INVITATION FOR BID
IFB

Issue Date: August 11, 2006

IFB #: 2006-80-FSPA

Title: Contract for Janitorial Services

Commodity Code: 910-39

Issuing Agency:

Commonwealth of Virginia
Department of Motor Vehicles
Facilities Services and Planning Administration
2300 West Broad Street
Richmond, Virginia 23220

Using Agency And/Or Location Where Work Will Be Performed:

Bristol Customer Service Center
21341 Old Dominion Road
Bristol, Virginia 24202-8526

Period Of Contract: From **November 1, 2006** through **October 31, 2009** (*Renewable). (Three Year Contract)
(Two (2) Successive One Year Renewal Periods)

SEALED Bids Will Be Received Until 3:00 p.m., Wednesday, September 6, 2006 For Furnishing The Services Described Herein And Then Opened In Public at 3:00 p.m., Thursday, September 7, 2006.

Bidders Who Wish To Receive A Copy Of The Public Notice Must Enclose A Stamped, Pre-addressed Envelope.

All Inquiries For Information Should Be Directed To: Carrie H. Robinson, CPPB, VCO, Service Contracts Administrator, (Carrie.Robinson@dmv.virginia.gov) or Fax: (804) 367-6676.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: Department of Motor Vehicles, Security Desk, Attn: Carrie H. Robinson, 2300 West Broad Street, Richmond, Virginia 23220.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Services At The Price(s) Indicated In Section VII, Pricing Schedule.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Name And Address Of Firm:

_____

_____

_____

_____Zip Code_____

SSN/FIN NO._____

Telephone Number: (_____)_____

e-mail address: _____

Date:_____

By:_____
(Signature In Ink)

Name:_____
(Please Print)

Title:_____

Fax Number:(_____)_____

Cell Phone Number: (_____)_____

REQUIRED SITE VISIT: A SITE VISIT IS REQUIRED PRIOR TO SUBMITTING YOUR BID. PLEASE CONTACT DEBRA STACY, MANAGER AT (276) 669-8443 TO SCHEDULE A CONVENIENT TIME. IF A SITE VISIT IS NOT MADE PRIOR TO THE SUBMISSION OF YOUR BID, THEN YOUR BID WILL BE FOUND NON-RESPONSIVE. PLEASE REFERENCE SECTION V., SPECIAL TERMS AND CONDITIONS, PARAGRAPH L., INSPECTION OF JOB SITE

I. PURPOSE: The intent and purpose of this Invitation For Bids is to establish a firm price contract with one qualified firm to provide Janitorial Services to the Department of Motor Vehicles (DMV), an agency of the Commonwealth of Virginia.

II. SCOPE OF WORK:

A. REQUIREMENTS:

1. The Contractor shall furnish all labor, supervision, equipment, materials, and supplies necessary to perform janitorial services except those materials and supplies furnished by DMV as indicated in the specifications.

   DMV shall furnish all hand soap, towels, toilet seat covers, tissues, feminine protection products and light bulbs and tubes.

   All work shall be performed in an efficient, workmanlike manner and shall meet the highest standards for the type service being performed.

   The DMV – Bristol Customer Service Center consists of 5,500 square feet of space.

2. The Contractor shall perform the task for each area or item in the frequencies specified. A listing of tasks and frequencies is included in Attachment A.

3. Weekly Meeting: **A principal of the company, unless otherwise approved by DMV, shall meet briefly each week with the Customer Service Center (CSC) Manager for communications, coordination of the housekeeping functions and quality control. Such meeting shall be arranged by the Contractor**.

4. Facility Inspection: The Contractor shall periodically inspect the entire building under contract using an inspection report of the Contractor's design not less than once a month, for the purpose of ensuring quality workmanship and compliance with the contract. The Contractor's inspection report shall include as a minimum the tasks listed in the Specifications, a comment area for each task, date and time of inspection and signature of the inspector. Such inspection report shall be given to the CSC Manager on the date of inspection. This procedure will provide both the CSC Manager and the Contractor with the opportunity to note discrepancies and complaints, plan for correction of deficiencies in the work, and establish a mutually beneficial working relationship.

   The Contractor shall implement corrective actions to prevent recurrence of minor discrepancies. Actions taken shall be conveyed to the CSC Manager during the next weekly meeting.

   The Contractor shall take immediate corrective action (within 24 hours) on any major discrepancies noted and reported to the Contractor by the CSC Manager. Such corrective action shall be at no additional cost to DMV.

5. Contractor's Personnel: The Contractor shall employ a sufficient number of experienced janitors to adequately perform all the specified services in the frequency specified herein. The Contractor shall be responsible for the conduct and performance of the Contractors' employees and compliance with following rules:

   a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building.

   b. No loud or boisterous conduct will be permitted.

   c. Contractor's employees will not open desk drawers or cabinets at any time.

   d. Contractor's employees are not to use or tamper with office machines, equipment and DMV employees' personal property at any time.

   DMV reserves the right to request removal of any of the Contractor's employees from the building at any time for reasonable cause. The Contractor or the designated supervisory representative shall have such employee leave the facility premises upon receipt of such request.

6. Contractor's Work Plan: **Within seven days after award of the contract, the Contractor shall submit to both the CSC Manager and the contracting officer a complete plan of his/her operations to include the following:**

   a. Name, address, social security number and telephone number of employee(s) assigned to the office. (Include any alternate(s). Contractor must receive approval from the CSC Manager or his/her alternate prior to allowing any other person(s) access to the building.)

   b. Name, address, social security number and telephone number of the individual for supervision of the assigned employees and responsible for attainment of the performance standards.

   c. Name, address, social security number and telephone number of the individual who will be meeting with the CSC Manager on a weekly basis, will receive notice from the CSC Manager on major discrepancies and is responsible for taking immediate corrective actions.

   d. Detailed schedule of cleaning functions, including dates for other than daily functions, which will be performed during the period of the contract.

7. Security: The Contractor shall comply with the DMV CSC office's requirements for security and operational constraints. Contractor will be provided one set of keys to the building. Contractor may duplicate no more than one set of keys, the intent being to allow the additional set for use by management. Contractor shall immediately notify the CSC Manager or in the Manager's absence, the Manager's designee when there is a discovery that building security has been breached.

   Should the Contractor change personnel assigned to clean the building more that three (3) times during the contract period, the Contractor shall reimburse DMV for the expense to change the locks to the building. This cost shall not exceed $100.00 per change.

   Upon award of contract, the Contractor shall certify that all personnel assigned to work at DMV has obtained a criminal history background check and that no incidents of a felony or larceny crime exist by signing Attachment B, and indicating the assigned personnel name, social security number, birthdate, address and telephone number.

8. On-Site Storage: DMV will supply reasonable and suitable on-site storage space for such cleaning equipment and materials as the Contractor deems necessary for the performance of this Contract.

9. Contractor Furnished Equipment and Supplies:

   a. Equipment: The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services, and be available to Contractor's employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements.

   b. Supplies: All supplies furnished by the Contractor shall be made available for inspection and approval for use by the CSC Manager. Sufficient supplies to prevent out-of-stock situations shall be maintained on the job site at all times and made available to the Contractor's employees for use in performance of required services.

B. SPECIFIC REQUIREMENTS:

1. Schedule: Contractor shall clean the office Monday through Saturday except on State observed holidays following the closing of the office. Contractor will contact the CSC Manager and work out a schedule of cleaning hours acceptable to the CSC Manager taking into consideration the office hours of operation.

   DMV's offices will be closed the following observed State Holidays:

New Year's Day	Labor Day
Lee – Jackson Day	Columbus Day
Martin Luther King, Jr. Birthday	Veteran's Day

George Washington's Birthday
Memorial Day
Independence Day
Thanksgiving (2-Day Holiday)
Christmas Day

2. Inclement Weather: The Contractor shall make every reasonable effort to provide janitorial services when DMV 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 pro-rated amount from the monthly invoice for each day the service is not provided. If the situation occurs on a Friday or a day proceeding a holiday, the Contractor shall make every effort to provide janitorial services over the weekend or holiday at no additional cost to DMV.

3. Special Cleaning: When directed by the CSC Manager or his/her designee 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 will be paid for these special services based on the man-hour rate quoted in the bid on Page 12, Section VII. Pricing Schedule.

C. PERFORMANCE STANDARDS:

1. Surfaces: Dust shall be removed and not scattered around room. No feather dusting will be used. Surfaces shall be free from dust after dusting is completed.

2. Floors: All floors shall show no dust or dirt streaks and no dirt or dust shall be left behind and under furniture, pipes, benches, chairs, work tables, doors, corners, or any other object that is not installed or securely fastened in place.

3. Carpet Runners: For purposes of this Contract, the top side of the runners with carpet affixed shall be interpreted to be carpet with respect to carpet requirements. Additionally, those requirements pertaining to carpet runners apply. At any time a liquid is to be applied to the floors as required by these specifications such as damp mopping, waxing, etc., all carpet runners are to be rolled up, removed before the application and the floors allowed to dry before replacing the carpet runners.

4. Rest Room Facilities: Sinks, toilets and urinals shall be free of stains, deposits, and residues after cleaning. Metal fixtures shall be free of water spots and residues after cleaning.

5. Ceilings: Diffusers and heating/cooling returns shall be free of clinging dust after vacuuming. Lens covers shall be free of dust, dirt, grime, and streaks after cleaning.

6. Trash: All trash removed from waste baskets/trash receptacles and other items specifically marked "trash" shall be removed from the building and placed in the designated containers outside the building.

7. Products and Equipment: The Contractor shall not use any product, supplies, or equipment that are injurious or damaging to the surface to which they are applied or exposed. The Contractor shall be responsible for restoring/replacing any equipment/facilities, furniture, floor covering, etc. so damaged.

D. LEVEL OF SERVICE:

The Contractor shall provide a level of cleaning that is at least equal to standards defined by the Building Service Contractors Association (BSCA) for "adequate" cleaning. "Adequate" shall be defined as a cleaning standard that will provide neither serious nor repeated criticism.

III. PRE-BID CONFERENCE: Non-applicable.

IV. GENERAL CONDITIONS:

A. VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals".

B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia,* § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual.* The Contractor shall comply with applicable federal, state, and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to DMV that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 11-35.1E).

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

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

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

   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, the Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia.

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

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. **Return of the complete document is required.** Modification of or additions to any portion of the Invitation for Bid may be cause for rejection of the bid; however, DMV reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, DMV may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. **To Prime Contractor:**

a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Department of Motor Vehicles, Financial Management Services, P.O. Box 25700, Richmond, Virginia 23260. All invoices shall show the state contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reach. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia* § 2.2-4363).

2. **To Subcontractors:**

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from DMV for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify DMV and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from DMV, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DMV.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL,* APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS: The Bidder must have been in the business of providing janitorial services for a minimum of one (1) year. DMV may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the item(s) and the bidder shall furnish to DMV all such information and data for this purpose as may be requested. DMV reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. DMV further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy DMV that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

M. TESTING/INSPECTION: DMV reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of DMV.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

1. DMV may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give DMV a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to DMV's right to audit the Contractor's records and/or to determine the correct number of units independently; or

c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present DMV with all vouchers and records of expenses incurred and savings realized. DMV shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an

adjustment in price under this provision must be asserted by written notice to DMV within thirty (30) days from the date of receipt of the written order from DMV. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by DMV or with the performance of the contract generally.

2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, DMV, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DMV may have.

Q. INSURANCE: By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Bidder further certifies that the contractor and any subcontractor will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract DMV reserves the right to require the Contractor to furnish certificates of insurance for the coverages required.

Insurance Coverages and Limits Required:

Workers' Compensation--Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

Employers Liability - $100,000.

Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The DMV must be named as an additional insured and so endorsed on the policy.

Automobile Liability - $1,000,000 – Combined single limit.

A thirty days' written notice of cancellation or nonrenewal shall be furnished by certified mail to DMV at the address indicated on the solicitation.

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the first floor bulletin board, on the DMV web site (www.dmvnow.com) and on the DGS/DPS eVA web site (www.eva.state.va.us) for the minimum of 10 days.

S. 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing

clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, *"drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate Transaction Fee specific below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

V. SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to DMV will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

B. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. DMV, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DMV shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. AWARD OF CONTRACT: Awards are made to the lowest responsive and responsible Bidder. Due consideration will be given to price, quality as judged by tests and previous experience, and the ability of the bidder to render required services. DMV also reserves the right to conduct any tests it may deem advisable and to make all evaluations. DMV also reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award whenever it is deemed in the sole opinion of procuring public body to be in its best interest.

E. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 45 days. At the end of the 45 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

F. BID PRICES: Bids shall be in the form of a firmed fixed price for per month during the contract period.

G CANCELLATION OF CONTRACT: DMV reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. CONFLICT OF INTEREST: The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and Article 4 (Ethics in Public Contracting) of the Public Procurement Act (Section 11-72 et seq.).

I. RENEWAL OF CONTRACT: This contract may be renewed by DMV upon written agreement of both parties for two (2) successive one year periods, under the terms and conditions of the original contract, except as stated below. Written notice of DMV's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

If DMV elects to exercise the option to extend the contract for any or all of the available extension periods, the contract prices for each additional period shall increase/decrease the contract prices of the previous period by no more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

J. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	September 6, 2006	3:00 p.m.
Name of Bidder	Due Date	Time
_____	2006-80-FSPA	
Street or Box Number	IFB No.	
_____	Janitorial Services	
City, State, Zip Code	IFB Title	

Name of Contract Officer: Carrie H. Robinson, CPPB, VCO, Service Contracts Administrator

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

K. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any

kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

L. INSPECTION OF JOB SITE: **My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by DMV.**

M. MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may by available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

N. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

O. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish DMV the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

P. SUPERVISION BY CONTRACTOR: The Contractor shall, at all times, enforce strict discipline and good order among the workers performing under the Contract, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Q. WORK SITE DAMAGES: Any damage to finished surfaces resulting from work performed under this Contract shall be repaired to DMV's satisfaction at the Contractor's expense.

R. CONTRACTOR PROPERTY DAMAGE: The Contractor shall be entirely responsible for any loss or damage to his/her own materials, supplies and equipment, and to the personal property of his/her employees while they are maintained on the work site.

S. MODIFICATION OF CONTRACT: DMV may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than $10,000 or 25%, whichever is greater, without the advance written approval of the Governor or his designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by DMV:

1. The written modification shall stipulate the mutually agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.

2. The written modification shall stipulate the number of unit quantities added to/deletion from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such from as DMV may direct, a correct account of the cost of the change together with all vouchers therefor. The cost shall include an allowance for overhead and profit to be mutually agreed upon by DMV and the Contractor.

T. QUALIFICATION OF BIDDERS: BIDDERS ARE REQUESTED TO COMPLETE AND RETURN ATTACHMENT C WITH THEIR BIDS.

U. eVA BUSINESS-TO-GOVERNMENT CONTRACTS: It is anticipated that the contract will result in multiple eVA purchase orders (i.e. one for each year of contract) with the eVA transaction fee specified below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be assessed and downloaded for www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

VI. METHOD OF PAYMENT: For regular service, at the end of each month of satisfactory service, DMV's Financial Management Services will authorize an automatic payment. Payment should be received within thirty days following the month that services were rendered.

VII. PRICING SCHEDULE: The Bidder agrees to provide the service in compliance with the scope of work and terms and conditions at a fixed price per month for the entire period of the contract as follows:

FIXED PRICE PER MONTH: $_____

Bidder agrees to perform additional cleaning tasks as specified for special or emergency cleaning in Section II. Scope of Work, B. Specific Requirements, 3. Special Cleaning at a fixed hourly rate of $_____ per man-hour. (The fixed hourly rate per man-hour is not used by DMV in the evaluation of the bids in determining the lowest responsive and responsible bidder.)

VIII. OTHER ATTACHMENTS:

Attachment A - Tasks and Frequencies
Attachment B - Criminal History Background Check Certification
Attachment C - Data Sheet

JANITORIAL TASK TO BE PERFORMED:

DAILY

1. All tile floors to be dust mopped for the removal of litter and dust or damp mopped for the removal of spots. (Carpet runners shall be removed and returned once floors are complete.)

2. Quarry tile floors will be damp mopped with clean, warm water. (Carpet runners shall be removed and returned once floors are complete.)

3. All carpet and carpet runners will be vacuumed.

4. Counter and all lobby furniture and furnishings to be washed clean of prints and stains.

5. All surfaces of furniture, picture frames, office equipment, window sills, door panels, radiators, and any other surfaces within 72 inches height from floor will be dusted, using commonly practiced methods within the cleaning service industry.

6. Waste baskets and ash trays shall be emptied and wiped clean. Trash can liners changed nightly. (To be supplied by Contractor.)

7. Rest Rooms:

    a. Floors will be swept, mopped and scrubbed using a germicidal disinfectant.

    b. Mirrors will be washed.

    c. Wash basins will be washed, using a germicidal disinfectant. This will include the underside of basins and pipe fixtures.

    d. The exterior of the toilets and urinals will be washed and the interior will be scoured and disinfected with a germicidal.

    e. All spots shall be cleaned from walls and stalls.

    f. Replenish hand soap, towels, toilet seat covers, and tissue which are furnished by DMV.

8. All drinking fountains will be cleaned with a germicidal disinfectant.

9. Double-glass doors and foyer at front entrance and surrounding doorways cleaned inside and out with window cleaner. Window at drive-in window, all lobby windows inside and out, and glass on office directory will be cleaned and free from streaks.

10. Litter around outside door entrances will be picked up.

11. All outside ashtrays shall be emptied and any litter around the containers or the entrance doors will be picked up.

12. All lounge furniture, counters, cabinets and appliances will be wiped clean of prints and stains.

13. Janitor's equipment/supply closet will be kept neat and clean.

WEEKLY

1. All tile floors will be mopped and buffed. (Carpet runners shall be removed and returned once floors are complete.)

2. Solid doors will be completely wiped down with a damp cloth.

3. All surfaces above 72 inches high from the floor will be dusted.

4. Telephones will be cleaned and disinfected.

5. All outside ashtrays will be washed.

6. The walls and stalls of all restrooms shall be scrubbed using a mixture to include a germicidal disinfectant.

TWICE MONTHLY

1. Venetian, mini and vertical blinds and draperies will be vacuumed.

MONTHLY

1. All air conditioning and heating outlets, the areas around them and all light fixtures will be cleaned.

2. Waste baskets will be washed and dried.

3. Upholstered furniture will be vacuumed.

4. All metal fixtures, door plates, etc. will be polished.

5. All glass on pictures will be cleaned.

6. Clean ceiling fans (when present).

QUARTERLY

1. Strip and wax all floors except quarry tile. **(Note: Wax shall not be applied to the Quarry Tile floors, if the Contractor does so, then the Contractor shall be responsible to restore the floors back to their original condition.)**

2. Pipes, ledges, molding, etc. will be vacuumed.

3. Carpets and carpet runners to be shampooed.

SEMI ANNUALLY

1. Wash venetian, mini and vertical blinds.

2. Wash windows inside and outside, the schedule to be agreed to by CSC Manager.

AS NEEDED

1. Spot removal from all surfaces including carpet, carpet runners, upholstered furniture, walls, doors, wallboards, etc.

2. Replace burned out bulbs and tubes. These will be furnished by DMV.

3. Vacuum heating and cooling returns.

4. Clean lens covers.

ATTACHMENT B

CONTRACTUAL SERVICES
CRIMINAL HISTORY BACKGROUND CHECK CERTIFICATION

I, _____, as proprietor of

_____

company hereby certify that all personnel assigned to work at the DMV have obtained a criminal history background check. I further certify that the following employees have no incidents of felony or larceny crimes.

_____
(Signature)

NAME	SS#	BIRTHDATE	ADDRESS	PHONE #

ATTACHMENT C

DATA SHEET
To be Completed by Bidder

1. Qualifications of Bidder: The Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Years in Business: Indicate the length of time you have been in business providing this type of service.
   _____ Years _____ Months

3. References: All Bidders are to supply a minimum of four (4) references from firms to whom they are currently supplying, or within the last year have supplied janitorial services. Indicate the number of square feet for each of the references. Include the dates service is being furnished and the name, address, and phone number of person DMV has your permission to contact.

Client	Address	Person to Contact and Phone No.	Begin & End Dates of Service

Statistical Information Only:

a. My Company is minority-owned. _____ Yes _____ No

b. My Company is female-owned. _____ Yes _____ No

c. My Company is a small business. _____ Yes _____ No

d. My Company is registered with the Virginia Department of Minority Business Enterprises. _____ Yes _____ No

Please provide proof of certification with the Department of Minority Enterprises with submission of your Bid.

Is your Company registered in both the eVA and Ariba Commerce Services Network?

EVA _____Yes _____No

Ariba Commerce Service Network _____Yes _____No

EVA registration Number: _____

FAILURE TO REGISTER WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE AND REJECTED.