



COMMONWEALTH OF VIRGINIA
COUNTY OF CAROLINE

RFP #2019-02-03

February 28, 2019

**REQUEST FOR PROPOSAL
ANNUAL CONTRACT FOR JANITORIAL SERVICES – COUNTY FACILITIES
COUNTY OF CAROLINE, VIRGINIA**

Your firm is invited to submit a proposal to provide **Janitorial Services for the County of Caroline, County Facilities** in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **five (5)** additional copies marked, "**Janitorial Services – County Facilities**", will be received no later than **1:00 p.m., March 29, 2019, by:**

IN PERSON OR SPECIAL COURIER
County of Caroline
Department of Public Works/Utilities
12613 Mill Creek Road
Ruther Glen, Virginia 22546

OR

U.S. POSTAL SERVICE
County of Caroline
Department of Public Works/Utilities
P O Box 424
Bowling Green, Virginia 22427

This RFP and any addenda are available on the County of Caroline Purchasing website at <https://co.caroline.va.us/229/Procurement> To receive an email copy of this document, please send a request to: mmcgovern@co.caroline.va.us.

Time is of the essence and any proposal received after **1:00 p.m., March 29, 2019**, whether by mail or otherwise, will be returned unopened. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received.

A mandatory pre-proposal conference will be held on March 19, 2019 at 8:00 a.m. in the Public Works/Utilities Operations Center, 12613 Mill Creek Road, Ruther Glen, VA 22546. At the conclusion of the pre-proposal conference, site visits will be conducted. Only offerors who attend the pre-proposal conference and site visits will be eligible to submit a proposal. PLEASE BRING A COPY OF THE REQUEST FOR PROPOSAL WITH YOU TO DISCUSS THE REQUIREMENTS.

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 County of Caroline reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is Director of Public Works/Utilities.

Technical questions concerning this Request for Proposal should be submitted to Matt McGovern at mmcgovern@co.caroline.va.us by no later than **2:00 p.m. on Wednesday, March 20, 2019.**

Very truly yours,
Matt McGovern
Purchasing Agent
Caroline County - Virginia
Core Hours: 8:30am-5:00pm
Tuesday- Wednesday -Thursday

**REQUEST FOR PROPOSAL
ANNUAL CONTRACT FOR JANITORIAL SERVICES - COUNTY FACILITIES
COUNTY OF CAROLINE**

I. INTRODUCTION:

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain the services of a qualified firm to provide Janitorial Services for the County of Caroline, County Facilities in accordance with the Scope of Services section of the solicitation. The Successful Offeror will propose a cost-efficient project plan that can effectively manage services and who has the technical expertise and resources to perform the required services in a timely and efficient manner to the satisfaction of the County.

II. BACKGROUND:

1. The Department of Public Works/Utilities is responsible for the facilities management of all County facilities included in this RFP. The following are the County Facilities locations, their approximate square footage, and hours of operation. It will be the Offeror's responsibility to determine the details of the building structure:
 - a. **Caroline County Community Services Center** - 17202 Richmond Turnpike, Milford, VA 22514 (approx. 40,479 sq. ft.). Current hours of operation are: Monday thru Sunday, 8:30 am thru 10:00 pm.
 - b. **District Court Building** – 111 Ennis Street, Bowling Green, VA 22427 (approx. 18,170 sq. ft.). Current hours of operation are: Monday thru Friday, 7:00 am thru 5:00 pm.
 - c. **Circuit Court Building** – 108 Courthouse Lane, Bowling Green, VA 22427 (approx. 8,616 sq. ft.). Current hours of operation are: Monday thru Friday, 7:00 am thru 5:00 pm.
 - d. **Sheriff's Office Administration** – 118 Courthouse Lane, Bowling Green, VA 22427 (approx. 2,608 sq. ft.). Current hours of operation are: Monday thru Friday, 8:00 am thru 5:00 pm.
 - e. **Sheriff's Office Patrol Building** – 119 Ennis Street, Bowling Green, VA 22427 (approx. 3,119 sq. ft.). Current hours of operation are: Monday thru Sunday, 24-hrs.
 - f. **VPI Extension Office** – 109 County Street, Bowling Green, VA 22427 (approx. 1,410 sq. ft.). Current hours of operation are: Monday thru Friday, 8:30 am thru 5:00 pm.
 - g. **County Administration Building** – 212 North Main Street, Bowling Green, VA 22427 (approx. 11,417 sq. ft.). Current hours of operation are: Monday thru Friday, 8:30 am thru 5:00 pm.
 - h. **Planning & Fire/Rescue Building** – 233 West Broaddus Avenue, Bowling Green, VA 22427 (approx. 5,523 sq. ft.). Current hours of operation are: Monday thru Friday, 8:30 am thru 5:00 pm.

- i. **Public Works/Utilities Operations Center** – 12613 Mill Creek Road, Ruther Glen, VA 22546 (approx. 7,980 sq. ft.). Current hours of operation are: Monday thru Friday, 8:30 am thru 5:00 pm.
 - j. **Ladysmith Community Center** – 7278 Ladysmith Road, Ruther Glen, VA 22546 (approx. 18,043 sq. ft.). Current hours of operation: Monday thru Sunday, 8:30 am thru 10:00 pm.
 - k. **Caroline Library – Dawn** – 31046 Richmond Turnpike, Hanover, VA 23069 (approx. 5,600 sq. ft.). Current hours of operation: Monday/Wednesday/Friday, 9:00 am thru 6:00 pm; Tuesday/Thursday, 9:00 am thru 8:00 pm.
 - l. **Caroline Library – Ladysmith** 7199 Clara Smith Drive, Ruther Glen, VA 22546 (approx. 6,900 sq. ft.). Current hours of operation: Monday thru Thursday, 9:00 am thru 8:00 pm; Friday, 9:00 am thru 6:00 pm; Saturday, 10:00 am thru 4:00 pm.
 - m. **Visitor’s Center/Economic Development** – 23724 Rogers Clark Blvd., Ruther Glen, VA 22546 (approx. 6,957 sq. ft.). Visitor’s Center Current hours of operation: Monday thru Saturday, 9:00 am thru 5:00 pm; Sunday, 10:00 am thru 5:00 pm. Economic Development hours of operation: Monday thru Friday, 8:30 am thru 5:00 pm.
2. Offeror shall note the Administration Building, Caroline County Community Services Center, District Courthouse, and Circuit Courthouse facilities have staircases and elevators.

III. **SCOPE OF SERVICES:**

A. **General:**

1. The Successful Offeror shall furnish all supervision, labor, tools, appliances, equipment, supplies, and other accessories necessary to perform the janitorial services at the County of Caroline County Facilities in strict compliance with all specifications.
2. Offeror is required to examine carefully the work sites and the general terms, conditions and specifications to become fully aware of the scope of work and conditions to be encountered.
3. It is intended that the Successful Offeror shall perform all work under this contract with the Successful Offeror’s own forces and shall not sublet any portion of the work. The contract hereby becomes non-assignable.
4. The Successful Offeror shall submit one (1) monthly invoice for all facilities’ previous month services. Monthly invoices shall be emailed to ctignor@co.caroline.va.us.

B. Specifications:

1. Successful Offeror's Performance:

- a. The Successful Offeror shall include in their proposal, information which demonstrates knowledge and experience of facilities management. This shall include providing a scheduling plan that takes into account the logistics of providing employees for multiple sites in order to meet this Scope of Services. The proposal shall list the needed resources of labor, equipment, supervision and hours required to effectively execute services. Proposal shall include an approach and solution on how to maintain resource levels, an analysis of potential risks and suggested remedies, and a means of measuring compliance with the requirements of the Scope of Services.
- b. The Successful Offeror will provide emergency services as needed and requested by the County. Offeror shall provide their hourly rate for emergency services on the pricing schedule.
- c. County of Caroline employees required to work late and/or schedule late meetings may make it impossible for the cleaning crews to clean certain areas on a given night. If this occurs, the Successful Offeror Job Manager/Supervisor will make a list of the areas affected that night and forward it to the Director of Public Works/Utilities or his/her duly authorized representative the following morning.
- d. General contract specifications may be amended from time to time as considered necessary by the Director of Public Works/Utilities or his/her duly authorized representative by written communication to the Successful Offeror and shall have the same effect as if fully written herein. Changes may have to do with changes in work schedules, changes in work procedures, relocation of work, change in cleaning supply items, and the like.
- e. The Successful Offeror hereby agrees that any of its employees who may be assigned to the County Buildings to complete Successful Offeror's obligations under this contract shall be used exclusively for this purpose during the hours that they are assigned, and they shall perform no other custodial work. However, specific exceptions to the provisions of this paragraph may be permitted by the Director of Public Works/Utilities or his/her duly authorized representative when such permission is obtained in writing. The Director of Public Works/Utilities or his/her duly authorized representative may refuse to permit the Successful Offeror to use any employees under this contract, if the Director of Public Works/Utilities or his/her duly authorized representative deems that individual to be unfit to work in any part or all capacities.

2. Green Cleaning:

Green cleaning is a planned and organized approach to cleaning that uses products and processes that go beyond simple appearance and focuses on reducing impacts on the environment and human health. Unlike a traditional cleaning program, a green custodial program takes a holistic approach to building cleaning and goes beyond simple appearances to focus on health and the environmental impacts. Green Cleaning protects the building occupants and the Successful Offeror's workers health.

- a. The Offeror shall provide a green products list with their response which shall include brand name, purpose, and equipment and how they are to be used under the contract. The Successful Offeror shall supply the Safety Data Sheets (SDS) for all products to be used under the contract.
- b. Green cleaning products and processes include, but are not limited to products containing recycled content, environmentally preferable products and services, vacuum cleaners with HEPA filtration, bio-based products, and products and services that minimize the use of energy, water, and other resources. In addition to compliance with these requirements, the Successful Offeror shall follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), Carpet and Rug Institute (CRI), as well as applicable standards of the Environmental Protection Agency (EPA).
- c. The Successful Offeror shall take every precaution to ensure that if available, only safe and environmentally preferable products are used. Preference shall be given to cleaning products that meet the following: United States Department of Agriculture (USDA) designated bio-based products, Green Seal certified (Standard GS-37 for Commercial and Institutional Cleaners, Comprehensive Procurement Guidelines (CPG)), and applicable Executive Orders.

C. Materials, Supplies, Equipment and Uniforms:

1. The Successful Offeror shall furnish all materials, supplies, equipment and uniforms, **except for toilet tissue, trash bags, hand towels and hand soap necessary to properly perform services under this contract. Toilet tissue, hand towels and hand soap will be purchased by the County of Caroline and issued to the Successful Offeror as required.**
2. Cleaning equipment must be kept clean, in good operating condition and in sufficient quantities to properly perform the duties described in the scope of work. The appearance, cleanliness and suitability of all equipment must be acceptable to the General Services Facility Manager or his/her duly authorized representative.
3. Offeror shall submit as part of their proposal a list of all equipment and materials to be utilized during the contract period. All equipment must be OSHA certified and/or meet all OSHA standards. Safety Data Sheets (SDS) shall be provided for all cleaning products being offered. The General Services Facility Manager or his/her duly authorized representative shall have the privilege of accepting or rejecting any product, material, equipment or supply items offered for consideration.
4. The Successful Offeror agrees that all personnel will wear proper, safe and neat appearing uniform or smock and footwear furnished and laundered by the Successful Offeror while working on the County premises. The Director of Public Works/Utilities or his/her duly authorized representative must approve uniforms.

D. Storage Space:

1. Successful Offeror shall store its supplies and equipment in janitorial closets and storage areas as designated by the Director of Public Works/Utilities or his/her duly authorized representative. Successful Offeror agrees to keep these areas clean and neat at all times and the storage condition in compliance with fire regulations.

2. Conditions of storage and size of containers for liquid products will require prior approval. All materials used must be manufactured under quality-controlled conditions with quality control batch numbers included on cases or containers.

E. Successful Offeror's Employee Identification:

1. The Successful Offeror, at its sole expense, will be responsible for performing a **Criminal History Record Check** on any employee it proposes to assign to perform duties on County property pursuant to this contract. The Offeror must include in their RFP response, the criminal databases against which the criminal history check is run. The Successful Offeror will be required to perform a criminal history record check for any state in which the employee have resided as well as one for the Commonwealth of Virginia. The Offeror shall certify that it complies with the Fair Credit Reporting Act and all other applicable laws.
2. The Successful Offeror will be responsible for submitting a supplemental background criminal history check to be conducted by the Caroline County Sheriff's Office. The proper forms will be supplied to the Successful Offeror.
3. The Successful Offeror documentation certifying that criminal background checks were done on all employees being assigned to perform duties on County property. Information shall be sent to Director of Public Works/Utilities or his/her duly authorized representative.

Under no circumstances shall the Successful Offeror's employees be allowed to work on County property without the criminal background check being completed and security badge has been issued in accordance with the requirements listed.

F. Work Supervision:

1. The Successful Offeror shall include in their proposal verifiable qualifications of key employee(s) and a back-up plan that ensures proper supervision of employees when unexpected circumstances arise.
2. All work performed by the Successful Offeror shall be done in a workmanlike manner and satisfactory to the General Services Facility Manager or his/her duly authorized representative.
3. The Successful Offeror shall provide a full-time Job Manager/Supervisor who shall be present a minimum of five days per week, Monday through Friday, 4:00 p.m. through completion of the evening shift. This Job Manager/Supervisor shall carry a cell phone at all times, so he/she can be contacted by the County. The Job Manager/Supervisor shall be responsible to the Director of Public Works/Utilities or his/her duly authorized representative for the satisfactory performance of all janitorial services under the Contract. No less than 40% of the Job Manager/Supervisor's time may be spent directly supervising the work of others. His/her remaining time may be utilized to fulfill janitorial services within Caroline County facilities.

G. Successful Offeror Employees:

1. The Successful Offeror shall include in their proposal a written procedure stating how new employees entering the Successful Offeror's employment and assigned to County facilities will receive proper training.
2. The Successful Offeror shall instruct its employees NOT to solicit or accept gratuities for any reason whatsoever from County of Caroline employees or other persons using the premises.
3. All janitorial service employees must comply with the following requests while working on the County of Caroline properties:
 - a. Do not park any vehicles in **DISABLED** parking spaces unless vehicle properly displays a disabled placard or license plate.
 - b. Admittance to the buildings will be permitted only with County authorized security badges. Badges will be either temporary or permanent depending on location where the person will be working.
 - c. The entry times to the buildings will vary, but shall not be earlier than 3:30 p.m. for any building without the prior written consent of the Director of Public Works/Utilities or his/her designee.
 - d. Each employee is required to account for the hours he/she is present at the job sites. Falsification of time will be grounds for immediate dismissal of the employee.
 - e. A distinctive uniform or smock must be worn while working in the building. The security badge must be displayed on the chest area. Pockets are not considered proper display location.
 - f. Usually there are people working late in the buildings, unnecessary noise and boisterous conduct will not be tolerated.
 - g. County telephones are not for the use of the Successful Offeror's employees.
 - h. Employees are not permitted to use any County equipment or materials.
 - i. Doors that can be used for entrance or exit from the buildings will be determined by the County.
 - j. DO NOT UNDER ANY CIRCUMSTANCES open exterior door to permit a person or persons to enter or leave buildings.
 - k. Visitors will not be allowed in the buildings during assigned work hours.
 - l. Employees will not be permitted to loiter and must leave the building once work has been completed.
 - m. Articles found on the floors in the office, such as pens, papers, forms, etc. are not to be considered trash and should be placed on the nearest desk.
 - n. Eating or drinking will be permitted in designated areas of the buildings only.
 - o. Any and all containers that are brought in or taken out of the buildings are subject to search by Caroline County Deputies.

4. The proposal shall establish the number of staff and hours needed for each building listed in this proposal to meet the requirements of this scope of work. A list of labor hours needed for daily routine work and a second list of labor hours needed to complete the weekly, bi-weekly, and monthly duties as specified in the procedures will be present in the proposal. The number of hours agreed upon with the Successful Offeror's schedule shall be reflected on, and the dollar amount adjusted, on the invoice for work done or not done. Unless the County requests optional services or janitorial services beyond the scope of work described in this RFP, an invoice for work done shall not exceed the amount as originally proposed by the successful offeror.

H. Record Keeping:

Offerors shall submit a written procedure that ensures billing consistency and explaining the mechanics of preparing invoices that would be billed to the County. This would include itemized time sheets including verifiable documentation for non-routine services requested by the County.

I. Quality Control Program:

1. The Successful Offeror shall establish a complete quality control program to assure the requirements of the Contract are provided as specified. **A draft Quality Control Plan (QCP) is to be submitted with the proposal.** The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The program shall include, but is not limited to the following:
 - a. An inspection system which is tailored to the specific facility and which covers all services and frequencies as stated in the Procedures section of the solicitation. The Successful Offeror shall devise a checklist for use during performance of the work. The checklist must be signed and dated to indicate the time the inspection was completed. It is not permissible for the employee performing the work to inspect and accept that work. The Successful Offeror's Job Manager/Supervisor who will complete inspections should be identified by title and type of inspection each is authorized to perform.
 - b. The Job Manager/Supervisor (as defined in section III.F.3) shall make daily inspections to ensure that work is performed as specified. The Successful Offeror shall keep and file with the General Services Facility Manager or his/her duly authorized representative, daily and weekly reports of completed or incomplete items in accordance with the specifications. Reports are an essential component of this Request for Proposal as it gives the County a means of assessing work progress and identifying problem areas.
 - c. The County may perform random inspections. The Successful Offeror may be required to accompany an inspection with the County representative and provide a report on any discrepancies noted.
 - d. Failure by the Successful Offeror to implement the approved plan and pursue it diligently from the commencement of the Contract shall be grounds for default.

J. Holidays:

1. The County of Caroline will observe 11 holidays. A list of these holidays will be given the Successful Offeror awarded the contract.
2. The Successful Offeror will not be required to work on those holidays.

K. Procedures:

Procedure #1

ENTRANCES, LOBBIES, HALLS, AND LOADING DOCK AREA

GENERAL:

Procedure #1 consists of the cleaning of entrances (interior and exterior), entrance doors and glasses, lobbies, and loading dock area (if applicable) at all library buildings. Cleaning includes, but not limited to: sweeping, vacuuming, mopping, dusting, polishing metal and wood surfaces, wall spotting, cleaning drinking fountains, and litter collection, as well as the proper care and maintenance of the cleaning equipment and materials.

DAILY:

1. Empty waste receptacles, damp wipe soiled receptacles, and reline with plastic liners.
2. Remove debris from ashtrays and urns. Replace sand as needed in those containing sand.
3. Pick up all litter and sweep walkways outside the public entrances.
4. On uncarpeted floors, dust mop smooth floors with a treated mop and sweep concrete floors, which are too rough to dust mop. Wet-mop all floors paying close attention to edges and corners to remove heavy soil and stubborn marks.
5. HEPA vacuum carpeted areas and entrance mats. Spot clean carpets with approved spotter, as needed.
6. Clean water fountains to remove build-up and spots, brush fountain drains.
7. Spot-clean all glass in entry doors and glass partitions with glass cleaner.
8. Damp wipe book bins.
9. Clean and polish metal to include thresholds.
10. All windows up to a standing height of 7 feet shall be free of finger marks, smudges, lint, and other dirt spots of any kind and be cleaned on a daily basis.

WEEKLY:

1. Spot-clean walls, door facings, and doors using a detergent solution.
2. Dust mop smooth floors, using a floor machine equipped with a buffing brush or pad, buff floor surfaces which show scuff marks, traffic patterns, and wear.
3. Dust horizontal surfaces, such as window sills, ledges and furniture tops.

MONTHLY:

1. Clean top and inside of doorframes.

2. Clean areas around air-conditioning and heating outlets, returns for air grills, and door louvers.

Procedure #2

OFFICES, CONFERENCE ROOMS, READING AREAS, AND SHELVING AREAS

GENERAL:

Procedure #2 consists of the cleaning of offices, conference rooms, reading areas, and shelving areas. Cleaning includes, but not limited to: emptying waste receptacles, sweeping, vacuuming, dusting horizontal and vertical surfaces of rooms that can be reached while standing on the floor, glasses and other specified surfaces, cleaning washbasins, water fountains, and performing other work assigned. Employees assigned to room cleaning should be instructed to turn out lights not in the immediate area being cleaned.

DAILY:

1. Empty waste receptacles, damp wipe soiled receptacles, and reline with plastic liners.
2. Spot clean all glass in doors, petitions, mirrors and displays with glass cleaner.
3. On uncarpeted floors, dust mop smooth floors with a treated mop and sweep concrete floors, which are too rough to dust mop. Wet-mop all floors paying close attention to edges and corners to remove heavy soil and stubborn marks.
4. HEPA vacuum carpets in traffic areas. Spot clean carpets with approved spotter as needed.

WEEKLY:

1. Dust all furniture surfaces, wall vents, wall trims, sills and ledges, and all book bookshelves including vacant shelves and top of books. **Books do not have to be moved.**
2. Clean and polish metal to include thresholds.
3. HEPA vacuum clean the entire carpeted area once each week and spot-clean, as needed.
4. Dust mop smooth floors, using a floor machine equipped with a buffing brush or pad, buff floor surfaces which show scuff marks, traffic patterns, and wear.
5. Dust all window treatments.
6. Dust all overhead lights.

MONTHLY:

1. HEPA vacuum upholstered furniture.
2. Clean top and inside of doorframes
3. Clean area around air-conditioning and heating outlets, returns for air grills and door louvers.

Procedure #3 RESTROOMS

GENERAL:

Procedure #3 consists of cleaning all areas of the restrooms which can be reached while standing on the floor. Cleaning includes, but not limited to: emptying waste receptacles; cleaning and replenishing hand soap, toilet paper, paper towel, and seat cover dispensers (if provided), air freshener (if provided); dusting window sills, ledges, grilles and similar items; cleaning tile walls, mirrors, shelves, receptacles, stall partitions and doors, wash basins, water closets and urinals (including bases); polishing metalwork as directed; sweeping and mopping or scrubbing floors; and the proper care and maintenance of toilet cleaning equipment.

DAILY:

1. Empty waste receptacles, damp wipe soiled receptacles, and reline with plastic or paper liners.
2. Sweep floors and pick up debris and soil with a dustpan. Damp mop all restroom floors with disinfectant solution paying close attention to edges and corners to remove heavy soil.
3. Clean and polish all mirrors, mirror frames, and dispensers.
4. Replenish paper towels, toilet paper, hand soap, and air freshener, as needed, with County supplied materials.
5. Clean and disinfect all toilet bowls (inside and outside), toilet seats, and urinals with. Wipe seats dry with a cloth.
6. Clean stainless steel and chrome surfaces with stainless steel cleaner or metal polish. Clean all fixture, equipment, partitions, and walls.

WEEKLY:

1. Clean and disinfect tile walls and stall partitions.
2. Clean and disinfect underside of basins and hardware.
3. De-scale fixtures using organic-type bowl cleaner.
4. Wash waste receptacles.
5. Dust mop smooth floor surfaces, using a floor machine equipped with a buffing brush or pad, buff floor surfaces which show scuff marks, traffic patterns, and wear.

Procedure #4
KITCHEN AND BREAKROOMS

DAILY:

1. Empty waste receptacles, damp wipe soiled receptacles, and reline with plastic liners.
2. On uncarpeted floors, dust mop smooth floors with a treated mop and sweep concrete floors, which are too rough to dust mop. Wet-mop all floors paying close attention to edges and corners to remove heavy soil and stubborn marks.
3. HEPA vacuum carpeted areas and spot-clean with approved spotter, as needed.
4. Spot-clean walls and vending machines.
5. Clean all table tops, sinks, counter tops, microwaves, outside of refrigerators and dispensers.
6. Replenish paper towels and hand soap, as needed, with County supplied materials.

WEEKLY:

1. Dust mop smooth floor surfaces, using a floor machine equipped with a buffing brush or pad, buff floor surfaces which show scuff marks, traffic patterns, and wear.
2. Wash waste receptacles.

Procedure #5
STAIRS

DAILY:

1. Dust mop or sweep stairs. Clean to remove heavy soil, scuffs, or shoe marks.
2. Dust windowsills and ledges.
3. Spot clean walls and railings.

WEEKLY:

1. Clean and disinfect handrails.
2. Wet mop landings, stairs, and risers paying close attention to edges and corners to remove heavy soil and stubborn marks.

**Procedure #6
ELEVATORS**

DAILY:

1. HEPA vacuum carpeted floors and dust mop and wet-mop smooth floors with a treated mop. Pay close attention to edges and corners to remove soil and debris.
2. HEPA vacuum and clean tracks.
3. Clean, disinfect and polish all walls, doors, railings, and control panels.

**Procedure #7
CARPET SHAMPOOING**

The carpet areas will be shampooed with a commercial dry carpet cleaner or a commercial shampoo machine as needed and requested by the General Services Facility Manager or his/her duly authorized representative using the unit prices per square foot for both methods submitted by the Offeror in their Pricing Schedule.

The County reserves the right to perform this work independent of the contract.

**Procedure #8
STRIPPING AND WAXING**

The tile areas will be stripped and waxed quarterly or as needed and requested by the General Services Facility Manager or his/her duly authorized representative using the unit prices per square foot submitted by the Offeror in their Pricing Schedule.

The County reserves the right to perform this work independent of the contract.

IV. IMPLEMENTATION:

Offerors shall propose a project schedule in order to begin the contract as of **June 1, 2019**.

The proposed implementation schedule should include at a minimum the following elements:

- Staffing
- Criminal record checks
- Inventory of equipment and supplies
- Time keeping
- Employee list provided to General Services Facilities Manager
- A copy of the daily work schedule

V. COUNTY RESPONSIBILITIES:

The County will designate an individual to act as the County’s authorized representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract.

VI. ANTICIPATED SCHEDULE:

The following represents a tentative outline of the process currently anticipated by the County:

- Request for Proposals distributed **Thursday, February 28, 2019**
- Pre-proposal conference and site visits **Tuesday, March 19, 2019**
- Receive written proposals **Friday, March 29, 2019, 1:00 p.m.**
- Conduct optional oral interviews/
Negotiations with Offerors **Tuesday, April 9, 2019**
- Board of Supervisors Approval **Tuesday, April 16, 2019**
- Contract/installation begins **June 1, 2019**

VII. GENERAL CONTRACT TERMS AND CONDITIONS:

A. Annual Appropriations

It is understood and agreed that the contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the County of Caroline, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing Agent the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable.
4. Notice of award or intent to award may also appear on the Purchasing Office website: <https://co.caroline.va.us/229/Procurement>

C. Collusion

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County of Caroline, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Caroline County General District Court or the Circuit Court of the County of Caroline, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Exceptions to the RFP or Contract:

For architectural or engineering services, the County shall not request or require Offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to Code of Virginia §2.2-1132, until after the qualified Offerors are ranked for negotiations. Exceptions to the RFP requirements will be required of the top ranked Offeror and will be resolved to the satisfaction of the County before any contract negotiations.

H. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

1. 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.
2. 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 in accordance with the Virginia Public Procurement Act, 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.

I. Employment Discrimination by Contractor Prohibited

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will 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.

J. Employment of Unauthorized Aliens Prohibited

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

K. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County of Caroline, the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

L. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and Caroline County and Caroline's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment A)**.

M. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

N. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with Caroline County officials in performing the Contract work so that interference with normal operations will be held to a minimum.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

O. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

P. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

Q. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

R. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County of Caroline to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

S. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Bidder desires to subcontract some part of the work specified in the contract, the Successful Bidder shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Bidder shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

T. Taxes

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Caroline County and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Caroline County, and Caroline County shall be held harmless for same by the Successful Offeror.
2. Caroline County is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

U. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

V. County License Requirement

If a business is located in Caroline County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission.

W. Environmental Management

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations. The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

X. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

Y. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment D) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.

5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

Z. Payment Clauses Required by Va. Code § 2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

AA. CONTRACT PERIOD:

1. The contract period shall be from June 1, 2019 through May 31, 2020. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.

4. The contract shall not exceed a maximum of five (5) years.

VIII. PROPOSAL SUBMISSION REQUIREMENTS:

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment B**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- E. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
- I. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Agent in writing of its intentions.

1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
2. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
3. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.

J. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved. Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal no later than **March 20, 2019** in writing. Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Agent before submitting a proposal.**

K. All proposals received in the Purchasing Division on time shall be accepted. All late proposals received by the Purchasing Division shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

IX. PROPOSAL RESPONSE FORMAT:

A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.

B. The Offeror should include in their proposal the following:

1. Table of Contents – All pages are to be numbered
2. Introduction

Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal

Proposal Signature Sheet – **Attachment B**

Proprietary/Confidential Information – **Attachment C**

Virginia State Corporation Commission Identification Number Requirement – **Attachment D**

3. Executive Summary

Response to Scope of Services – The Offeror should address each section of the Scope of Services (pages 2-9) with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.

Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time.

Project and Support Staffing - Please provide responses to the following specific questions:

- a) Total number of staff:
 - i. In the entire company
 - ii. Field workers including Job Manager/Supervisor
 - iii. In administrative support
- b) Provide a brief description of your proposed project and support team including years of related experience.

Implementation Services - Please provide a narrative description describing your approach for providing the requested implementation services.

Project Management - Please provide a narrative description describing your approach for providing the requested project management services.

Project Scheduling - Please provide a narrative description describing your approach for providing a scheduling plan. This should include a work schedule tailored for each facility.

Employee Training Program - Please provide a copy. Quality Control Program - Please provide a copy.

Criminal History Record Check - Please provide criminal databases against which the criminal history check is run.

Materials, Supplies, and Equipment – Please provide a list of all equipment, supplies, and materials; as well as the Safety Data Sheets (SDS) of all cleaning products being offered.

References – provide a minimum of three (3) references, who could attest to the Offeror’s past performance to provide services similar to those required for the contract. The list should include contact persons email addresses and telephone numbers. It is preferred that these references be in close proximity to Virginia. Offerors may not use Caroline County as one of their references.

Sub-consultants - Information on any sub-consultants that is necessary to provide the services required. Provide name, experience, address, telephone number and qualifications. **(If Applicable)**

4. Pricing Schedule

- a) Offeror shall provide detailed pricing by location to include all costs associated with providing the services describes in the Scope of Services section. This should include all labor, supervision, equipment, supplies, insurance, training, and criminal records checks. Please provide the unit prices per square foot for stripping and waxing; and both methods of carpet shampooing as separate line items.
- b) Offeror shall propose and be held accountable for submitting in his/her proposal the required man-hours and job classifications needed to effectively execute this Contract.
- c) Offeror will submit with his/her proposal an hourly rate for additional work outside the Scope of Services resulting contract. This rate shall include wages, taxes, insurance, etc. The Successful Offeror will keep a detailed time accounting for each employee, based on his or her time card and submit to the County with the monthly invoice.

4. Assumptions – List any assumptions made when responding to the Scope of Services requirements.
5. Exceptions – List any exceptions to the Scope of Services in a separate section of the Offeror’s proposal response and mark section as “Exceptions”.
6. Appendices – are optional for Offerors who wish to submit additional material that will clarify their response.

X. PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

C.

EVALUATION CRITERIA	WEIGHT
Functional Requirements <ul style="list-style-type: none"> • Extent to which the proposed solutions satisfies the RFP functional requirements • Clearly demonstrated understanding of the work to be performed 	25
Implementation Services <ul style="list-style-type: none"> • Project Approach • Project Management • Project Team • Project Schedule • Current Workload and ability to complete required work within County schedule • Process for obtaining and utilization of criminal records checks 	20
Experience and Qualifications <ul style="list-style-type: none"> • Specific experience, technical capabilities, competence, and qualifications of the Offeror and proposed personnel assigned to provide the services in accordance with the Scope of Services • Previous and recent relevant experience of similar size and scope of work required (i.e. office and square footage) • Resume of proposed staff • Financial Stability of Firm • References for projects of similar size and scope • Proposed employee training program • Quality Control Program • Equipment, materials and supplies List 	20
Price	30
Quality of proposal submission/oral presentations	5
TOTAL	100

- D. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

ATTACHMENT A
INSURANCE SPECIFICATIONS

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Caroline named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability - Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Excess/Umbrella Liability \$1,000,000 per occurrence

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Successful Bidder's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Successful Bidder's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Caroline. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The certificate holder on the Accord form shall be:

**County of Caroline, Virginia
Department of Public Works/Utilities
PO Box 424
Bowling Green, VA 22427**

ATTACHMENT B
PROPOSAL SIGNATURE SHEET
Page 1 of 2

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

ATTACHMENT B
PROPOSAL SIGNATURE SHEET
Page 2 of 2

Company Legal Name: _____

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Caroline encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: _____

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT D

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Bidder or Offeror:

- is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offer or's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: