, 901 Meridian Avenue (2 nights per week) (Tuesday & Thursday)	\$ _____	\$ _____
Rec & Park Bldg, 200 Roanoke Avenue (2 nights per week) (Tuesday & Thursday)	\$ _____	\$ _____
Total Amount per month x 12 months	\$ _____	\$ _____

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22-011302-1125

If Signature is other than the President, please furnish this office a letter of explanation for authority to sign for the President.

Name of Bidder _____

Taxpayer's Identification _____ Email Address _____

Complete Address _____

Name (Type or Print) _____ Signature _____

Date _____ Telephone number (____) _____ Cellular Number _____

Fax number _____

In compliance with Invitation for Bids 16-081902-1057 and subject to all conditions thereof and attached thereto, the undersigned offers and agrees, if this Bid be accepted within 90 calendar days from the date of opening, to furnish any and all of the items upon which the prices are quoted.

My signature certifies that the accompanying proposal is not the result of or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law and can result in fines, prison sentences and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or personal that could be considered as a conflict of interest to the City of Colonial Heights, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationship with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Colonial Heights, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Colonial Heights.

I herby certify that I am authorized to sign as a Representative for the Firm:

Secretary

Name _____

By _____
Signature of Bidder/Title

Subscribed and sworn to before me this _____ day of _____, 2016

Contractor Data Sheet

To Be Completed by Bidder and Submitted with Bid

Qualifications of Bidders: Bidders shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the City.

Indicate the length of time you have been in business as a company providing the type of service required for this contract (Minimum of three years) _____ Years _____ Months

Reference #1 _____

Address _____

Phone number _____ Contact person _____

Length of time Servicing this account _____

Total Square Footage Cleaned _____

Reference #2 _____

Address _____

Phone number _____ Contact person _____

Length of time Servicing this account _____

Total Square Footage Cleaned _____

Reference #3 _____

Address _____

Phone number _____ Contact person _____

Length of time Servicing this account _____

Total Square Footage Cleaned _____

Reference #4 _____

Address _____

Phone number _____ Contact person _____

Length of time Servicing this account _____

Total Square Footage Cleaned _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
 (hereinafter called "Principal"), as Principal and _____,
 a corporation duly organized under the laws of the State of _____,
 (hereinafter called "Surety"), as Surety are held and firmly bound unto the City of Colonial Heights, Virginia
 (Hereinafter called "Oblige") as obligee, in the sum of _____
 (\$_____) for the payment of which sum well and truly to be made, the said Principal and the said
 Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
 firmly by these presents.

Whereas, the Principal has submitted a bid to the obligee for _____

Now, therefore, if the obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with goods and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20_____

Attest: _____ (Seal)

 Principal

Attest: _____

 By _____
 _____ (Seal)
 Title
 Surety

Surety Countersigned:

By _____

 Attorney-in-Fact

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

City of _____

County _____

_____ Being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner, officer, representative or agent)

of _____, the bidder has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid.

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspire, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or Sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Colonial Heights or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name)

(Title)

Subscribe and sworn to before me this _____ day of _____, 20_____

(Title)

My commission expires _____

HOLD HARMLESS AGREEMENT

I (we) _____, agree to the following provision relating to Indemnification of the CITY OF COLONIAL HEIGHTS whereby:

- (a) The Contractor shall indemnify and save harmless the City, its agents and employees from and against all claims, damages, losses to persons or to property and expenses including attorneys' fees alleged to have been caused through the negligent performance of any part of the work herein, whether such default be asserted to have been in the performance of any part of the work herein, whether such default be asserted to have been in the performance of a duty of employees, to the owners of property or to members of the public. Contractor shall be responsible to City for the acts and omissions of all person, firms or corporations directly or indirectly employed by contractor in connection with the work.
- (b) In any and all claims against the City or any of their agents or employees by any employee of the Contractor or anyone directly or indirectly employed by them may be liable, the indemnification obligation under paragraph (a) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workmen's compensation act, disability benefit acts or other employee benefit acts. Insurance coverage specified in any part of this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract.

CONTRACTOR: _____

By: _____
(Name and Title)

STATE OF _____ of _____

To-WIT: I _____ a Notary Public in and for the _____

_____ aforesaid in the State aforesaid, do certify that _____

_____ whose name is signed to the above agreement bearing the date of _____

_____ day of _____, 20_____, personally appeared before me in my

_____ and State aforesaid and acknowledged the same as his / her act and deed.

My Commission expires the _____ day of _____, 20 _____.

Given under my hand this _____ day of _____, 20 _____.

SIGNATURE OF NOTARY PUBLIC

City of Colonial Heights – Colonial Heights Virginia

BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ and _____
_____ are held and firmly bound unto the City of Colonial Heights and to the persons performing labor and furnishing materials in the just and full sum of _____ Dollars; to the payment whereof, well and truly made to the said City we bind ourselves and each of us jointly and severally, firmly by these presents. Sealed with the seals of the parties hereto and dated this _____ day of _____ in the year A.D., 20_____.

The condition of the above obligation is such that whereas the above bound _____
_____ did, on the _____ day of _____, 20_____
enter into a contract with the City of colonial Heights for _____ which contract is by reference thereto hereby expressly made a part of this bond..

Now if the said _____ shall well and faithfully perform said contract, and each and every condition, stipulation and requirement thereof, without default, and shall indemnify and save harmless the City of Colonial Heights from any and all claims against the City under the Virginia Workman’s compensation Act, arising out of the performance of said contract or any work done in connection therewith, and from any and all damages, either directly or indirectly arising out of any failure to perform the same, and shall pay all cost for labor, equipment, vehicles, tools, appliances and materials any and all patent fees, and from any and all damages occasioned any party or parties, in person or property, by the negligent doing of the work provide for by said contract, or negligent failure to perform the conditions and requirements thereof, then the above obligation is to be void; otherwise the same shall remain in full force and virtue.

The same (Bonding Co.) _____ for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same. (N.B. – Where a firm gives bond, all members of the firm should sign individually.)

IF A CORPORATION

President _____ (Affix Corporate Seal)

Attest – Secretary _____ Attorney-in Fact

OTHER THAN A CORPORATION

Countersigned _____

Resident Agent

Approved as to Form _____
City Attorney

Bond – Continued (Acknowledgment – Corporate Principal)

State of _____ of _____

To wit: I _____ a Notary Public in and for the _____

_____ aforesaid in the State aforesaid do certify that _____

and _____ whose names as _____

and _____ respectively, of _____

are signed to the foregoing bond bearing date the _____ day of _____, 20_____

personally appeared before me in my _____ and State aforesaid and acknowledged the same in behalf of the said corporation, as its act and deed.

My commission expires the _____ day of _____, 20_____.

Given under my had this _____ day of _____, 20_____

Notary Public

(Affidavit and Acknowledgment of Surety)

State of _____ of _____ To wit:

I _____ a Notary Public in and for the _____ and State aforesaid,

Do certify that _____ whose name is signed to the foregoing bond bearing date this

_____ day of _____ 20_____, personally appeared before me in my

_____ and State aforesaid and made oath that he is _____ of

_____ ; that he is duly authorized to execute the foregoing bond by virtue of

a certain power of attorney of the said company dated the _____ day o f _____ 20_____ ,

and recorded in the Office of the Clerk of the _____ Court of _____

of Virginia, in Deed book _____ page _____ ; that the said Power of Attorney has not

been revoked; and that the said company has complied with all the requirements of law regulating such companies in the transaction

of business in the State of Virginia. And the said _____ thereupon, the in name and on behalf of the said

company, acknowledged the foregoing bond as its act and deed.

My commission expires the _____ day of _____ 20_____ .

Given under my hand this _____ day of _____ 20_____ .

Approves as to form _____
City Attorney

Notary Public

CONTRACTOR'S AFFIDAVIT

PROJECT:
(NAME, ADDRESS)

STATE OF

COUNTY/CITY OF

Before me _____, a Notary Public in an for said County/City

Personally appeared _____

(name of duly authorized representative). _____ (Title)

who being duly sworn according to law, deposes and says that all labor, material, and outstanding claims and I indebtedness of whatever nature arising out of the performance of the contract between the CITY OF

COLONIAL HEIGHTS, VIRGINIA and _____

(Contractor) have been paid in full.

CONTRACTOR:
Address:

Signature

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public: _____

My commission Expires _____

STATEMENT OF SURETY COMPANY

PROJECT:
(name, address)

Bond NO:

Contract Amount: \$

Contract Date:

In accordance with the provisions of the Contract between the CITY OF COLONIAL HEIGHTS, VIRGINIA, Owner, and _____ (Contractor), the

(insert name and address of Surety Company), surety on the bond of said contractor, certifies that after a careful examination of the books and records of said Contractor, or after receipt of an affidavit from said Contractor, which examination or affidavit satisfies this company that all claims for labor and materials have been satisfactorily settled, hereby approves of the final payment to said Contractor, and by these presents witnesseth the payment to said Contractor of the final estimates shall not relieve the Surety Company of its obligations to the CITY OF COLONIAL HEIGHTS, as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Attest:

(Seal): _____

Signature of Authorized Representative

Title

Note: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

**CITY OF COLONIAL HEIGHTS
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this ____ day of _____, 2016, by and between the City Council of Colonial Heights, Virginia, or its authorized agents, and the Contractor identified below, for services identified herein, on the following terms and conditions.

1. Definitions.

(a) As used in this Contract, the term “City” shall mean the City Council of Colonial Heights, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts.

(b) As used in this Contract, the term “Contractor” shall mean:

2. Provision of Services.

(a) The Contractor hereby agrees to provide the following services to the City:

(b) The time, manner and place for performance of such services shall be:

3. Time and Essence.

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

4. City Obligations.

(a) In return for the services identified above, the City shall pay the Contractor the following amounts:

(b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the City a two percent (2%) discount for all invoices, provided that the City pays any invoice or other billing within ten (10) working days of receipt thereof.

5. Termination for Convenience of the City.

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the City Manager or the Purchasing Agent of Colonial Heights determines that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or the Purchasing Agent, mailed or delivered to the Contractor and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the City Purchasing Agent; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Agent.

(e) The Purchasing Agent, with the approval of the City's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Agent shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Agent to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Agent shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 15 of this contract concerning Disputes.

(h) The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

6. **Termination for Default**

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

7. **Examination of Records.**

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

8. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

9. **Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be: **pursuant to attached**

certificate of insurance. The Contractor shall provide a Certificate of Insurance, naming the City as additionally insured.

10. Assignability of Contract.

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the City Manager.

11. Modifications or Changes to this Contract.

(a) Change Orders. The Purchasing Agent, with the concurrence of the City's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically as a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Agent required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the City is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

12. Warranties:

13. Additional Bond Security.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the City, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

14. Disputes.

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment to the Contractor. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or the beginning of the work upon which the claim will be based. Contractual claims shall be addressed to the Purchasing Agent and shall clearly designate the correspondence as a contractual claim, the contract to which it is referring, and the basis for the claim. The City Manager or his designee shall respond in writing to the Contractor with his final decision within 90 days of the claim's submission. The written decision of the City Manager or his designee shall be final and conclusive unless the Contractor appeals within six months of the date of the decision by instituting legal action as specified in §2.2-4364 of the Code of Virginia.

15. Nondiscrimination.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

16. Drug Free Workplace.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the above clauses in every contract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. "Drug-free workplace" means a site for the performance of work done in connection with this contract and at which employees are subject to the prohibitions in (ii) above.

17. Interest.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month on all amounts the City owes to the Contractor.

18. Payments to Subcontractors.

The Contractor agrees to take one of the following actions within seven days after receipt of payment from the City for work performed by a subcontractor under the Contract:

a. Pay the subcontractor the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under the Contract; or

b. Notify the City and the subcontractor, in writing, of his intention to withhold all or a part of the payment with the reasons for nonpayment.

c. The Contractor agrees to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the City for work performed by the subcontractor under the Contract, except for amounts withheld under subsection 1(b).

d. The Contractor agrees to include language in its subcontracts and with lower-tier subcontractors which states that unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

19. Social Security or Employer Identification Number.

Prior to any payment being made by the City under the Contract, the Contractor shall provide the City his or her social security number (if an individual) or the federal employer identification number (if a proprietorship, partnership or corporation).

20. Payment and Performance Bonds (Construction Contracts Only).

The City shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The Contractor shall provide a Performance Bond and a Payment Bond (AIA Document A312) each for one hundred percent (100%) of the Contract including all adjustments as authorized by change order. Bond premiums for the initial Contract shall be paid by the Contractor. Any subsequent bond premium costs shall be as authorized by change order.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

21. Worker's Compensation (Construction Contracts Only).

No Contractor shall perform any work on a construction contract unless he (i) has obtained, and continues to maintain for the duration of the work, worker's compensation coverage required pursuant to Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia and (ii) provides prior to the award of contract, on a form furnished by the City, evidence of such coverage.

22. Additional Terms and Conditions.

23. Integration Clause.

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

24. Legal Status

All individuals performing work pursuant to this contract must be U.S. citizens or possess documents that allow them to be employed and work in the United States.

25. Faith-Based Provisions.

The City does not discriminate against faith-based organizations. For the purpose of this section, “faith-based organization” means a religious organization that is or applies to be a Contractor to provide goods and services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

26. City Ownership of Contract Product.

Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor are Instruments of Service. The Contractor shall be deemed the author and owner of the instruments until such time as payment is made therefor, at which time the City shall become the owner of the Instruments of Service. The Owner, upon completion or termination of this Contract, shall have full and exclusive rights to use the Instruments of Service in any manner not inconsistent with state law. The Contractor shall not use the Instruments of Service on any other work or release information about the Instruments of Service without the express written consent of the City.

City Representative

Date

Title

Contractor or Duly Authorized Representative

Date

Title