

**TOWN OF WARRENTON, VIRGINIA**

**INVITATION FOR BID FOR**

**JANITORIAL SERVICES FOR WARRENTON AQUATIC AND RECREATION FACILITY**

**IFB #: 10-009**

**Closing Date: November 23, at 2:00 PM**

**ALL BIDS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED.**

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**One (1) original and (2) copies** of each bid, including any attachment, shall be mailed or delivered to:

**Town of Warrenton  
Purchasing Agent  
18 Court Street  
Warrenton, Virginia 20186**

All inquiries for information regarding procurement procedures, selection criteria, bid submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent  
18 Court Street  
Warrenton, VA 20186

Phone: 540-347-1102  
Fax: 540-349-2414  
e-mail: staff@warrentonva.gov

For technical information relating to this IFB, please contact:

Margaret Rice  
Assistant Director, Parks and Recreation  
800 Waterloo Road  
Warrenton, VA, 20186

Phone: 540-349-2520  
Fax: 540-349-2945  
e-mail: mrice@warrentonva.gov

In compliance with this Invitation for Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Name and Address: \_\_\_\_\_

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

\_\_\_\_\_

Fax #: \_\_\_\_\_

\_\_\_\_\_

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

Submitted by: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

Printed name

\_\_\_\_\_  
Signature

**CERTIFICATION PAGE  
RETURN THIS PAGE WITH BID SUBMISSION**

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The Town of Warrenton is currently seeking bids from qualified contractors to provide professional Janitorial Services for the following Town location:

Warrenton Aquatic and Recreation Facility, 800 Waterloo Road, Warrenton, VA.

The following specifications shall govern this purchase:

1. The General Terms & Conditions – Services, attached as Exhibit G.
2. The "Scope of Janitorial Services to Be Provided," attached as Exhibit A.
3. Contract shall be for a one (1) year term starting approximately December 1, 2009 with an option for renewal for a maximum of three additional one-year terms. All contracts are subject to cancellation, at the sole discretion of the Town with thirty (30) days written notice for failure to perform.
4. Interested parties are required to visually inspect the Warrenton Aquatic and Recreation Facility prior to submitting their bids. A Pre-Bid walk through of the facility will be conducted on November 13, 2009 at 10:00AM. Potential contractors are to meet representatives of the Town of Warrenton at the Warrenton Aquatic and Recreation Facility. If Contractor is unavailable to attend the walk through at this time, call Margaret Rice at 540-349-2520 to make other arrangements.
5. All bids must be placed on the Bid Form to be considered responsive. Bids are to specify the weekly cost of providing services, as defined in the scope of services. The total bid will then be determined by multiplying the total weekly cost by 52 weeks.
6. The contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

The contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured and, if requested, a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

The Contractor shall maintain limits no less than:

**Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project of the general aggregate shall be twice the required occurrence limit.

**Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.

**Workers' Compensation and Employers Liability:** Workers' Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability with limits of \$1,000,000 per accident.

7. Contractor must provide Town's purchasing agent with a complete and accurate listing of employees to be used to maintain the Town's facilities. This listing shall be updated annually, or as new employees are assigned to the contract. All authorized employees assigned to perform services under this contract shall be of legal age to perform the services outlined in this IFB.
8. Contractor shall provide the Town of Warrenton, upon request, a certificate evidencing bonding for Faithful Performance in the amount of \$25,000 prior to commencement of contract.
9. Payment terms are net, 30 days, of approved invoice.
10. The contractor shall be considered an independent contractor as defined by the Internal Revenue Service.
11. Contractor shall provide the Town of Warrenton with three business references, including at least one reference from a facility of similar size.

All bids must be signed and sealed in envelopes plainly marked on the outside, "**SEALED BID #10-009 JANITORIAL SERVICES FOR THE WARRENTON AQUATIC AND RECREATION FACILITY TO BE OPENED NOVEMBER 23, 2009 AT 2:00 P.M.**", and shall be delivered to the Purchasing Agent at 18 Court Street, Warrenton, VA 20186. Bids received after the deadline will be returned to the bidder unopened.

Bids shall be opened and read aloud by the Purchasing Agent or his/her designee at the appointed hour and date and such of the bidders as choose to attend, at the Municipal Building, 18 Court Street, Warrenton, VA.

The Town reserves the right to reject any and all bids and waive all formalities. In the event the Town Manager chooses to reject all bids, the Town may re-advertise or make the purchase on the open market. The Town, through its duly adopted policies, may reject any or all bids.

The Town of Warrenton does not discriminate on the basis of handicapped status in admission or access to its programs and activities. Accommodations will be made for handicapped persons upon prior requests.

## TOWN OF WARRENTON, VIRGINIA

### INVITATION FOR BID FOR

#### JANITORIAL SERVICES FOR WARRENTON AQUATIC AND RECREATION FACILITY

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#### EXHIBIT A

#### SCOPE OF JANITORIAL SERVICES TO BE PROVIDED

##### Daily Tasks

- Vacuum all entrance vestibules and reception/customer services areas, concessions/vending area, the lobby, day care room and all carpeted common areas daily. Inspect for mud or carpet stains, clean as necessary.
- Vacuum and damp mop the Fitness Equipment Room and Multi-Purpose Room.
- Dust offices and clean all office and reception area surfaces, including desks, counter surfaces, cabinets, picture frames, filing cabinets, etc., daily.
- Sweep and damp mop as necessary the bleacher/spectator area.
- Thoroughly clean, mop, sanitize, deodorize and stock all restrooms and showers, family changing rooms and locker rooms daily (all toilet paper/paper towels to be provided by Town).
- Clean all Fitness level and Aquatic level glass doors, windows, walls and elevator door and walls daily for fingerprints and grime to a height of 8 feet.
- Clean and dust all stair railings and stairs.
- Vacuum the elevator.
- Sweep and wet mop all bathroom floors (upper level restrooms, locker rooms, family changing rooms) daily.
- Wipe down countertops and tables in break room, day care room, concourse, guard office, and party rooms.
- Clean all wood doors, mirrors, poster frames/cases, benches and door frames as needed.
- Empty all trash cans daily, replace trash can liners. Clean trash cans, inside and out, as needed.
- Remove all trash from back office area.
- Damp mop party rooms, family changing rooms, concession area, aquatic level concourse, lobby area, and common areas.

##### Semi-weekly Tasks

- Vacuum all offices and administrative areas twice weekly.
- Dust all blinds twice weekly.
- Dust air vents and the tops of all lockers.
- Dust offices and clean all office and reception area surfaces, including desks, counter surfaces, cabinets, picture frames, filing cabinets, etc., twice a week

##### Monthly

- Clean and dust baseboards, window sills and trim.

- Buff/polish all VCT tile areas using a high speed electric burnisher.
- Clean and remove all dust from air conditioning return vents.

#### Semi-Annually

- Clean all carpets twice a year with a truck mounted cleaning unit and spot clean when necessary and requested
- Strip, clean and wax all VCT tile floors semi-annually and when requested and necessary.
- Turbo clean all ceramic tile using an auto-scrubber.
- Turbo clean floors in multi-purpose room and fitness room using an auto-scrubber.

Contractor shall communicate with the Assistant Director's office immediately regarding any problems which arise or are identified in any location.

Contractor shall supply all cleaning equipment, deodorants, hand soap, chemicals, materials and supplies required to perform the above services. Contractor is required to keep on site all Material Safety Data Sheets for all chemicals used at the facility.

The location is used extensively for swim meets, training, classes, parties, meetings and other events, both recurring and one-time events. All scheduled events are listed on a monthly calendar posted at the Warrenton Aquatic and Recreation Facility and on the Town's website [www.warrentonva.gov](http://www.warrentonva.gov). It is the responsibility of the contractor and the Building Engineer to mutually schedule cleaning outside of office hours and when the facility is not being used. The Building Engineer will give the contractor notice of special events that will require an adjustment to the cleaning schedule.

Normal hours of operation will be:   5:00 AM – 9:00 PM Monday through Friday.  
  8:00 AM – 6:00 PM Saturday  
  12:00 Noon – 6:00 PM Sunday

These hours may be changed during the year to accommodate the needs of the community. The Contractor will be advised of any change in hours of operation in writing. The facility must be cleaned seven days a week.

After 60 days of operation under this contract, the Contractor will advise the Building Engineer of any recommended changes in frequency of performance of tasks.

Blueprints of the facility can be examined by contacting Seth McMurray at 349-2520 ext.228.

Contractor will provide the Town with at least two points of contact with their company, including phone and email contact information for those individuals.

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**BID FORM**

<b>WEEKLY COST OF JANITORIAL SERVICES</b>	\$
<b>CONTRACT DURATION</b>	52 weeks
<b>TOTAL ANNUAL BID</b>	\$
Estimated average number of hours per week needed to complete listed tasks.	

**To be considered responsive, an amount must be entered in all blank spaces above.**

All bids shall be valid for a period of sixty (60) days from opening date.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Fax Number

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**EXHIBIT G**

**TOWN OF WARRENTON, VIRGINIA**  
**GENERAL TERMS AND CONDITIONS - SERVICES**

- 1. MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Town form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.
- 2. PRECEDENCE OF TERMS:** In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.
- 3. CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
- 4. TESTING/INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 5. PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
- 6. INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.
- 7. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.
- 8. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.

9. **ANTITRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.
10. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
11. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A and B, below apply:

- A. During the performance of this contract, the bidder/offeror agrees as follows:

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

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

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

- B. The bidder/offeror will include the provisions of A. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

12. **INDEMNIFICATION:** Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

13. **DEBARMENT STATUS:** By submitting their bids/proposals, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.
14. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.
15. **QUALIFICATIONS OF BIDDERS/OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
16. **SAFETY:** All contractors and subcontractors performing services for the Town of Warrenton are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
17. **NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE:** The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

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**CHECKLIST FOR BID SUBMISSION**

**IMPORTANT:** The following items must be enclosed in a sealed envelope, clearly marked "**SEALED BID #10-009 JANITORIAL SERVICES FOR THE WARRENTON AQUATIC AND RECREATION FACILITY TO BE OPENED NOVEMBER 23, 2009 AT 2:00 P.M.**", in order for your bid to be considered responsive.

1. Original and two copies of completed Bid Sheet, signed by an individual authorized to bind the organization.
2. Original and two copies of the signed Certification Page.

**If you have any questions regarding the above documents, please contact the individual(s) listed on the Certification page of this IFB.**