

**RFP Number:** .....Powhatan 23-002

**Title:**.....Custodial Services for Powhatan County Public Schools

**Issue Date:** .....February 23, 2023

**A non-mandatory pre-proposal conference/site visits will be held on** ..... March 1, 2023 3 p.m.

**The conference will be held at:** Pocahontas Landmark Center, 4290 Anderson Hwy. Powhatan, Virginia 23139

**Proposals Due No Later Than:** ..... March 17, 2023 4:00 P.M.

**Location for Receipt of Proposals:** ..... Pocahontas Landmark Center Building  
c/o Facilities Department  
4290 Anderson Hwy  
Powhatan, VA 23139

**Inquiries:** Questions which may arise as a result of this solicitation may be addressed to Robert Benway, Facilities Director, at (804) 598-5700, or by email to [Robert.Benway@powhatan.k12.va.us](mailto:Robert.Benway@powhatan.k12.va.us). **Inquiries must be received no later than March 3rd, 2023 at 4:00 p.m. in order to be considered.** Contact initiated by a contractor concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the contractor from this transaction.

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My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal
- the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards
- that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
- that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.

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**Complete Legal Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Remit to Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**Proposal Dated:** \_\_\_\_\_

Please refer to Clause 6 of the General Terms and Conditions:

**Minority-Owned Business:** ☐Yes ☐No **Powhatan Business:** ☐Yes ☐No

**Women-Owned Business:** ☐Yes ☐No **Small Business** ☐Yes ☐No

**Service Disabled Veteran-Owned Business** ☐Yes ☐No

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## **I. PURPOSE**

The purpose of this Request for Proposals (“RFP”) is to establish contract(s) with one or multiple vendors to provide production custodial services for Powhatan County Public Schools locations as specified in this RFP or as determined to be in the best interest of the County. Contracts will be awarded by options/zones as indicated in ATTACHMENT D - Building Locations, Square Footage and Other Information.

**PCPS/COUNTY will consider multiple providers as outlined in Option I, II, III, and IV below.** Offerors may choose to only submit a proposal for only one of the options. Offerors may submit a Primary proposal for all seven facilities (option 4), as well as a proposal for a combination of options I, II and III.

The Proposal Options are as follows:

**Option I** – Provide custodial services as detailed in the specifications for Powhatan High School, and Flat Rock Elementary School.

**Option II** – Provide custodial services as detailed in the specifications for Powhatan Middle School, and Powhatan Elementary School.

**Option III** - Provide custodial services as detailed in the specifications for Pocahontas Elementary School, Pocahontas Landmark Center and Powhatan Transportation Facility.

**Option IV** – – Provide custodial services as detailed in the specifications for Powhatan High School, Powhatan Middle School, Flat Rock Elementary School, Pocahontas Elementary School, Powhatan Elementary School, Pocahontas Landmark Center and Powhatan Transportation Facility.

For purposes of this RFP, Powhatan County Public Schools (“PCPS”) and County are synonymous.

## **II. BACKGROUND**

Powhatan County Public Schools (PCPS) services 4200+ students in 3 elementary schools, 1 middle school, and 1 high school. PCPS ensures that all students aged 3 to 21 years of age have available to them a Free Appropriate Public Education ("FAPE") in accordance with Section 504 of the Rehabilitation Act of 1973 (Section "504") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"). IDEA requires the provision of special education and related services to students with disabilities.

One of the guiding principles of the Facility Directorate is to maintain a safe, secure, clean and comfortable learning environment. The key to this effort is to maintain over 675,000 square feet of classroom and support building space through both daily maintenance and planned capital improvements. Currently, custodial services are provided by one contractor.

### **III. SCOPE OF WORK/SPECIFICATIONS**

- A. The Offeror should furnish all management, supervision, personnel, equipment, supplies, tools, and materials required to provide custodial services (Services) at the specified PCPS building locations/zones as specified in ATTACHMENT D – Building Locations, Square Footage and other Information.

#### **PCPS Roles and Responsibilities**

1. The Offeror is responsible for all production cleaning in all areas of the building.
  2. The contract will be administered and monitored by the PCPS Facilities Director.
  3. Local School Administration (i.e. Principal and other school staff) and PCPS Facilities Director –These positions are solely responsible for on-site feedback through cleaning inspection software and/or Performance Tracking sheets.
- B. Service shall be provided at the highest standards for an educational institution from the perspectives of sanitation, public relations, and protection of the physical facility. The services provide shall meet a “customized” level of cleanliness using the PCPS required cleaning frequencies in ATTACHMENT F - Cleaning Schedule for Each Type of Location and meet the level of cleanliness equivalent to Association of Physical Plant Administrators (APPA) 2 upon inspection by PCPS employees. Accurate staff levels based on Cleanable Square Feet (CSF), per custodian, per day is required to meet this level of cleanliness. This is important to note because some of the PCPS cleaning frequencies outlined in ATTACHMENT F – Cleaning Schedule for Each Type of Location, are customized and may exceed or subceed APPA 2 cleaning frequencies based on PCPS needs. In addition, the offeror should provide at a minimum:
1. High School/Middle: Cleaning staff to achieve between 22,000 to 23,000 CSF per custodian per day.
  2. Elementary: Cleaning staff to achieve between 13,000 to 14,000 CSF per custodian per day.
  3. Documentation confirming that their proposed staffing levels shall meet the cleaning requirements outlined in ATTACHMENT F - Cleaning Schedule for Each Type of Location and compare that to the CSF identified above. If there is a difference between the application of the APPA standard when applied to ATTACHMENT F - Cleaning Schedule for Each Type of Location and the minimum CSF per custodian per day referenced in item #1, the contractor shall identify the discrepancy in their proposal response and demonstrate how the difference in CSF per custodian per day they propose meets the requirements of the RFP.
  4. Meet a minimum APPA 2 level of cleanliness and to guarantee daily staffing levels to meet the cleaning tasks and frequencies outlined in ATTACHMENT F -

## Cleaning Schedule for Each Type of Location.

### 5. Cleaning requirements are categorized as routine or non-routine:

- i. Routine Cleaning are all activities that occur within the course of a week, for example, alternating days, daily, and weekly activities.
- ii. Non-routine Cleaning are all other activities that occur at a frequency other than within daily or weekly schedule, for example – monthly, annually, or semi-annually.

- C. The Offeror should provide a fully competent, capable, and stable management team to ensure goals, objectives, and requirements are fully realized.
- D. The Offeror should have a clearly defined organizational structure, including levels of authority from the individual custodian to corporate representatives. Each authority level should have availability, as appropriate, to PCPS during the term of the contract. A management employee who shall maintain an office in Powhatan County and shall work with, and serve as, a principal point of contact for the PCPS FACILITIES DIRECTOR is required.
- E. The Offeror shall be financially viable and fully capable to provide required services.
- F. Human Resources, Staffing, and Personnel:

The Offeror should at a minimum:

1. Be responsible for all matters pertaining to the recruitment, screening, hiring, and retention of employees. These matters should be completed in strict compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour, and any other stipulations germane to prudent personnel management.
2. Only those personnel who have been properly trained should be assigned duties under this contract. All personnel should be provided uniforms (consisting of a shirt or a smock) by the contractor(s) which have been determined to be acceptable by the PCPS FACILITIES DIRECTOR. The personnel should be neat and clean in appearance at all times. Photo identification badges should be furnished by the contractor and shall be worn by contractor employees at all times while on PCPS property.
3. Submit proof of each employee's successful completion of a Tuberculosis Screening/Test to the PCPS Human Resource Department prior to placement of the contractor's personnel in the school environment.
4. Ensure all contractor personnel pass a background checks. Contractor personnel shall be required to undergo background checks by the State Police and Child Protective Services. These background checks will be performed by the offeror. The offeror will send a letter certifying that each employee has passed these background checks. Furthermore, the employee must pass the state police background check

before working in the schools.

5. Remove immediately from all work assignments for PCPS, any employee whose work habits and/or conduct are deemed objectionable by the PCPS FACILITIES DIRECTOR. This request will come directly from the PCPS FACILITIES DIRECTOR to the vendor in writing.
6. All personnel should have at a minimum:
  - i. Working knowledge of proper cleaning techniques and cleaning standards.
  - ii. The ability to operate commercial cleaning equipment.
  - iii. The ability to understand and follow instructions.
  - iv. The ability to work safely and efficiently with machinery.
  - v. The ability to read and write English well enough to follow written instructions and comprehend labeling on products.

G. Staffing Requirements:

The Offeror should at a minimum:

1. Avoid following the PCPS work schedule or calendar and provide full coverage to completed tasks during PCPS extended holiday breaks, i.e. Summer break, Winter break and Spring Break. The following holidays are those for which services are not required to be provided:
  - i. New Year's Day
  - ii. Memorial Day
  - iii. Juneteenth
  - iv. July 4<sup>th</sup>
  - v. Labor Day
  - vi. Thanksgiving Day and the Friday following Thanksgiving
  - vii. Christmas Eve
  - viii. Christmas Day
  - ix. New Year's Eve
2. Provide an employee roster for employees that are assigned to each location at the beginning of each contract year, updated and submitted to the PCPS FACILITIES

DIRECTOR monthly.

3. Provide a minimum of one Team Leader or Supervisor in each school location.
  - i. Submit a copy of Team Leader's and Supervisor's job description in proposal.
4. School evening activities typically end by 9:30 p.m. and may occur Monday through Friday at each school location. After the evening activity, the Offeror is responsible for cleaning up these areas. Offeror should **not** be responsible for set-up or breaking down the extra items for the evening activity, unless requested by PCPS FACILITIES DIRECTOR. The request for this service should be provided by PCPS FACILITIES DIRECTOR no less than 48 hours prior to the event. Pricing for breakdown services will be negotiated between the short-listed offerors and the County.
  - i. The contractor will be available to allow building access to the event facilitator 15 minutes prior to through 15 minutes after the event start time. Once the event facilitator has entered the building, the contractor is no longer responsible for facilitating entry.
5. Provide a daytime contact or Manager that can address any issues that were identified from the previous night's work and to address any issues that were escalated by PCPS school-based staff.

#### H. Security

The Offeror should at a minimum:

1. Provide training for employees in security requirements of PCPS locations and is responsible for the enforcement of the same. Each school has individual crisis plans and drill schedules. Training programs shall be developed in conjunction with the Facilities Director and/or Principal at each school location as soon as possible following contract execution
2. Inform all employees of the following:
  - i. Safeguarding against loss, theft, or damage of all PCPS property, materials, equipment, and accessories which might be exposed to the contractor's personnel.
  - ii. Guns, knives, or other weapons are prohibited on PCPS property.
  - iii. Alcohol and drugs are prohibited on PCPS property.
  - iv. Tobacco use (smoking/chewing/etc.) is prohibited on PCPS property
  - v. Keys required by the contractor shall be provided by PCPS. Contractor shall follow established PCPS Key Control procedures in ATTACHMENT J - Key



## Control Procedures.

- vi. Contractor shall be fully responsible for:
  - i. The security and appropriate use of the keys which may be issued
  - ii. Paying the replacement cost of any keys
  - iii. Ensuring keys are maintained in a secure manner
  - iv. Returning keys to the County when employees leave employment and at the end of the contract
- vii. At the end of the contract, final payment may be reduced if all keys have not been returned and accounted for and any change in security/locking devices as a result of an unreturned key may be billable to the contractor.
- viii. Contractor personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by PCPS).
- ix. All contractor personnel (i.e., supervisors/managers) who are not site based shall adhere to the PCPS Visitors Policy

## I. Supervision

- 1. The Offeror should provide appropriate levels of supervision as required for the execution of all contractual responsibilities. The contractor shall provide direct supervision or leadership for their employees at all school buildings during the custodial working hours.

## J. Damage

- K. The Offeror is responsible for the repair/replacement of damage to a facility caused by personnel and/or equipment. The PCPS Facility Director should be notified within 48 hours of the incidence taking place. The Facility Director should approve of repair method used and/or the replacement material being purchased. All repairs should be completed to the satisfaction of PCPS Facilities Director.

## L. Equipment and Supplies/Materials

The Offeror should at a minimum:

- 1. Provide all equipment necessary to fulfill all requirements specified herein. A listing of all equipment used should be submitted to the PCPS FACILITIES DIRECTOR for final approval prior to initial service under the contract. Changes may be made only after being authorized by the PCPS FACILITIES DIRECTOR. All equipment shall meet or exceed OSHA requirements and commonly recognized safety requirements.
  - i. Equipment specifications can be found in ATTACHMENT L – Equipment

## Specifications.

2. Furnish all needed safety equipment and protective devices (Personal Protective Equipment (PPE)) necessary for the safety of all contractor personnel. Appropriate safety and warning/cautionary signage (i.e., “wet floor” signs) is the responsibility of the contractor to provide and use for the safety of everyone.

## M. Consumable Supplies/Materials

The Offeror should at a minimum:

## 1. Chemicals

- i. Provide all chemicals necessary to fulfill all requirements specified herein and should submit a listing of all chemicals and supplies to PCPS for final approval prior to initial service under the contract. Changes may be made only after being authorized by PCPS. All chemicals shall meet or exceed OSHA requirements and commonly recognized safety requirements. In addition, offeror should maintain Safety Data Sheets for all chemicals used at each location in a “Right to Know Book” and be kept up to date. The PCPS FACILITIES DIRECTOR should be provided a copy of the up-to-date book for each location.
- ii. Maintain adequate chemicals to address common types of cleaning/disinfecting needs in public schools, including but not limited to: head lice, hand, foot and mouth disease, vomiting, MRSA, etc. Personnel should be familiar with and skilled in the application of chemicals to address common types of cleaning/disinfecting needs in public schools.

## 2. Supplies

- i. Supply all consumable supplies, including but not limited to: toilet tissue, feminine products, paper towels, hand soap, trash can liners, and recycling can liners in order to meet the needs of each assigned building location. In addition, supply all dispensers at assigned school locations.
  - i. Dispensers for Supplies:
    - a. Provide and install any necessary dispensers for supply items including but not limited to: toilet paper, paper towels, hand soap and chemicals.
    - b. Should individual locations opt to replace dispensers at their location, that location would be responsible for maintaining/providing/refilling all of the dispensers.
    - c. Installation or removal of dispensers shall be authorized by the PCPS FACILITIES DIRECTOR. It is also the contractor’s responsibility to repair damage to walls and bathroom partitions

where dispensers are installed, removed, or replaced

### 3. Single Stream Recycling Program

- i. Be responsible to place waste in the properly designated containers provided by PCPS.
- ii. PCPS will leave in place existing indoor recycling containers, to include but not limited to classrooms and hallways. Offeror shall replace the existing units once they become damaged.

### N. Storage, Cleaning and Disposal of Equipment/Supplies

1. PCPS will provide separate locked storage spaces if available for storage of contractor cleaning equipment and supplies, but PCPS will not be responsible for losses which may occur due to theft and/or vandalism. All equipment/supplies and all storage space should be maintained properly and remain in clean condition.
2. The Offeror should clean its own equipment/supplies. Contracted personnel shall not utilize PCPS's Physical Education laundry or Food Service equipment to clean equipment/supplies.
3. The Offeror shall strictly comply with local, state and federal environmental requirements when disposing of chemicals, equipment and supplies and shall be responsible for reimbursing PCPS for any penalties imposed upon PCPS for the violation of any environmental requirements caused by the contracted personnel.

### O. Training

1. The Offeror should have a clearly defined training program specifically designed for school custodial service personnel, including training that meets or exceeds all local, state, and federal guidelines. The safety related training program should include at a minimum:
  - i. The application of chemicals and the use of equipment to facilitate safe conditions for both contractor personnel and PCPS students, staff, and faculty.
  - ii. Education regarding blood borne pathogens, storm water, hand washing, asbestos awareness, and personal protective equipment,
  - iii. During the transition phase, assigned staff and site-based leadership personnel for each facility will receive site orientation training from PCPS. This training will include building footprints, procedures for daily operations (i.e., building specifics), and introduction to key building personnel. It is the contractor's responsibility to become familiar with building footprint and operations.
  - iv. A record of completed training to PCPS FACILITIES DIRECTOR for each contractor staff member within one week of the contract employee starting

employment.

- v. Records of completed annual OSHA mandated training requirements to the PCPS FACILITIES DIRECTOR for all contractor personnel.
- vi. Provide new employees with new hire training, and existing employees with annual training practices on chemical storage, and disposal. Contractor may use PCPS training module, however, contractor shall be required to properly document training completions with the ability to show proof of training upon request from the PCPS FACILITIES DIRECTOR.

P. Emergencies

- 1. Offeror shall report all emergency conditions (health or property) to the PCPS Facilities Services Department within one hour. A list of contact names and numbers shall be provided by the PCPS Facilities Services Department during transition meetings.

Q. Contractor's Representative

- 1. The offeror should designate at least one individual who should be available to the PCPS FACILITIES DIRECTOR 24 hours a day for purposes of receiving reports of problems, requesting schedule changes, remediating any issues from previous night's work etc. This individual should be someone other than the site-based team leader and he/she should be the sole contact person for routine matters.

R. Custodial Scheduling

- 1. All custodial services should be provided with a minimum amount of disruption to the instructional day or after school events. Restrooms and hallways shall remain accessible at all times when school is in session or during after school events. All custodial functions for classrooms and offices should be conducted at the end of the school day unless otherwise requested by the PCPS FACILITIES DIRECTOR. All facilities shall be ready and available for full instructional operation prior to the beginning of each instructional day.

S. Program Responsibility and Commencement Date

- 1. Offeror should assume responsibility for the production cleaning custodial services program for the awarded locations beginning June 1, 2023, and have all necessary staff trained and prepared for the transition deadline. All staff shall be required to have completed training prior to beginning work at a school.

T. Special Requirements

- 1. Emergency work (health or property), generally defined as work outside of typical contracted hours, shall be determined and authorized by the PCPS Director of Facilities or designee. The Offeror should be available to respond to an emergency within one hour after notification by PCPS. Services provided related to emergency work should be billed at the Emergency Response Fee that will be negotiated

between the short-listed firms and County.

2. The Offeror should have plans and protocols in place to promptly and effectively respond to situations which may pose a hazard to students and staff including but not limited to chemical spills, blood spills, head lice, viral/bacterial infections, MRSA, etc. A prompt and effective response is required in these situations. These incidents shall be reported immediately to the PCPS FACILITIES DIRECTOR. Offerors should submit a copy of these plans and protocols with their proposal. Final plans and protocols will be negotiated with short-listed firms and approved by the PCPS FACILITIES DIRECTOR prior to the contract start date.
3. Non-Routine Cleaning. All annual cleaning requirements shall be completed by the agreed upon summer schedule provided to PCPS FACILITIES DIRECTOR. PCPS FACILITIES DIRECTOR shall provide tentative summer school sites and calendars no later than May 1st of each year. Non-routine cleaning should occur year-round in order to consistently achieve APPA 2 standard outlined in contractual obligations in the Scope of Work (SOW).
4. All necessary utilities will be furnished by PCPS. Offeror(s) should be subject to PCPS's energy conservation program. Contractor should notify PCPS 24 hours in advance of waxing projects in order to take temperatures out of set-back mode.

U. Additions and Deletions to Building Locations and Square Footage

1. Additions and deletions to Square Footage may be applicable due to renovations, addition of trailers, or creation of a new school(s).
2. When cleanable square footage (CSF) is added to or deleted from a school location, the monthly payment will be adjusted by the per CSF price for that particular school location for the expected length of time as appropriate.
3. New Schools/Closings of Schools:
  - i. When new school(s) are added during the term of the contract, a price per CSF will be negotiated for the location. Payment for services shall commence with the first day of services provided.
  - ii. Should a school location be permanently closed or unavailable during construction, payment for services shall end or be prorated based on the last day of service and the first day service is restored.
4. Portable Classroom/Administration Units (Trailers)
  - i. Custodial services shall be provided at all portable classroom and/or administration units. ATTACHMENT D - Building Locations, Square Footage and Other Information identifies the number of portable classrooms/administration units to be cleaned at each location. Each year the list will be updated to reflect cleanable portable units.
  - ii. If a need arises to add or remove portable classroom/administration units

during the school year, the Offeror should maintain the applicable square footage. The contract will be modified, and monthly payment will be adjusted accordingly.

- iii. If a need arises to replace indoor classroom/administration space due to renovations (or other needs) the contractor shall be required to maintain the portable units replacing the indoor classroom/administration space at no additional charge unless there is an increase or decrease in square footage due to the replacement.
- iv. All modifications will be prorated based on the date of the change in relation to the monthly billing cycle. Prorated amount will be determined based on 21.5 working days divided by the current monthly billable rate.
- v. The total CSF by location may change due to the decrease or increase in portable units by location. The price per CSF by location negotiated at contract start shall be applied to the total CSF for billing purposes.

#### V. Responsiveness

The Offeror should at a minimum:

- 1. Investigate concerns and/or complaints and provide a response to the PCPS FACILITIES DIRECTOR, in a format acceptable to PCPS, within the same business day.
- 2. Establish a communications plan to advise PCPS of staff and/or management changes immediately and notify PCPS FACILITIES DIRECTOR when there are suspensions or terminations for theft or any other illegal action by an employee.
- 3. Provide representation at mandatory performance meetings with the PCPS FACILITIES DIRECTOR. Typically, performance meetings are held twice a month but may increase or decrease in frequency based on need and PCPS FACILITIES Director's determination.

#### W. Responsibilities of PCPS

##### 1. Storage

- i. PCPS will make available, existing storage space for equipment and supplies/materials normally required for the types of services to be provided under the contract. PCPS is not responsible for contractor's equipment or supplies that are lost or stolen.

##### 2. Trash Disposal/Recycling

- i. PCPS will furnish, in a reasonably convenient outside location, dumpsters for the removal of school generated wastepaper, trash, debris, etc. All trash

disposal and recycling shall be disposed of under the single stream recycling program.

### 3. Keys

- i. Keys which may be required by contractor's personnel will be furnished by PCPS. See Attachment I: Key Control Policy

### 4. Transition Phase

- i. Key personnel shall be available to begin planning within one (1) day after the contract is executed for transition meetings to include Site Orientation Training at each location to equip key personnel with the necessary site-specific information to ensure successful contract performance.

X. If reassignment of school locations becomes necessary, a transition period of sixty (60) days will be given to complete its transition for the additional school(s). During this transition phase PCPS may waive Charge-backs for APPA ratings for the affected school(s). Additionally, PCPS may waive charge-back for exterior doors and windows left unlocked during the first thirty (30) days of the transition period. Contractor is still required to secure all doors during this time period.

### Y. Compliance with Contract Requirements

1. PCPS will complete routine inspections at all locations, if determined to be required. Such inspections shall be completed after the contractor completes their services but before school commences for the day. Such inspections are intended to ensure services are being performed at an acceptable level as required herein (within APPA standards and all attachments contained herein). PCPS will share inspection results with the contractor. PCPS will notify vendors of any issues via email. The contractor shall be required to provide a response and complete the request by the next business day. Failure to comply may result in Charge back. (refer to section #7)
2. Should the contractor not perform required duties in a complete and thorough manner as determined by the PCPS FACILITIES DIRECTOR, the contractor will be notified in writing. The PCPS FACILITIES DIRECTOR will notify the contractor of issues of noncompliance and reserves the right to have the duties completed by other means. PCPS will reduce the contractor's invoice relative to the period of non-compliance commensurate with the actual cost incurred by PCPS.
3. If it is determined that a building has been left unsecured due to negligence on the part of the contractor personnel, PCPS will charge the contractor \$500 for each exterior door and window left unlocked to cover the time period for the cost of PCPS personnel having to secure the location. PCPS will reduce the contractor's monthly invoice by \$500 plus cost of PCPS personnel (\$20/hour).
4. Repeated failure to meet standards as noted during inspections or from complaints may result in cancellation of the contract or reassignment of awarded schools to

other PCPS contractors.

5. Provide to the PCPS FACILITIES DIRECTOR for each school the names of staff assigned to each shift along with a copy of their photo identification.
6. Submit monthly invoices for work performed during the previous monthly cycle to the PCPS FACILITIES DIRECTOR.
7. A reduction of 5% of the total monthly cost of a school location shall be initiated for failure to meet the APPA 2 cleaning requirements at each school location. For purposes of charge backs, APPA 2 is defined as an APPA score when rounded to zero decimal places equals 2. PCPS will conduct inspections only during calendar school days and summer school; therefore, APPA assessments shall not be applicable during times when school is not in session at the individual location.
8. The Contractor's Manager shall be dedicated solely to PCPS from contract start throughout the contract and shall be located on-site in accordance with the scope of work.
9. Contract managers are accountable for contractor's inspection scores from PCPS inspections.
10. Provide a dedicated Start-up and Transition Team to PCPS for the initial 120-160 days.
11. In addition to the contractor's Start-up and Transition Team, the contractor should utilize additional labor and logistical support from resources in the area, if necessary, for a quick start up.
12. Immediately notify the Facilities Director of the arrest of any employee, or of any disciplinary action that threatens PCPS students, personnel, and/or property, as soon as contractor is aware of such an occurrence. Contractor shall check the sexual offender's registry monthly and perform national background checks on an annual basis for all active employees.
13. Staff the contract to the minimum agreed upon cleanable square foot per custodian requirement and achieve the APPA 2 standard of cleanliness during the entire contract year. For purposes of determining staffing levels, APPA 2 is defined as an APPA score when rounded to one decimal place equals APPA 2.0.

## Z. Building Information

1. Flooring: ATTACHMENT D – Building Locations, Square Footage and Other Data identifies the composition of hallway, cafeteria, classroom and gymnasium floors.
2. Auditorium floors consist of concrete, and carpet (see reference to stages below).
3. Stage floors consist of wood and VCT Tile.
4. Restroom floors are a variety of materials which require specific cleaning chemicals



depending on the composition of the material. Restroom floor materials consist of: ceramic tile, VCT tile, concrete, quarry tile, terrazzo, and Epoxy poured floors. These shall be identified at site orientation walkthroughs.

5. Custodial Office Space

- i. Existing office space in schools will be made available for contractor use. Wi-fi service will be available at all school locations. The contractor is responsible for providing their own computers/laptops.
- ii.

## IV. **INSTRUCTIONS**

### A. **Submission and Receipt of Proposals**

1. Submittals, in one (1) original hard copy, (1) electronic copy on USB Drive, one (1) redacted hard copy, and one (1) redacted electronic copy on USB (if invoking § 2.2-4342F and providing ATTACHMENT C- Proprietary/Confidential Information Identification), marked **Custodial Services for Powhatan County Public Schools** will be received until, but no later than the date and time specified on the cover sheet, at:

Pocahontas Landmark Center Building  
c/o Facilities Department  
4290 Anderson Hwy  
Powhatan, Virginia 23139  
Monday-Friday 8:30 a.m. – 4:30 p.m.

**NOTE: The electronic copy of the proposal on the USB drive should be an exact match of the paper copy, including signatures on all required forms, pamphlets, charts, promotional material, etc. There should be no deviation between the hard copy and the electronic copy.**

2. Mark the outside of the envelope with **RFP# Powhatan 23-002** and proposal subject, **Custodial Services for Powhatan County Public Schools**.
3. It is the sole responsibility of the contractor for ensuring that their proposals are stamped by Facilities Department personnel or designee before the deadline indicated in Paragraph A of these instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
4. In the event that Powhatan County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to

the next regular business day at the same time.

5. If you are an individual with a disability and require a reasonable accommodation, please notify the Facilities Department at (804) 598-5700, three working days prior to need.
6. 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. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
7. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the contractor. All proposals submitted without such signature will not be considered.
8. Proposals shall not be accepted via fax or email.
9. For information pertaining to the decision to award and/or award on this procurement transaction, contractors may access public notification electronically at [http://www.powhatan.k12.va.us/groups/66981/facilities\\_maintenance/facilities\\_maintenance](http://www.powhatan.k12.va.us/groups/66981/facilities_maintenance/facilities_maintenance).

## B. Submittal Format

In order to facilitate the analysis of responses to this RFP, contractors should prepare the proposal in accordance with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Contractor's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Powhatan County.
3. The County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the contractor desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. **The County is under no obligation to consider or negotiate information or documentation that is submitted not in compliance with the requirements herein or that is submitted by an contractor after the deadline for submission of the proposal identified in Section IV(A)(1) above. Notwithstanding the preceding sentence, the County**

**may, in its sole discretion, consider and/or negotiate such submissions.**

#### 4. Detailed Submittal Format

- a. Introduction letter, signed cover sheet, ATTACHMENT A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
- b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the contractor's proposal to include the zone(s) covered in their proposal. The executive summary should identify the primary contact for the contractor including name, address, telephone number and email address.
- c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. **List the options/zone(s) included your proposal(s).** Clearly state your ability to meet or exceed the requested services.
- d. Statement of Qualifications and Capacity of firm to provide services required. The contractor should include a description of the organizational and staff experience as it relates to meeting the County's needs, including experience administering similar contracts for governmental entities. The response should address firm's size, structure, and number of years in business.
- e. Key Individuals – The contractor should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. An operational plan to include methods to complete weekly, monthly and annual cleaning requirements. This plan should specifically detail how annual cleaning requirements will be completed. This plan should also address training program (safety and hazard procedures, etc.).
- g. Provide APPA calculations used to determine staffing and recruitment plan detailing the ability to meet APPA staffing standard no later than June 1, 2020. A staffing plan that includes proposed service hours and positions each school location. The plan should include position titles, anticipated hourly rates by position type and job descriptions. The plan should include a complete organizational chart. In addition, documentation confirming that their proposed staffing levels shall meet the cleaning requirements outlined in ATTACHMENT F - Cleaning Schedule for Each Type of Location and compare that to the CSF identified below. If there is a difference between the application of the APPA standard when applied to ATTACHMENT F - Cleaning Schedule for Each Type of Location and the minimum CSF per custodian per day referenced below, the contractor shall identify the discrepancy in their proposal response and demonstrate how the difference in CSF per custodian per day they propose

meets the requirements of the RFP.

High School/Middle: Cleaning staff to achieve between 22,000 to 23,000 CSF

Elementary: Cleaning staff to achieve between 13,000 to 14,000 CSF

- h. An exit plan at the end of the contract. The plan should identify the contractor's strategy for transferring personnel, equipment and supplies, and other closeout activities and other coordination activities to ensure a seamless transition to a new contractor.
  - i. A statement of financial capability/stability of the firm to execute and effectively maintain a contract of this size.
  - j. A list of equipment, chemicals/cleaning supplies and materials proposed.
  - k. References - All contractors should include a list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an contractor. References may or may not be reviewed or contacted at the discretion of the County.
  - l. Cost of services listed in the Pricing Schedule.
- C. **Pre-Proposal Conference (Non-Mandatory):** A **non-mandatory** pre-proposal conference will be held on **March 1, 2023** at **3 p.m.** The conference will be held at: **Pocahontas Landmark Center, 4290 Anderson Hwy. Powhatan, Virginia 23139 in the School Board Conference Room.** Non-mandatory site visits will be held immediately following the pre-proposal conference.

Attendance is encouraged; however, it is not mandatory in order for your proposal to be considered for award.

## V. **TERMS AND CONDITIONS**

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by the Powhatan County Facilities Department (or pursuant to delegated purchasing authority) on behalf of all Powhatan County public bodies, as public bodies are defined in Code of Virginia Section 2.2-4301, as amended, including any agencies, boards, authorities, schools, or other entities for which the Powhatan County Facilities Department acts as purchasing agent. The term "County" as used in any general or special terms and conditions includes the applicable entity or entities listed above as the context may require.

**NOTE:** Certain terms and conditions may not be applicable based on the method of procurement and the good/service being procured.

## A. **GENERAL TERMS AND CONDITIONS**

1. **Addenda:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Most addenda are downloadable from the Procurement Department web site at:  
[http://www.powhatan.k12.va.us/groups/66981/facilities\\_maintenance/facilities\\_maintenance](http://www.powhatan.k12.va.us/groups/66981/facilities_maintenance/facilities_maintenance).

Each bidder/contractor is responsible for obtaining all addenda posted at the Facilities Department website or by calling (804) 598-570. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid/proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.

2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Powhatan County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
3. **Assignment of Contract:** The County and Contractor bind themselves, and any successors, and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
4. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with this paragraph.

5. **Change Orders:** Change orders must be approved by the County prior to work being performed.

6. **Commitment to Diversity and Powhatan Businesses:**

- a. Powhatan County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Powhatan County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Powhatan County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects. Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Powhatan County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Facilities Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

- b. Definitions:

- i. Powhatan Business (CB) – any private business enterprise, located within the jurisdictional boundaries of Powhatan County.
- ii. Minority-Owned Business (MOB) – a business that is at least 51% 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% 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. (Code of Virginia Section 2.2-4310, as amended)
- iii. Service-Disabled Veteran-Owned Business (SDVOB) – a business that is at least 51% 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% 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. (Code of Virginia Section 2.2-4310, as amended)

- iv. Small Business (SB) – 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. (Code of Virginia Section 2.2-4310, as amended)
- v. Women-Owned Business (WOB) – a business that is at least 51% 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% 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. (Code of Virginia Section 2.2-4310, as amended)

- c. This provision only applies to contracts valued in excess of \$10,000.

If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service-disabled veteran-owned businesses. (Code of Virginia Section 2.2-4310, as amended)

- 7. **Contract Execution:** Though the term “County” is defined herein to include distinct entities, the contract shall be entered into by, and in the name of, the specific entity receiving the benefit of the goods and services.
- 8. **Contractor’s Authorization to Transact Business:** In accordance with Code of Virginia Section 2.2-4311.2, as amended, any bidder/contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any bidder/contractor organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any bidder/contractor 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 law, shall include in its bid/proposal a statement describing why the bidder/contractor is not required to be so authorized. This information shall be provided in the attachment included in the solicitation titled “Virginia State Corporation Commission (SCC) Registration Information”. Failure to provide the required information may result in the rejection of the bid/proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if

so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of any contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.

9. **Copyrights or Patent Rights:** The bidder/contractor certifies by submission of a bid/proposal that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of any solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Powhatan County, its officers, employees, and agents harmless from any and all liability, loss or expense incurred by any such violation, or alleged violation.
10. **Default:** In case of failure to deliver the goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
11. **Drug Free Workplace:** (*Code of Virginia* Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.
  - a. 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.
  - b. 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 this chapter, 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.

12. **Employment Discrimination:** (*Code of Virginia* Section 2.2-4311, as amended)



This provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of this contract, the Contractor agrees as follows:
  - b. 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.
  - ii. 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.
  - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor shall include the provisions of the foregoing paragraphs i, ii, and iii in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **13. Environmental Health & Safety (EHS):**

- a. The Contractor, its employees and Subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health (VOSH) Compliance Program administered by the Virginia Department of Labor and 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 Contractor 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 Contractor.
- b. The Contractor shall provide a supervisor for each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall 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 shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of

the Contractor's or Subcontractor's employees from the work site.

- c. The Contractor may be required to provide to the County a copy of the Contractor's policies or manuals related to Environmental, Health & Safety compliance, and/or copies of training records for Contractor or Subcontractor employees.
  - d. If the County provides written or verbal notice to the Contractor that any of his activities have been determined to be hazardous and need to be stopped, the Contractor shall immediately discontinue those activities until notified by the County that he may resume activities.
  - e. If requested by the County Project Manager, the Contractor shall provide a written health and safety plan for the project prior to proceeding with work.
14. **Faith-Based Organizations:** (*Code of Virginia* Section 2.2-4343.1, as amended)  
The County does not discriminate against faith-based organizations.
15. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
16. **Force Majeure:** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.
17. **Form of Agreement:** It is the County's intent to utilize the Service Agreement included in ATTACHMENT C- Proprietary/Confidential Information Identification to execute the final agreement between the County and the Contractor. Except where otherwise prohibited by law, the Contractor shall note in the proposal response any exceptions to the terms and conditions of the RFP or the Service Agreement.
18. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Powhatan County.
19. **Indemnification:** The Contractor shall hold harmless and indemnify the County and its officers, officials, employees, and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or

omissions. As a matter of law, the County is prohibited from indemnifying the Contractor, subcontractors, or any third-party beneficiaries of the contract(s).

20. **Invoices:** Invoices for goods and services ordered and delivered shall be submitted by the Contractor to the remittance address shown on the purchase order. All invoices shall show the purchase order number, description of the goods and services, stock number and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.
21. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
22. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Code of Virginia Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:
  - i. 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
  - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
23. **Payment Card Industry Data Security Standards:** If (a) contractor stores, processes, or transmits cardholder data or engages in credit card processing, or (b) the goods or services provided by contractor involve credit card processing or the storage, processing, or transmission of cardholder data, then contractor shall comply with the Payment Card Industry Data Security Standards established by the PCI Security Standards Council, available at [https://www.pcisecuritystandards.org/pci\\_security/maintaining\\_payment\\_security](https://www.pcisecuritystandards.org/pci_security/maintaining_payment_security). These standards ensure the protection of payment account data throughout the payment lifecycle, including credit card and debit card numbers, access codes, and other cardholder data and sensitive authentication data.
24. **Precedence of Terms:** All Special Conditions contained in a solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
25. **Proprietary Information:** Code of Virginia Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a bidder, contractor, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder,

contractor or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the bids/proposals will be subject to disclosure pursuant to applicable law.

- 26. Quality Expectation Statement:** The County, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the County’s total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide goods and services with a target of “zero defects - zero rework”.
- 27. References:** If requested, the bidder/contractor shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders/contractors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder/contractor.
- 28. Safety:**
- i. The Contractor shall provide a supervisor at each job site who is competent, qualified, has authority over the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall 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 shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor’s employees from the work site. This supervisor shall be accessible by the County Project Manager, the County Procurement Department, and County Department of Risk Management.
- 29. Security Breach:** “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which County data is exposed to unauthorized disclosure, access, alteration, or use. Upon becoming aware of a security breach or a suspected security breach, Contractor agrees to promptly (but no later than 48 hours after becoming aware of a breach or suspected breach) notify the County; fully investigate the event; and cooperate fully with the County’s investigation of and response to the event. Except as otherwise provided by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other

entities, without prior written permission from the County.

- 30. Sensitive Information Handling:** Any information in the possession of the County which is specific to an employee, student, citizen, County business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the County's department head, if any, and the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the consent must be obtained from the Powhatan County Chief Information Officer, or his designee. Any access to County information by contract workers from outside the County intranet shall be in accordance with existing technology security policies and procedures as required by the executed contract. Contract worker network connected computer equipment will be subject to all applicable County policies and procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the approval must be obtained from the Powhatan County Chief Information Officer, or his designee.
- 31. Taxes:** The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid/proposal.
- 32. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- 33. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
- i. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
  - ii. terminate the contract, enter upon the premises, take possession of all

equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

34. **Unauthorized Aliens:** (Code of Virginia Section 2.2-4311.1, as amended) The Contractor agrees that he does not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
35. **Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid/proposal and demonstrate in the bid/proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
36. **Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

## B. **SPECIAL TERMS AND CONDITIONS**

1. **Access to County Property:** Access to the County's property shall be as follows:  
  
Contractor's employees shall be required to check in through the Raptor system in each school's main office. The Raptor system requires that the employee's driver's license be scanned and performs an instant check through the state police sex offender database. If the Raptor system is not working a PCPS employee will check the Contractor in and out.
2. **Protection of Students:** In a manner consistent with *Code of Virginia*, Section 22.1-296.1, as amended, Bidders who will provide services that will place Contractor or Contractor's employees on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false

statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

### 3. **Contract Term/Contract Renewal/Contract Extension**

#### a. Contract Term

The initial term of this contract shall be effective from date of the award through June 30, 2024

#### b. Contract Renewal (requirements contract based on unit prices)

This contract may be renewed by the County for four (4) successive one year periods) under the terms and conditions of the original contract except as stated in subsections i. and ii. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- i. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Janitorial Services Industry, Product: Nonresidential Cleaning Services category of the Producer Price Index (PPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi>
- ii. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the Janitorial Services Industry, Product: Nonresidential Cleaning Services category of the Producer Price Index (PPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi>

#### c. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

4. **Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the**

**County. The certificate of insurance does not need to accompany the bid.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the County, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the County may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

- a. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
- b. Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles.
- c. Workers' Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.
- d. Abuse and Molestation Liability: \$1,000,000 per occurrence.

An insurance certificate shall be provided as evidence of the required insurance.



The insurance certificate:

- e. Must reflect that the Commercial General Liability policy names:

Powhatan County Public Schools, the County of Powhatan, their officers, employees, and agents, as an additional insured by endorsement to the policy or as required by contract.

Additional insured status applies to all work of the named insured performed on behalf of:

Powhatan County Public Schools and the County of Powhatan for this policy period.

- f. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the County
- g. Must have an authorized signature
- h. The Certificate Holder should be listed as:

Powhatan County  
Facilities Department  
4290 Anderson Hwy  
Powhatan, VA 23139

- 5. **Labeling of Hazardous Substances:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the *United States Code (U.S.C.)* or "Pesticides" as defined in § 136 of Title 7 of the *United States Code* or any other applicable law or regulation, then the bidder, by submitting his bid, certifies and warrants that the products to be delivered under the contract shall be properly labeled as required by the referenced sections and that by delivering the products, no violations of the prohibitions of Title 15 *U.S.C.* § 1263 or Title 7 *U.S.C.* § 136, or any other applicable law or regulation, have occurred. To the extent permitted by applicable law, Contractor shall indemnify and hold the County harmless in this regard, including but not necessarily limited to, as set forth in paragraph 20, Indemnification Clause of the General Terms and Conditions.
- 6. **Negotiating Contract Reductions:** The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase

order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.

7. **Safety Data Sheets (SDS):** It shall be the responsibility of the Contractor(s) to comply with all applicable requirements of the OSHA Hazard Communication Standard 1910.1200, as enforced by the Virginia Department of Labor & Industry – VOSH. This shall include as a minimum, furnishing safety data sheets (SDS) for all hazardous chemicals brought onto, produced, used or stored on County property, ensuring that all containers are appropriately labeled in accordance with the standard, and identifying the methods that will be used to inform the County of any precautionary measures that need to be taken to protect employees during normal work operations and foreseeable emergencies.
8. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County 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 and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).
9. **Worksite Damages:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the contract shall be repaired, to the County's satisfaction, at the Contractor's expense.

## VI. **PRICING SCHEDULE**

- A. **Pricing for additional services-** Offerors should submit pricing as indicated below for additional services as described in the Scope of Work.

Emergency Response Fee, Outside of Typical Contracted Hours, Inclusive of Travel, Overhead and Supervision	\$ _____ per hour
Additional Service Fee, including Final Cleaning Post Construction Duties, Inclusive of Travel, Overhead and Supervision	\$ _____ per hour

- B. Offerors should provide pricing for locations listed below as described in the Scope of Work. The County will utilize this information for scoring and comparative purposes only. Final pricing will be negotiated between the selected Offeror and the County for individual options/zones and additional services.

	Locations	CSF	Price per Square foot	Total monthly Price	Total Annual Price
1	Powhatan HS	268,656			
2	Flat Rock ES	100,000			

## **VII. EVALUATION CRITERIA**

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those contractors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Criteria	Weights
Demonstrated understanding of the requirements for this contract.	20
Qualifications and experience of the company.	20
Qualifications and experience of key personnel assigned to the contract.	10
The quality and viability of the contractor's transition plan.	5
The quality of the operational plan including quality assurance, training, procedural and safety programs.	20
The viability of the staffing plan to meet all requirements at each school location.	15
Cost of Services	10

## **VIII. AWARD PROCEDURE**

Selection shall be made of one or more contractors 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. Negotiations shall then be conducted with each of the contractors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each contractor so selected, the County shall select the contractor(s) which, in its opinion, has/have made the best proposal and award the contract to that contractor(s). When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one contractor. Should the County determine in writing and in its sole discretion that only one contractor is fully qualified or that one contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that contractor.

## **ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information**

**The contractor shall check one of the following. The contractor is:**

☐ a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ 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 contractor 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 contractor's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned contractor's current contacts with Virginia and describes why those 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*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed 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 proposals. No award shall be issued to an contractor who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐

**ATTACHMENT B – Sample Service Agreement**

**SERVICE AGREEMENT #ADMN2300021 FOR CUSTODIAL SERVICES FOR POWHATAN  
COUNTY PUBLIC SCHOOLS**

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
("effective date"), by and between the THE SCHOOL BOARD OF THE COUNTY OF POWHATAN,  
VIRGINIA ("County"), a school division within Powhatan County, Virginia and [insert Contractor  
name], ("Contractor").

**W I T N E S S E T H :**

WHEREAS, by Request for Proposal No. POWHATAN 23-002 (the "RFP"), the County solicited  
interested firms to submit proposals for Custodial Services for Powhatan County Public Schools ; and

WHEREAS, Contractor has represented to the County that it is fully capable of performing the  
services described in this Agreement, and the County has relied on such representation to select  
Contractor to provide the services; and

WHEREAS, the County and Contractor now desire to enter into an agreement setting forth their  
rights and obligations with regard to Contractor's performance of the services.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the  
parties agree as follows.

1. Scope of Services. Contractor shall furnish all labor, materials and services necessary  
to satisfy the requirement of the County as set forth in the RFP, this Agreement, and any additional  
services described in the Contractor's proposal entitled "[insert title of proposal response]" dated  
[insert date of Contractor's proposal] and any revisions thereto, hereinafter referred to as "Proposal".  
The work to be performed by the Contractor is described in detail in the RFP and the Proposal, and  
shall be referred to collectively as the "Services". Contractor represents that it will perform the  
Services in accordance with generally accepted professional standards, and will provide the County  
with the best possible advice and consultation within Contractor's authority and capacity. In the event  
of any conflict between the terms of the document originating from the County ("County Document",  
including the RFP, this Service Agreement, and Exhibits X, X, and X), and a document originating

from the Contractor ("Contractor Document", including the Proposal and Exhibits X, X, and X), the terms of the County Document shall control.

2. Authorization. Contractor warrants that it has the right to enter into this Agreement and to perform all obligations hereunder. Contractor represents that the execution of this Agreement and performance of any of its obligations hereunder are duly authorized and in compliance with applicable federal, state and local laws, rules and regulations. Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify the County in the event any such license or permit expires, terminates or is revoked.

3. County's Obligations. The County shall furnish Contractor, upon request, with any information, data, reports, and records which are reasonably available to the County and necessary for carrying out Contractor's responsibilities, so long as the provision of such information, data, reports, and records to Contractor is consistent with applicable law. The County shall designate a person to act as the County's contact with respect to the Services. The County's representative shall have the authority to transmit instructions, receive information and interpret and define the County's policies and decisions pertinent to Contractor's Services.

4. Time of Performance. All Services to be performed and any reports to be prepared hereunder by Contractor shall be undertaken and completed promptly pursuant to a schedule to be agreed upon between the County and the Contractor. It is expressly understood and agreed by the parties hereto that time is of the essence.

5. Contract Terms. The initial term of this contract shall be for a period of \_\_\_\_\_. This contract is renewable at the sole discretion of the County for \_\_\_\_\_ additional terms of \_\_\_\_\_ year each.

6. Compensation. The County shall pay Contractor, provided that Contractor performs to the satisfaction of the County, fee(s) as follows: \_\_\_\_\_

7. Time of Payment. Contractor shall submit invoices in accordance with the schedule outlined above. The County shall make payments to Contractor subject to the terms of this Agreement within thirty (30) days of receipt of Contractor's correct invoice. Contractor understands and accepts that the County will not pay any finance charges imposed on any invoices submitted by the Contractor

for services performed under this Agreement. If the Agreement is terminated by the County and not in any way through the fault of Contractor, payments due Contractor for services rendered prior to termination shall be paid to Contractor and shall constitute total payment for such services. If this Agreement is terminated in whole or in part due to the fault of Contractor, Contractor shall have no right to claim payment due for services performed but uncompensated at the time of termination provided that the County is not delinquent in its payments to Contractor. Payments made to Contractor shall not be considered as evidence of satisfactory performance of the work by Contractor, either in whole or in part, nor shall any payment be construed as acceptance by the County of inadequate services.

8. Non-Appropriations. The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Powhatan County Board of Supervisors (and the Powhatan County School Board, as applicable) and appropriation by them of the necessary money to fund this Agreement for each succeeding year.

9. Termination. It shall be the sole right of the County to terminate this Agreement at any time for any reason upon written notification to the Contractor.

10. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

11. Records and Inspection. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement including, without limitation, accounting records, written



policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to this Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including indirect labor and overhead allocations) as they may apply to costs associated with this Agreement. The County shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this Agreement. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

12. Insurance. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Powhatan County as an additional insured for general liability and excess liability coverage. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Agreement. The Contractor shall maintain during the initial term, and any additional terms of this Agreement, the following equivalent coverage and

minimum limits:

- (a) [Include information from RFP or final negotiated coverages/limits]
- (b)
- (c)

13. Confidentiality. Unless expressly authorized by the County, Contractor, its officers and employees, shall not divulge to anyone other than County officials in either written or verbal form any information or data obtained as a result of performing services pursuant to this Agreement. Contractor agrees to assume all responsibility for ensuring the privacy, confidentiality, and security of Powhatan County data released to Contractor under this Agreement through the use of necessary and appropriate security and technical controls.

14. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to Contractor constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County in respect to such breach or default.

15. Non-Discrimination Provision. During the performance of this Agreement, Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age or 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 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 Contractor, will state that 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.

Contractor shall include the provisions of the foregoing subparagraphs a, b, and c in every

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

16. Drug Free Workplace. During the performance of this contract, the Contractor agrees to:

(a) Provide a drug-free workplace for the Contractor's employees.

(b) 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.

(c) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

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

For 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 this chapter, the employees of who 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.

17. Hold Harmless. Contractor shall indemnify, defend and hold the County, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Agreement or an Order or arising out of Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the County is prohibited from indemnifying Contractor, subcontractors, or any third party beneficiaries of the Agreement.

18. Governing Law. Contractor and the County agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Contractor

and the County further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of the County of Powhatan to the express exclusion of any otherwise permissible forum.

19. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

**If to the COUNTY:**

Powhatan County [department name]

Attn.: County staff contact

Department address

Powhatan, VA 23139

**If to the CONTRACTOR:**

Name of Contractor

Attn.: name of Contractor contact

Address

City, State Zip

20. Assignment. This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Contractor's business or assets, whether by merger or acquisition, provided that Contractor notifies the County of such assignment and the County does not object in writing within 15 days of receiving such notification

21. Entire Agreement. This Agreement and any additional or supplementary documents incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

22. Subcontractors. The County reserves the right to reject any subcontractor selected by Contractor. The County shall exercise this right in good faith and for a legitimate reason. Upon such rejection, the subcontractor shall immediately cease any work on the Project. A subcontractor selected by Contractor to replace a rejected subcontractor must be approved in writing by the County prior to performing any work on the Project. Such approval will not be unreasonably withheld.

23. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith. Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse the County for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

24. Independent Contractor. Contractor's relationship with the County shall at all times be that of an Independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by Contractor and the County will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agents of the County.

Service Agreement Language:

25. Environmental, Health & Safety (EHS) Management. Contractor shall be responsible for complying with all federal, state, and local safety and environmental regulations. Additionally, the Contractor shall comply with the County's Contractor EHS Guidelines, document EHS.FORM.011. For questions or additional information, contact Powhatan County Department of Risk Management at (804) 318-8800.

26. Unauthorized Aliens. In accordance with the Virginia Code, Section 2.2-4311.1, Contractor hereby agrees that he does not and shall not, during the performance of this contract,

knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement as of the date first written above.

THE SCHOOL BOARD OF THE COUNTY OF  
POWHATAN, VIRGINIA

By: \_\_\_\_\_  
Susan Smith

Title: Chairman of Powhatan County Public Schools

Date: \_\_\_\_\_

[CONTRACTOR NAME]

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney's Office

## **ATTACHMENT C – Proprietary/Confidential Information Identification**

As indicated in General Term and Condition 25. Proprietary Information - *Code of Virginia* Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a bidder, contractor, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); **however, the bidder, contractor, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.**" **If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.**

The proprietary or trade secret material submitted in the original and all copies of the proposal 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 Contractor refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Contractor: \_\_\_\_\_ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on \_\_\_\_\_.  
Date

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

Use continuation sheet(s) if necessary

## **ATTACHMENT D – Building Locations, Square Footage and Other Information**

This ATTACHMENT includes information only for school/building locations to be filled by this RFP.

### **Building Locations**

#### **Powhatan County Public Schools - Elementary Schools:**

1. Powhatan Elementary, 4111 Old Buckingham Rd, Powhatan, VA 23139
2. Pocahontas Elementary, 4294 Anderson Hwy, Powhatan, VA 23139
3. Flat Rock Elementary, 2210 Batterson Rd, Powhatan, VA 23139

#### **Powhatan County Public Schools - Middle School:**

1. Powhatan Middle School, 4135 Old Buckingham Rd, Powhatan, VA 23139

#### **Powhatan County Public Schools – High School**

1. Powhatan High School, 1800 Judes Ferry Rd, Powhatan, VA 23139

#### **Powhatan County Public Schools – Transportation Facility**

1. Powhatan Transportation Facility, 3975 Old Bucking Rd, Powhatan, VA 23139

#### **Powhatan County Public Schools – Administration Building**

1. Pocahontas Landmark Center, 4290 Anderson Hwy, Powhatan, VA 23139



**Square Footage and Other Information**

Schools	Primary Building Square Footage (A)	Total Square Footage of Occupied Portable Classroom Units	Total Square Footage of Field House and Outdoor Restrooms	Total Contractor Cleanable Square Footage	Hallway Floor Type	Classroom Floor Type	Gym Floor Composition
<b>POWHATAN COUNTY PUBLIC SCHOOLS</b>							
<b>Zone/Option 1</b>							
Powhatan High	261,000	1000	6,656	268,656	Terrazzo	VCT	Hardwood
Flat Rock Elementary	97,000	3000	0	100,000	Terrazzo	VCT	Hardwood
<b>Zone/Option 2</b>							
Powhatan Middle	141,706	0	200	141,906	Concrete	Concrete	Hardwood
Powhatan Elementary	68,000	1000	0	69,000	Terrazzo	VCT	Hardwood
<b>Zone/Option 3</b>							
Pocahontas Elementary	92,687	2400	400	95,487	Terrazzo	VCT	Hardwood
Central Office	14,000	0	0	14,000	VCT	VCT	N/A
Transportation Facility	23,191	0	0	23,191	VCT	VCT	N/A

**Option 4 includes the facilities options 1, 2 and 3**

## **ATTACHMENT E – Cleaning Standards**

**The following is a summary of key indicators for each of APPA's five levels of cleanliness. The lower the score the higher the level of cleanliness.**

### **Level 1 - Orderly Spotlessness**

Level 1 establishes cleaning at the highest level. It was developed for the corporate suite, the donated building, or the historical focal point. This is show-quality cleaning for that prime facility.

- Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints.
- Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners are empty, clean, and odor-free.

### **Level 2 - Ordinary Tidiness**

Level 2 is the base upon which this study is established. This is the level at which cleaning should be maintained. Lower levels for washrooms, changing/locker rooms, and similar type facilities are not acceptable.

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two day's worth of dirt, dust, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable with close observation.
- Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners are empty, clean, and odor-free.

### **Level 3 - Casual Inattention**

This level reflects the first budget cut, or some other staffing-related problem. It is a lowering of normal expectations. While not totally acceptable, it has yet to reach an unacceptable level of cleanliness.

- Floors are swept clean, but upon close observation dust, dirt, and stains, as well as a buildup of dirt, dust, and/or floor finish in corners and along walls, can be seen.
- There are dull spots and/or matted carpet in walking lanes, and streaks and splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints.
- Lamps all work and all fixtures are clean.
- Trash containers and pencil sharpeners are empty, clean, and odor-free.

### **Level 4 - Moderate Dinginess**

Level 4 reflects the second budget cut, or some other significant staffing-related problem. Areas are becoming unacceptable. People beginning to accept an environment lacking normal cleanliness. In fact, the facility begins to constantly look like it requires a good "spring cleaning."

- Floors are swept clean but are dull. Colors are dingy, and there is an obvious buildup of dust, dirt, and/or floor finish in corners and along walls. Molding is dull and contains streaks and splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks that will be difficult to remove.
- Less than 5% of lamps are burned out, and fixtures are dingy.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash cans smell sour.

**Level 5 - Unkept Neglect**

This is the final and lowest level. The trucking industry would call this “just-in-time cleaning.” The facility is always dirty, with cleaning accomplished at an unacceptable level.

- Floors and carpets are dirty and have visible wear and/or pitting. Colors are faded and dingy, and there is a conspicuous buildup of dirt, dust, and/or floor finish in corners and along walls.
- Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, as well as damage. It is evident that no maintenance or cleaning is done on these surfaces.
- More than 5% of lamps are burned out, and fixtures are dirty with dust balls and flies.
- Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

**APPA's – Appearance Factors by Level for Each Appearance Item****FLOORS**

**LEVEL 1-** Floors and base moldings shine and / or are bright and clean, colors are fresh. No dirt buildup in corners or along walls.

**LEVEL 2-** Floors and base moldings shine and / or are bright and clean. There is no buildup in corners along walls, but there can be up to two days' worth of dust, dirt, stains, or streaks.

**LEVEL 3-** Floors are swept or vacuumed clean, but upon close observation there can be stains. A buildup of dirt and / or floor finish in corners and along walls can be seen. There are dull spots and / or matted carpet in walking lanes. Base molding is dull and dingy with streaks and splashes.

**LEVEL 4-** Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is an obvious buildup of dirt and / or floor finish in corners and along walls. There is a dull path and / or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks and splashes.

**LEVEL 5-** Floors and carpet are dull, dirty, dingy, scuffed, and / or matted. There is conspicuous buildup of old dirt and / or floor finish in corners and along walls. Base moldings are dirty, stained, and streaked. Gum, stains, dirt, dust ball, and trash are broadcast.

**VERTICAL AND HORIZONTAL SURFACES**

**LEVEL 1-** All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints.

**LEVEL 2-** All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observation.

**LEVEL 3-** All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints.

**LEVEL 4-** All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, and fingerprints.

**LEVEL 5-** All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.

## **ATTACHMENT F – Cleaning Schedule for Each Type of Location**

**Please note:** This includes responsibility for clean up during and following all after school activities during the day and evening

### **Day Porter Job Card School-Wide Duties Daily Tasks**

Task	Frequency	Notes
Check restrooms	3x per day	Ensure restrooms are clean and stocked
Clean main entrance	Daily	Ensure mats are vacuumed, floors to include corners are swept, windows are clean
Vacuum stairwells	Daily	Vacuum stairwells and landings
Check admin offices	Daily	Ensure admin offices are clean and tidy
Cafeteria Duty	Daily	<b>Wipe down tables after each lunch period, sweep and spot mop floor after last lunch</b>
Disinfect touch points	Daily	Disinfect high traffic touch points throughout day
Clean custodial closets	Daily	Ensure custodial closets are clean and tidy
Check on custodial supplies	Daily	Ensure supplies are stocked in the closet and order more as needed
Check on common areas	Daily	Ensure cleanliness of common areas throughout the day
Check of exterior trash cans	Daily	Empty if more than half full
Clean exterior restrooms/fieldhouse	Daily	Follow restroom job card

### **Weekly Tasks**

Task	Frequency	Notes
Mop Cafeteria Floors Wall to Wall	1x per week	Move tables and chairs. Machine scrub floor and wipe down chairs
Clean Interior common area windows	1x per week	Clean windows and ledges less than 8 feet high
Clean handrails	1x per week	Clean handrails in stairwells
Clean elevators	1x per week	Ensure elevators and elevator tracks are clean
Clean restroom and custodial drains	1x per week	Pour enzyme cleaner down drains

### **Monthly Tasks**

Task	Frequency	Notes
Deep Clean Trash Barrels	1x per month	Ensure trash barrels/carts are empty of waste, stains and odor
Pick-up trash on exterior of school	1x per month	Ensure trash is picked up in parking lots, sidewalks, grass and bedding
Pick-up trash around dumpsters	1x per month	Ensure dumpster area is clean and free of spills

**Evening Job Card**  
**Classrooms/Offices/Library/Workrooms/Nurses Station**  
**Daily Tasks**

Task	Frequency	Notes
Spray down all surfaces	Daily	All desks/tables/seats/counters are spray with cleaner and disinfectants
Empty Trash	Daily	Empty all trash and replace liner as needed
Dust Shelves	Daily	Dust horizontal surfaces as needed
Dust mop/vacuum floors	Daily	Dust mop all hard surface floors and vacuum all carpeted surfaces including corners
Clean Restrooms in Classrooms	Daily	Follow Restroom Cleaning Job Card
Mop all K-2 and Nurse Stations	Daily	Mop all K-2 classrooms and Nurses stations wall to wall daily
Spot mop	Daily	Spot mop all hard surfaces with spills or grime that remain after dust mopping
Clean walls	Daily	Spot clean walls/doors/jams and check for graffiti on a daily bases
Clean sinks	Daily	Remove debris and wipe down sinks with a cleaner
Wipe down all surfaces sprayed	Daily	Wipe down all surfaces sprayed upon entry removing any spills, grime, graffiti
Clean Door Glass	Daily	Clean door glass as required removing debris, smudges, handprints
Secure room	Daily	Secure room and turn off lights
Clean water fountains	Daily	Wipe down all water fountains with a cleaner and disinfectants

**Weekly Tasks**

Task	Frequency	Notes
Mop floors wall to wall	1x per week	Mop all hard surface floors wall to wall
Clean Baseboards	1x per week	Mop all baseboards or clean with a treated rag
Damp clean ledges	1x per week	Clean window ledges with a treated rag
Spot clean carpets	1x per week	Check carpets for spots and treat as needed

**Monthly Tasks**

Task	Frequency	Notes
Polish hallways	1x per month	Polish VCT and terrazzo floors with a high speed buffer
Wash windows	1x per month	Completely clean all interior windows
High Dust All Surfaces	1x per month	Dust all blinds, pipes, vents, light fixtures and remove cobwebs
Full carpet extraction	1x per 6 months	Clean all carpets using hot water extraction

**Restroom Cleaner Job Card**  
**Classroom Restrooms/Gang Restrooms/Gym Restroom and Showers/Field House Restroom and Showers/Concession Restrooms/Nurses Station**

**Daily Tasks**

Task	Frequency	Notes
Spray down all surfaces	Daily	Sinks, Urinals, Toilets and Surfaces sprayed with cleaner and disinfectant
Empty all trash receptacles	Daily	Empty all trash containers and replace with liner as needed
Clean and polis all mirrors	Daily	Ensure all mirrors are completely cleaned
Wash containers	Daily	Sanitize and wash all containers and trash cans
Damp wipe partitions	Daily	Wipe all partitions with a treated rag
Sweep all floors wall to wall	Daily	Ensure all debris is removed before mopping
Wipe down all surfaces	Daily	Wipe down all surfaces with a clean rag
Remove wall dirt and stains	Daily	Spot clean walls and remove any graffiti
Resupply soap and paper products	Daily	Ensure there is enough soap and paper products for the following day
Mop floors	Daily	Mop all floors with cleaner and disinfectant

**Weekly Tasks**

Task	Frequency	Notes
Scrub toilets and urinals	1x per week	Use brush to scrub all toilets and urinals, and the floors around them
Damp mop all baseboards	1x per week	Clean baseboards with a damp mop or rag
Remove cobwebs and dust	1x per week	Remove dust and cobwebs from ceilings and light fixtures
Scrub Floors	1x per week	Scrub floors using an abrasive cleaner manually or with a machine
Remove stains	1x per week	Removes stains and grime from doors, door frames, walls
Deep clean ledges	1x per week	Clean window ledges and HVAC room units with treated rag

## **FOR ALL LOCATIONS**

- Set up for all school activities as required
- Set up and breakdown for school special events when necessary

## **GENERAL BUILDING AND OTHER REQUIREMENTS**

### **Daily**

- Secure entire building every evening and lock all exterior and interior doors. Perform security checks throughout their shift
- Report all maintenance issues and concerns
- Lock all exterior doors and set security alarm
- Lock all interior doors in areas of cleaning responsibility
- Use Contractor time and attendance system to clock in at start of shift and clock out at end of shift.

### **SEMI ANNUALLY**

- Polish VCT floors, scrub baseboards in hallways, restrooms, and common areas

## **CLASSROOMS**

### **Semi-Annually**

- Wipe down walls, clean doors, and remove tape from surfaces
- Clean entire surface of student's desks and chairs
- Clean carpet to remove all stains, spills and soiled spots

### **Annually**

- Refinish all floors. VCT floors should use wax THAT DOES NOT CONTAIN ZINC
- Clean carpet to remove all stains, spills, and soiled spots
- Furniture detailing

## **COMMON AREAS**

### **(LOBBIES/CAFETERIAS/LIBRARIES/CORRIDORS/STAIRS/ELEVATORS)**

### **Annually**

- Refinish all composition floors. Floors requiring wax should use wax THAT DOES NOT CONTAIN ZINC
- Clean carpet to remove all stains, spills, and soiled spots

## **RESTROOMS/DRESSING ROOMS/LOCKER ROOMS AND FIELD HOUSES/BLEACHERS (INCLUDING EXTERNAL RESTROOMS)**

### **Monthly**

- Machine or Hand scrub floors with germicidal disinfectant and grout cleaning chemical
- Scrub baseboards
- Detail clean shower and wall tile surfaces with a grout cleaning chemical

## **GYMNASIUM**

### **Daily**

- Empty wastebaskets
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.
- Sweep floors (microfiber) per manufacturer's specifications or vacuum all carpeted areas and/or vacuum all carpeted areas
- Machine Scrub composition floors
- Spot clean carpeted areas and remove any stains, spills or soiled spots
- Clean bleachers, remove all trash, sweep, mop and clean floor underneath

### **Weekly**

- Replace all plastic can liners in waste receptacles
- Low dust horizontal surfaces to hand height (70")
- Sweep baseboards
- Scrub entire gym floor with automatic scrubber

### **Monthly**

- High dust all horizontal surfaces including shelves, pipes, moldings, etc. Custodial personnel will clean and service areas only reachable with a ladder no higher than eight feet

### **Semi-Annually**

- Clean exterior windows. Typically, the maximum height for window cleaning does not exceed 70" from the floor or ground

### **Annually**

- Power wash field house common areas
- Remove dust/cobwebs from ceilings in conjunction with PCPS Maintenance Department

### **Special Events During Regular Cleaning Operation Hours (Ballgames, Plays, Concerts, PTA Meetings, Board Meetings, etc.)**

- Check and maintain clean restrooms, halls, lobbies, etc. in areas of events to include outside sporting buildings (Fieldhouses)



## **AUDITORIUMS/STAGE AREAS**

### **Daily**

- Empty wastebaskets and replace liners as needed
- Sweep all composition floors
- Vacuum all carpet
- Spot clean carpet as needed
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Secure any exterior doors and windows and turn off lights before leaving room

### **Weekly**

- Replace all plastic trash liners in waste receptacles as applicable
- Low dust all horizontal surfaces to hand height (70") including desks, chairs and tables
- Damp clean baseboards
- Sweep baseboards
- Damp clean window ledges
- Mop composition floors
- Damp clean all washable furniture
- Dust blinds

### **Monthly**

- High dust above hand height (70" floor to ceiling horizontal surfaces, including shelves, pipes, moldings, ducts, heating outlets, etc. Custodial personnel will clean and service areas only reachable with a ladder no higher than eight feet

### **Semi-Annually**

- Clean carpet to remove all stains, spills and soiled spots

### **Annually**

- Refinish all floors as required
- Furniture detailing

## **GROUPS MAINTENANCE IMMEDIATELY SURROUNDING THE BUILDING**

### **(INCLUDING ALL LAWNS, ALL SPORTS FIELDS, ALL PLAYGROUNDS)**

- Clean restrooms, empty common areas trash cans and area around concession stands

## Fitness Rooms

### Daily

- Empty wastebaskets and replace liners as needed
- Lock classroom doors after cleaning
- Clean and disinfect restrooms
- Sweep all composition floors
- Mop/machine scrub composition floors with all-purpose cleaner
- Vacuum all carpet, if applicable
- Spot clean carpet (if applicable) as needed
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Spot clean all door glass
- Clean bodily fluids if needed (using proper PPE and chemical)
- Secure any exterior doors and windows and turn off lights before leaving room

### Weekly

- Replace all plastic trash liners in waste receptacles (more frequently if needed)
- Low dust all horizontal surfaces to hand height (70) including desks, chairs and tables
- Damp clean baseboards
- Sweep baseboards
- Damp clean window ledges
- Damp clean all washable furniture
- Dust blinds

### Monthly

- High dust horizontal surfaces, including shelves, pipes, moldings, ducts, heating outlets, etc. Custodial personnel will clean and service areas only reachable with a ladder no higher than eight feet. Remove dust and cobwebs from ceiling areas

## SUMMER CLEANING SCHEDULE REQUIREMENTS

### Summer 2023

- Summer School Schedule: June 26 – July 14
- Summer School Locations: 1<sup>st</sup> Floor High School and 1<sup>st</sup> Floor Flat Rock ES
- Powhatan ES Closed for HVAC Replacement: June 7 – July 28
- Summer Cleaning MUST BE Complete by August 12th
- Completely strip or scrub tile and refinish composition floors applying a minimum six (6) coats of finish on VCT hallways, cafeterias and classrooms. **WAX CAN NOT CONTAIN ZINC**
- All Concrete Floors will be machine scrubbed
- Wash all windows and glass partitions on the inside and outside.
- Furniture should be removed from rooms and cleaned such that a thorough cleaning is completed annually at the time floors are refinished
- Full hot water extraction carpet and rug cleaning for all educational buildings

## **ADDITIONAL REQUIREMENTS**

- Cleaning personnel are not to change or override established heating and cooling temperatures in schools unless prior approval is obtained from PCPS Facility Services

### **Notification of needed repairs**

- Contractor personnel must advise of all needed repairs at the end of each day or sooner if appropriate, for a maintenance work order to be generated

### **Set Alarms**

- The Contractor is required to arm/disarm alarms at school locations where alarms exist

### **Provide the following services on an as needed basis at no additional cost**

- Emergency clean up due to broken water lines, toilet overflows, fallen ceiling tiles and after non-routine maintenance activities as required during Contractor work hours
- Site storm damage clean-up immediately following event
- Contain leaks until PCPS maintenance responds during Contractor work hours

### **Other notes**

- No swimming pools to clean
- No hood vents cleaning

## **ATTACHMENT G – Intent to Offer, Non-Disclosure and Confidentiality Agreement**

This form is optional. Submitting this form does not commit a vendor to complete the proposal process nor does the lack of submitting this form exclude a vendor from submitting a proposal. Submitting the form simply allows a vendor to receive ATTACHMENT H – School Floor Plans, which may be pertinent to developing a proposal.

The undersigned understands and agrees that:

- The undersigned is a representative of the below indicated vendor (“Vendor”) and is duly authorized to contractually bind Vendor.
- Vendor is contemplating submitting or intends to submit a proposal in response to RFP# **Powhatan 23-002**, Custodial Services for Powhatan County Public Schools.
- The material covered by this Non-Disclosure and Confidentiality Agreement includes floor plans for Powhatan County Public Schools (“Material”).
- The intended use of the Material is for Vendor to prepare or decide whether or not to prepare a proposal in response to aforementioned RFP (“Intended Use”).
- The contract officer will provide Material only after receipt of this completed and signed form. The accompanying correspondence from the contract officer will indicate that Material provided is subject to this signed Intent to Offer, Non-Disclosure and Confidentiality Agreement.
- Material is confidential in nature and may only be used by Vendor for its Intended Use.
- Any misuse or divulging of Material beyond its Intended Use is forbidden and may be subject to penalties under applicable laws.
- None of this Material may be reproduced or re-distributed for any purpose beyond its Intended Use.
- All Vendor employees using this Material in part or in whole have a responsibility to ensure that none of the material, in part or in whole, is disclosed, duplicated, or transcribed in any way in contravention of this Intent to Offer, Non-Disclosure and Confidentiality Agreement.
- Vendor shall destroy any and all copies (including paper and electronic) when no longer needed for Intended Use.

### ***Vendor to Complete:***

Company or Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Signature: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail Address of Contact Person: \_\_\_\_\_

Email a signed, scanned PDF of this completed form to [Robert.Benway@powhatan.k12.va.us](mailto:Robert.Benway@powhatan.k12.va.us) with the subject line “NDA for RFP **Powhatan RFP 23-002**” to indicate that you wish to receive the Material

Allow at least two business days to fulfill your request.

**ATTACHMENT H – School Floor Plans (Confidential – Requires NDA)**

- Only available after properly completed and signed ATTACHMENT G is received by contact officer.

## **ATTACHMENT I - KEY CONTROL POLICY**

### **Purpose:**

The purpose of this procedure is to provide school staff with requirements for issuing and collecting keys to contractors, and reporting lost or stolen keys.

### **Scope:**

This procedure covers master keys and operating keys used by various types and categories of employees and contractors.

### **Procedures:**

#### **General Guidelines for Building Metal Keys**

- The Facilities Department will be responsible for issuance and record keeping of all keys.
- Lost keys will be reported immediately to the Facilities Department
- Replacement for standard keys will only take place after they have been properly reported to the Facilities Department and a request is sent via School Dude/Maintenance Direct.
- Replacement for Master keys and Grand Master keys will only take place once an internal investigation has been conducted by the Facilities Department, the building/division impact is determined, and the findings shared with the Director of Facilities in writing.
- After considering the findings presented by the Safety and Security Department, consequences for lost keys will be implemented based on the use of progressive discipline up to and including termination of employment.
- Broken or non-working keys will be redeemed to the Facilities Director
- Reproduction of issued district keys via commercial process is strictly prohibited.
- All keys issued by PCPS Facilities Department remain property of Powhatan County Public Schools
- Keys are to be used and possessed only by the person to whom they are issued.
- Employees must sign the Master Key Policy Acknowledgement Sheet prior to receiving master keys.
- The PCPS Facilities Department will maintain a digital record of the signed Master Key Policy Acknowledgement Sheet.

## **Contractor Staff**

- Keys to be used by contacted custodial staff will be maintained by the Building Supervisor at the assigned school.
- The Building Supervisor will ensure that keys are issued and returned each day.
- Keys will be stored in a locked key box when not in use.
- Keys to be used by any other contracted staff will be determined and issued on a case-by-case basis by Director of Facilities.

## **Custodial Outsource Contractor Key Issuance Procedure**

- Only the outsourced custodial contract management team shall be issued a key or control access badge. The aforementioned individuals will have to be requested through their PCPS custodial supervisor. The PCPS custodial supervisor shall approve and submit a request using the work order system for keys. The completed request (key(s)) will be given to the PCPS custodial supervisor who requested them. The PCPS custodial supervisor will not be allowed to issue the key(s)/control access badge to anyone besides the approved outsourced custodial contract manager.
- Each school shall be issued a key box to store issued keys. This box is to be managed by the school maintenance technician to ensure keys are returned daily. If keys returned, this shall be reported in the schools Performance Tracking Sheet as soon as it is observed.
- All outsourced custodial contractor employees shall utilize the Custodial Key Issuance Sheet located at the bottom of this procedure. The procedure for contractor compliance shall be as followed;
- The individual contract employees utilizing the key are to sign them in and out daily. If another employee will need to utilize the key, then they need to sign the keys out (no piggybacking).
- Each school will be assigned a minimum of three (3) keys. If more keys are required, then the vendor or office staff will need to request this through their Custodial Supervisor.
- Custodial Supervisors are to evaluate the need of the request. Once approved they are to create a work order for each key requested in addition to the initial three (3) that shall be assigned to the schools. Once keys are created they will be delivered to the school office so they can be added to their managed inventory.
- Each key issued to a school shall be tagged with a number. When signed out the employee is required to record the tag number on the key issuance form.
- School maintenance technicians shall designate someone in their

building to perform daily inspection of the key boxes and issuance form. If a key is not returned or there are inconsistencies with the key form, then this individual shall enter this into the Vendor Performance Sheet on the day it is first observed.

- In the event that a key assigned to the key box disappears the vendor shall be responsible for the rekey cost of only the areas associated with that key.



## MASTER KEY ISSUE POLICY

Information of the individual receiving the master key

Last name \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_ Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_  
 \_\_\_\_\_ Employee ID \_\_\_\_\_

Key #	Description	Employee Signature	Key Control Officer

Policy:

- General Guidelines for Building Master Keys
- The Facilities Department will be responsible for issuance and record keeping of all keys.
- Lost keys will be reported immediately to the Facilities Department
- Replacement for Master keys and Grand Master keys will only take place once an internal investigation has been conducted by the Facilities Department and the building/division impact is determined and the findings shared with the Assistant Director of Facilities in writing.
- After considering the findings presented by Facilities Department, consequences for lost keys will be implemented based on the use of progressive discipline up to and including termination of employment.
- Broken or non-working keys will be returned to the PCPS Facilities Department.
- Reproduction of issued district keys via commercial process is strictly prohibited.
- All keys issued by PCPS Facilities Department and remain property of Powhatan County Public Schools.
- Keys are to be used and possessed only by the person to whom they are issued.

By accepting these keys, I understand my responsibility as defined in the policy above. Employee

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

ATTACHMENT J - EQUIPMENT/TOOLS LIST

<b>RFP Equipment/Tools List</b>
Kaivac (or similar) Machine/Touch Free Machine for restroom cleaning
Low speed machine (side by side)
Auto Scrubber machine
Appropriate sized High speed buffers (Propane tanks must be stored outside)
Wet Vacuums
Back pack/upright vacuums (HEPA filter required)
Carpet extractor machines
Janitorial carts
Dual chamber mop buckets required
Micro fiber Rags
Micro fiber mops
Duster with micro fiber sleeves
Trash barrels with dollies
Tools required to install replacement soap, hand towel, and toilet paper dispensers as required
Spill kits
all other necessary general cleaning supplies and tools as deemed appropriate by industry best practice