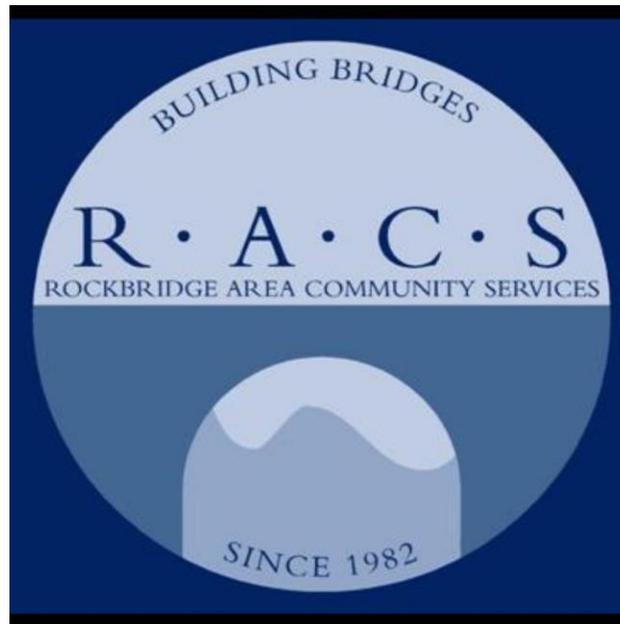


REQUEST FOR PROPOSALS (RFP) FACILITIES JANITORIAL SERVICES



**Deadline for submissions:
4:00 PM
Tuesday, November 30, 2021**

**Michele Mathis
Director of Administrative Services
Rockbridge Area Community Services
241 Greenhouse Rd
Lexington, VA 24450
(540) 463-3141**

Rockbridge Area Community Services Board

Rockbridge Area Community Services Board (RACSB) was created in 1982 to ‘help prevent and treat mental illness, developmental disabilities, and substance abuse, and to enhance the quality of life of individuals who experience these conditions in the Cities of Buena Vista and Lexington and the Counties of Rockbridge and Bath, Virginia by providing individualized treatments, establishing and expanding programs and support systems, and promoting integration into the community’.

Developed and governed by a Board of Directors representing each of the four localities served by our programming, RACSB has grown along with the many communities it serves. Since 1982, RACSB has been the primary resource for mental health, developmental disabilities, substance abuse, and prevention services in the Rockbridge Area. With offices and programs all over the Rockbridge Area and qualified, dedicated staff, we are available to meet the diverse needs of our communities.

RACSB is subject to the Virginia Public Procurement Act, which can be found in its entirety at law.lis.virginia.gov.

1. INTRODUCTION

RACSB is seeking proposals from qualified firms to provide Facility Janitorial Services. The required services and performance conditions are described in the Scope of Services.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

- Attachment A – Proposer’s Information Form*
- Attachment B – Scope of Work
- Attachment C – Supplemental General Conditions
- Attachment D – Cleaning Specifications
- Attachment E – Cost Proposal Bid Form
- Attachment F – Sample Agreement for Professional Services
- Attachment G – Sample Table, Qualifications of Firm Relative to RACSB
- Attachment H – Insurance Requirement

The items identified with an asterisk (*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Conference

A pre-proposal meeting will be held **Tuesday, November 16, 2021, 4:00 pm.** at

RACSB
241 Greenhouse Rd.
Lexington, VA 24450

All prospective Proposers are strongly encouraged to attend.

3.2 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.2.1 Have carefully read and fully understand the information that was provided by RACSB to serve as the basis for submission of this proposal.

- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3 Represent that all information contained in the proposal is true and correct.
- 3.2.4 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5 Acknowledge that RACSB has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants RACSB permission to make these inquiries, and to provide any and all related documentation in a timely manner.
- 3.2.6 Is not listed in SAM or LEIE exclusionary databases.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by RACSB no later than 4:00 p.m., Tuesday, November 18, 2021. Correspondence shall be addressed to Michele Mathis, michele.mathis@racb.org. Responses from RACSB will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

RACSB shall not be responsible for nor be bound by any oral instructions, interpretations, or explanations issued by RACS or its representatives.

3.4 Submission of Proposals

All proposals shall be submitted to:

Rockbridge Area CSB
241 Greenhouse Rd.
Lexington, VA 24450

Proposals must be delivered no later than **4:00 p.m. on Tuesday, November 30, 2021**. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit 2 copies of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP for Community Services Facilities Janitorial Services".

3.5 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

3.6 Rights of RACSB

This RFP does not commit RACSB to enter into a contract, nor does it obligate RACSB to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. RACSB reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with RACSB.

An agreement shall not be binding or valid with RACSB unless and until it is executed by authorized representatives of RACSB and of the Proposer.

4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	November 9, 2021
Pre-Proposal Meeting	November 16, 2021, 4:00 PM
Deadline for questions, clarifications	November 18, 2021, 4:00 PM
Answers provided to questions	November 19, 2021
Proposals Due	November 30, 2021, 4:00 PM
Proposals Reviewed	December 1, 2021
Contract awarded	December 10, 2021
Work commences	January 2, 2022

5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of RACSB's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages.

5.2 Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred

within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

5.3 Chapter 3 – Work Plan or Schedule

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands RACSB's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet RACSB's schedule, outlining the approach that would be undertaken in providing the requested services.

5.4 Chapter 4 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide RACSB with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to RACSB.

5.5 Chapter 5 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project.

5.6 Chapter 6 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to RACSB's RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment C – "Sample Agreement for Services." Items not excepted will not be open to later negotiation.

5.7 Chapter 7 – Cost Proposal Bid Form

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists RACSB in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Table, Attachment E).

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with RACSB.

PLEASE NOTE: RACSB does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a *fixed fee* form of contract. A Sample Agreement of Services is provided as Attachment C. The method of payment to the successful Proposer shall be on a *fixed fee* basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and RACSB as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, transportation, communications, subsistence and materials. Payments will be based on Monthly Invoices.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment F. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by RACSB at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment F.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Chief Financial Officer for form and content. These requirements are subject to amendment or waiver if so approved in writing by the CFO.

The selected Proposer agrees to provide RACSB with a copy of said policies, certificates and/or endorsement upon award of contract.

7. REVIEW AND SELECTION PROCESS

RACSB staff will evaluate the proposals provided based on the following criteria:

- 7.1 Quality and completeness of proposal;
- 7.2 Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- 7.3 Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- 7.4 Cost to RACSB;
- 7.5 Proposer's financial stability;
- 7.6 Proposer's ability to perform the work within the time specified;
- 7.7 Proposer's prior record of performance with RACSB or others;
- 7.8 Proposer's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from RACSB's Director of Administrative Services to the successful Proposer.

8. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

9. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 9.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 9.2 Any attempt to improperly influence any member of the evaluation team;
- 9.3 Existence of any lawsuit, unresolved contractual claim or dispute between

- Proposer and RACSB;
- 9.4 Evidence of incorrect information submitted as part of the proposal;
 - 9.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
 - 9.6 Proposer's default under any previous agreement with RACSB, which results in termination of the Agreement.

10. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non- acceptance of the proposal, at the sole discretion of RACSB.

11. GRATUITIES

No person shall offer, give or agree to give RACSB employee any gratuity, discount or offer of employment in connection with the award of contract by RACSB. No RACSB employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a RACSB contract.

~ End of Section ~

**Attachment A
Proposer's Information Form**

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____

Fax: _____

Contact person, title, email, telephone: _____

Proposer, if selected, intends to carry on the business as (check one):

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Corporation |

When incorporated? _____

In what state? _____

When authorized to do business in Virginia? _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- #1
- #2
- #3

Or, _____ **No**
Addendum/Addenda Were
Received (**check and initial**).

PROPOSER’S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is **INDIVIDUAL**, sign here:

Date: _____

Proposer’s Signature: _____

Proposer’s typed or printed name and title: _____

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____

Date: _____

Member of the Partnership or Joint Venture
signature

Member of the Partnership or Joint Venture
signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

_____ and

_____ Signature

Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary’s certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (typed or print)

By: _____

Date: _____

Title: _____

Attachment B – Scope of Work
Rockbridge Area CSB
Facilities Janitorial Services
Request for Proposals

PROJECT DESCRIPTION

Rockbridge Area CSB is requesting qualified Service Providers to submit proposals including a pricing schedule and a summary of qualifications for providing janitorial services according to RACSB's specifications and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Facilities Janitorial Services in the City of Lexington, in accordance with the specifications and conditions specified in the Request for Proposal issued by RACSB. Request for Proposal documents are available at RACSB, located at 241 Greenhouse Road, Lexington, Virginia. Sealed proposals shall be delivered to RACSB's main office at the above indicated address on or before **4:00 P.M., Tuesday, November 30, 2021.**

SCOPE OF WORK

GENERAL CONDITIONS

These General Conditions make additions, deletions, or revisions, as indicated herein. All provisions which are not added, deleted, or revised, remain in full force and effect. Terms used have the same meanings assigned in the Request for Proposal documents.

DEFINITIONS

The following respective supplemental definitions shall apply:

RACSB REPRESENTATIVE(S)

The RACSB's representative(s) shall be any person(s) designated by RACSB in writing to the Service Provider. RACSB's Representative(s) shall be the only person(s) through whom all communication between RACSB and the Service Provider shall be directed.

LOCATION OF THE WORK

Notice is hereby given that Rockbridge Area CSB, "RACSB", will receive bids for the furnishing of Janitorial Services, "Service Provider", for all Community Services Facilities as listed below. The bid is for service and supplies. Following is a list of each building location to be included in this Request for Proposal and Qualifications:

Community Service Board Main Office
Magnolia Center

241 Greenhouse Rd
75 Village Way

WORK SCHEDULE

The Service Provider employees shall complete all the work required under the Request for Proposal documents as specified in the contract documents.

Community Service Board Headquarters: Cleaning is required 5 nights per week, Monday through Friday after 9:00 p.m.

Magnolia Center: Cleaning is required 5 nights per week, Monday through Friday after 6:00 p.m.

Service Provider shall provide RACSB with an annual schedule for each building's non-daily services. The term daily refers to all days that the Service Provider is required to clean. All personnel will adhere to an agreed upon work schedule for security reasons i.e. exact hours and exact number of personnel in any one building at any given time. Employees will wear identification badges and company uniforms.

All employees must be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. All employees must be able to follow directions and speak and understand English. All employees working on site must not have been convicted of a felony. Employees must also be physically capable of the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.

Only authorized employees of the Service Provider may perform any services. In the event of the absence of an employee, for any reason, only an authorized employee of the Service Provider may act as a substitute. The use of unauthorized personnel on the part of the Service Provider may result in immediate cancellation without notice.

Service Provider(s) and Service Provider Employees may not allow on RACSB premises any person who is not an employee or principal with the company, and currently on duty. All paperwork, documents, magnetic media, and any other media at RACSB offices are considered to be confidential and privileged. Service Provider's employees are not authorized to read or make use of any paperwork on or in any desks or offices.

LEGAL ADDRESS OF RACSB

The official address of RACSB is Rockbridge Area CSB, 241 Greenhouse Road, Lexington, VA 24450. All correspondence sent to the Service Provider shall be deemed to have been given when mailed via certified mail, or delivered to the address specified in the Agreement. Notice to RACSB shall be mailed via certified mail, or delivered to the legal address of RACSB.

INSURANCE

Service Provider shall furnish RACSB with original insurance certificates and endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by RACSB. Insurance requirements are described in Sample Agreement in Appendix A.

LAWS AND REGULATIONS

The work is located in the City of Lexington, in the County of Rockbridge, State of Virginia. The Service Provider shall comply with all ordinances, regulations, and other lawful requirements of said City, County, State, and Federal governing the work on public property.

SUPERVISION

Work performed by employees within the scope of the Service Provider's employees shall be directly employed and supervised by the Service Provider. The Service Provider shall perform management and technical supervision required to complete the work according to the specifications provided by RACSB. Employee(s) assigned to supervise the work shall be readily available, responsive to RACSB's representative(s) and capable of speaking and understanding the English language and have the authority to make decisions related to the management of the activities performed by the Contractor's employees.

SUPPLIES

The Service provider shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain the use of the facility, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc., specific brands may be indicated. Service Provider shall maintain Janitor Closet and equipment in a safe and clean condition.

RACSB shall furnish, as part of this contract, all paper products such as toilet paper, hand towels, seat protectors, and including trash liners and all soap products necessary for the public to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider.

CONTRACT TERM

The term of this Agreement shall be for twelve (12) months. The Agreement may be extended for two (2) additional one-year terms by the mutual written agreement of the parties. The cost of services shall remain firm for the term of agreement.

CONTRACT TERMINATION

RACSB may terminate this Agreement at any time before the expiration of the original term, or any extension thereof. Services may be terminated by RACSB upon thirty (30) days written notice. Services may be terminated by Service Provider upon ninety (90) days written notice. RACSB shall compensate Service Provider for all services provided before the actual date of termination. Upon receipt of Notice of Termination from the RACSB, the Service Provider shall immediately commence discontinuing any and all services provided under this Agreement.

PAYMENTS TO THE SERVICE PROVIDER

RACSB shall pay the Service Provider in current funds for the performance of the work, subject to additions and deductions based upon monthly determination by RACSB and the acceptability of the work performed computed in accordance with the Service Provider's accepted proposal and price schedule. Payment shall be made within thirty (30) days after receipt of an invoice sent to RACSB by the Service Provider. The Service Provider shall not invoice RACSB for services prior to thirty (30) days following execution of an Agreement with RACSB and not more frequent than once every four (4) weeks. RACSB may withhold payment for any unacceptable service if the Service Provider has been given notice of the deficiency and has not resolved the service deficiency within five (5) working days after receipt of a notification from RACSB. RACSB has the right to request additional reports and supporting information from Service Provider as deemed reasonably necessary for RACSB to audit Service Provider's performance under this Agreement. Service Provider shall provide all additional reports and information requested by RACSB within ten (10) days of a written request.

EXTRA WORK

Extra Work must be authorized by RACSB and shall be shown as a separate item on the invoice submitted to RACSB. The invoice for Extra Work shall show the exact location of the work, including the name and location of the facility. The invoice shall include any supplies used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this Extra Work.

INSPECTIONS

All Service Areas will be inspected regularly by RACSB. RACSB may require the Service Provider, or the local authorized representative, to accompany RACSB staff during inspections, if RACSB is not satisfied with the Service Provider's work. The Service Provider or the local authorized representative is expected to be capable of understanding the deficiencies and authorized to take remedial action in a manner consistent with the contract requirements and specifications.

UNACCEPTABLE SERVICE

If RACSB, upon routine inspection, determines that any facility has not been serviced according to the specifications, a notice outlining the deficiencies will be e-mailed to the company representative or faxed to the Service Provider's local office. Payment will not be made for any services not provided by Service Provider. All notices of deficiencies will specify the date when the specified work must be completed. The date of completion will be less than five (5) days from the date the notice is issued. Failure to complete the work to the satisfaction of RACSB by the date specified will result in no payments being made to the contractor for the missed work.

Prior to re-submitting a request for payment, the Service Provider must request a re-inspection. A re-inspection request should be completed in writing to RACSB and either faxed or e-mailed to RACSB. If the work is deemed satisfactory upon re-inspection, RACSB will accept a request for payment, minus a one hundred dollar (\$100) charge for re-inspection. Any time an additional inspection is required as a result of inadequate performance, the one hundred dollar (\$100) re-inspection charge will be assessed for each inspection completed by RACSB until the specified work is completed.

END OF SCOPE OF WORK CONDITIONS

Attachment C – Supplemental General Conditions

Rockbridge Area Community Services Board Facilities Janitorial Services Request for Proposals

INTENT

It is the intent of these Supplemental General Conditions to describe minimum quality, quantity, and scope of activity and they are not intended to be restrictive to any Service Provider.

The term “cleans”; shall mean “free from soil/dirt”. It is intended that all equipment and building surfaces shall be clean in all areas, whether specifically mentioned or not. The term “all areas” means all surface areas in the building.

The Service provider shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain building, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc., specific brands may be indicated. Service Provider shall maintain Janitor Closet and equipment in a safe and clean condition.

RACSB shall furnish, as part of this contract, all paper products such as toilet tissue, hand towels, seat protectors, sanitary napkins, and including trash can liners and all soap products necessary for the public to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider.

OFFICE

The Service Provider shall maintain an office with a competent company representative that can be reached Monday through Friday from 8:00 a.m. to 5:00 p.m. to discuss matters pertaining to this agreement with the Agreement Manager. An office is one that has a maximum response time of forty (40) minutes.

SUBCONTRACTORS

Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSIGNMENT OF CONTRACT

Service Provider shall not assign the agreement or any right or interest hereunder, without the prior consent in writing of RACSB.

RACSB reserves the right to add or delete buildings and/or facilities at any time during the life of the contract or resulting extensions, with thirty (30) days written notice to the Service Provider. Additions shall be added at a negotiated rate that has the mutual agreement of RACSB and Service Provider and the means of negotiation shall utilize comparable facilities under existing service agreement. If the request for additional work begins during a billing cycle, the payment shall be prorated for the month in which work commenced.

RACSB reserves the right to change the work hours and work/shift schedule. The Service Provider shall be notified at least one (1) full week prior to such changes.

RESPONSIBILITY FOR WORK

The Service Provider employees shall be responsible for all damages to people and/or property that shall occur as a result of the fault or negligence of said Service Provider.

PERSONNEL

The Service Provider shall furnish sufficient supervisory and working personnel capable of promptly accomplishing all work to the satisfaction of RACSB's Designee, and on schedule. All such personnel shall be physically able to do their assigned work.

Adequate and competent supervision shall be provided for all work done by the Service Provider's employees to ensure accomplishment of high-quality work that will be acceptable to RACSB's Designee. In addition, a non-working supervisor shall inspect all areas under the contract a minimum of once month. RACSB's Designee will perform contract compliance inspections only and will not act as a supervisor for the Service Provider.

Service Provider's personnel shall not be allowed to make personal calls while at RACSB work sites. Service Provider shall be liable for all expenses for all non-authorized phone calls.

Only employees on the payroll are to be on the work site.

HAZARDOUS CONDITIONS

The Service Provider shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous conditions noted by the Service Provider, which is not a result of his operations, shall immediately be reported to RACSB's Designee.

ON SITE STORAGE

Except for those locations having designated custodial closets, no tools or equipment are to be stored on the premises. It is the Service Provider's responsibility to properly and safely store materials and supplies in the designated closets (i.e. safe distance from water heaters or other heat sources, properly stacking materials. Flammables are not to be stored near ignition sources). No materials are to be stored within 18 inches of ceilings.

SAFETY TRAINING/PROCEDURES

Service Provider must provide a copy of its safety training programs that include, but are not limited to, training your staff on hazardous material, safety procedures, and safe work practices.

END OF SUPPLEMENTAL GENERAL CONDITIONS

**Attachment D – Specifications
Rockbridge Area CSB
Facilities Janitorial Services Request
for Proposals**

CLEANING SPECIFICATIONS FOR ALL SITES			
FACILITY GENERAL CLEANING	As Seen	Once a Week	Each Time
GENERAL AREAS including waiting rooms, meeting			X
rooms, conference rooms			X
-sweep, dust/damp mop, vacuum, scrub and clean floors			X
-clean, dust, and return furniture to the correct positions			X
-clean and dust all counters, surfaces, including blinds			X
windows and windowsills, trim, and kick boards			X
-clean glass doors, receptionists' window			X
-clean light fixtures and remove bugs from overhead lights			X
-clean out the sand urns at front entry of butts & other debris			X
-pickup any litter around the front entry			X
-wipe down workout equipment with disinfectant			X
-vacuum mats at all entrances/exits			X
-dust air vents and grills			X
-remove spider webs from all surfaces			X
-empty waste baskets and replace liners			X
-spot clean kick plates and baseboards			X
-spot clean partitions and doors			X
-spot clean walls			X
BATHROOMS			
- clean and sanitize counters, sinks, toilets, and showers in all bathrooms			X
-clean mirrors, windows, and windowsills, trim and kick boards			X
-dust all surfaces			X
-empty waste baskets and replace liners			X
-clean, mop, scrub, and sanitize the floors			X
-replenish paper products, soap, and any other consumables			X
-clean light fixtures and remove bugs from overhead lights			X
-dust air vents and grills			X
KITCHENS AND BREAK ROOMS			
- clean and sanitize counters, sinks, tables, and chairs			X
-clean inside/outside of microwaves			X
-clean all other appliances as needed			X
-dust all surfaces			X
-clean and sanitize cabinet doors and handles			X

-empty waste baskets and replace liners			X
-replenish paper products, soap, and any other consumables			X
-clean light fixtures and remove bugs from overhead lights			X
-dust air vents and grills			X
UPSTAIRS OFFICES ON TUESDAY			
-sweep/vacuum floors		X	
-clean light fixtures and remove bugs from overhead lights		X	
-dust and clean any blinds		X	
-clean windows, and windowsills, trim, and kick boards		X	
-dust air vents and grills		X	
DOWNSTAIRS OFFICES ON THURSDAY			
-sweep/vacuum floors		X	
-clean light fixtures and remove bugs from overhead lights		X	
-dust and clean any blinds		X	
-clean windows, and windowsills, trim and kick boards		X	
-dust air vents and grills		X	
Empty waste baskets set in doorways	X		
MISC ITEMS			
-clean and sanitize water fountains		X	
-clean elevator floor and walls, sanitize keypads		X	
-clean and sanitize stairwells handrails and door handles daily			X
-sweep and mop all stairwells, landings, steps, and risers			X
-take all trash, trash liners to the dumpster for disposal			X
-buff, wax, or refinish various floors as needed	X		
-clean and sanitize all door handles			X
-spot clean carpets as needed	X		
At Magnolia Center:			
-dust and sweep the porch to maintain cleanliness	X		
Maintain the janitor closets in a neat and professional manner			X

***SPECIFICALLY EXCLUDED FROM THIS CONTRACT ARE PLANT CARE,
AND REPLACEMENT OF LIGHT BULBS, LAMPS, ETC.***

END CLEANING SPECIFICATIONS

**Attachment E – Cost Proposal Bid Form
 Rockbridge Area CSB
 Community Services Facilities Janitorial Services
 Request for Proposals**

<u>LOCATION</u>	<u>MONTHLY SERVICE PRICE</u>	<u>TOTAL YEARLY PRICE</u>
RACSB Main Office – 241 Greenhouse Rd		
Magnolia Center – 75 Village Way		
		<u>PROPOSAL TOTAL</u>

**Attachment F - SAMPLE
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT for Professional Services (“Agreement”) is made this ___ day of _____ 20__ (“Effective Date”) by and between (“RACSB”) _____ (“Consultant”) and (together sometimes referred to the “Parties”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to RACSB the services described in the Scope of Work attached as **Exhibit A**, and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail. The terms and conditions of this Agreement shall apply to all subcontractors and sub-consultants.

1.1

Section 2.

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on the date of completion specified in Exhibit A. Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect RACSB's right to terminate the Agreement, as provided for in Section 8.

1.2

Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to Agreement. In the event that RACSB, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from RACSB of such desire of RACSB, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

1.5 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 2. COMPENSATION. RACSB hereby agrees to pay Consultant a sum not to exceed \$ _____, notwithstanding any contrary indications for services that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement, including but not limited to any and all costs of subcontractors or sub-consultants. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. RACSB shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from RACSB to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to RACSB in the manner specified herein. Except as specifically authorized in advance by RACSB, Consultant shall not bill RACSB for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.,
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At RACSB's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder necessary to complete the work described in Exhibit A;
- Receipts for expenses to be reimbursed;
- The Consultant's signature.

2.2 Monthly Payment. RACSB shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. RACSB shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. RACSB shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to RACSB of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. RACSB shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. RACSB shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are included within the maximum amount of the contract.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that RACSB or Consultant terminates this Agreement pursuant to Section 8, RACSB shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Section 3. FACILITIES AND EQUIPMENT. Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. RACSB shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with RACSB employees and reviewing records and the information in possession of RACSB. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of RACSB. In no event shall RACSB be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to RACSB. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's compensation. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to RACSB. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant.

4.2 **Commercial General Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall

maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence covering comprehensive General Liability and Insurance Services.

4.3 All Policies Requirements.

4.3.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.

4.3.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish RACSB with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

Section 5. TERMINATION AND MODIFICATION.

5.1 Termination. RACSB may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to RACSB and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; RACSB, however, may condition payment of such compensation upon Consultant delivering to RACSB any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or RACSB in connection with this Agreement.

5.2 Extension. RACSB may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if RACSB grants such an extension, RACSB shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, RACSB shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

5.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

The authorized Parties have executed this Agreement as of the Effective Date.

ROCKBRIDGE AREA CSB

CONSULTANT

Kim W. Shaw, Executive Director

Service Provider

Attachment G

**SAMPLE TABLE FORMAT QUALIFICATIONS OF FIRM RELATIVE
TO RACSB'S NEEDS**

Project Name	Client	Description of work	Total Project Cost	Percentage of work	Period work was	Client contact information*
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						

*Include name, title and phone number

