



CLEANING SERVICES AGREEMENT PURCELLVILLE POLICE DEPARTMENT

- I. **PURPOSE:** The Purcellville Police Department Cleaning Services Agreement (hereinafter the “Agreement”) is for the provision of professional cleaning services at the facilities of the Purcellville Police Department located at 125 Hirst Road, Purcellville, VA 20132.
- II. **PARTIES:** The parties to this Agreement are the Purcellville Police Department ("Police"), a department of the Town of Purcellville (“Town”) and the contractor.
- III. **TERM, RENEWAL AND MODIFICATION:** The initial term of this Agreement shall commence on September 1, 2014 and end on August 31, 2015. The Agreement may be renewed for six additional successive one-year periods provided funding for this Agreement is provided by the Town, and based upon mutual written consent by the Police and contractor. The Agreement may be modified only with written consent by the Police and contractor.
- IV. **TERMINATION:** The Agreement may be terminated without cause by the Police or contractor upon thirty (30) calendar days advance written notice to the other party. In the event that the Police shall relocate its facilities during the term of the Agreement the Police may terminate the Agreement upon ten (10) calendar days advance notice to the contractor. All sums earned and due to the contractor up to the date of termination shall be paid to the contractor provided the quality of the service and work was satisfactory to the Police.

The Police may terminate this Agreement at any time for non-performance, default or negligence by the contractor. The determination of non-performance, default or negligence will be made solely by the Police. Outstanding payments for services due to the contractor will only be paid upon such termination if they are **not related** to any services rendered or incidents by contractor that are the subject of the Police finding of non-performance, default or negligence.

Examples of non-performance, default or negligence include, but are not limited to:

- Missing a scheduled cleaning date;
- Failure to fully comply with all the provisions, terms, specifications and requirements of this Agreement, the Invitation for Bid and the contractor's Bid Submission Form.
- Dishonesty, theft, criminal act(s) or other such action(s) by the contractor and/or employees or agents of the contractor.
- Failure to promptly correct inadequate levels of service after notification by the Police.
- Failure to provide high quality supplies and materials after notification by the Police of insufficient quality.

V. BILLING AND ESCALATION PAYMENTS: The contractor shall submit a monthly invoice to the Police for all services rendered at the rate of \$_____ per month. If the Police choose to renew this Agreement for a successive annual period, the monthly fee for services paid to the contractor **may** escalate up to a maximum of 1.5% (one point five percent) on the first day of the new term at the sole discretion of the Police. The contractor must provide detailed written evidence of increased costs to provide cleaning services to support the requested monthly fee increase within thirty (30) days prior to the expiration of the current term. There shall be no additional payments of any kind to be paid to the contractor under this Agreement except for emergency cleaning services as defined in Section VII.

VI. TIME AND FREQUENCY OF SERVICE: The contractor shall provide the services required under this Agreement **once per week**. The permissible service periods are Monday through Friday from 8:15 a.m. to 4:00 p.m. All cleaning activities **must** be completed by 4:00 p.m. No cleaning activities will be scheduled during Town of Purcellville holidays or on any other date that the Police facilities are officially closed. The contractor shall coordinate with the Police to determine an acceptable schedule (day of the week and time) for the provision of service. **Once established the schedule shall not be modified without the express written permission of the Police.** Service days that fall on holidays or other days the facilities are closed will be rescheduled by the contractor to a day and time that is satisfactory to the Police.

- VII. EQUIPMENT, SUPPLIES, QUALITY OF SERVICE, AND EMERGENCY SERVICE: The facilities require a high level of cleaning service at all times. The Police may inspect the work of the contractor to ensure that the level of cleaning service meets the specified high level of professionalism and care. Any deficiencies in service will be reported to the contractor and promptly corrected by the contractor. This may require the contractor to return to the facilities to correct reported deficiencies on a date and time agreed upon with the Police. A failure to promptly correct reported deficiencies shall be grounds for immediate termination of the Agreement by the Police (see Section IV).

The contractor shall furnish **all necessary services, labor, supervision, equipment, supplies and materials** needed for the satisfactory performance of the work and cleaning services specified in the Agreement. The necessary equipment, supplies and materials shall include, but not be limited to:

- Upright Commercial grade professional vacuum cleaners;
- Brooms, dust mops, mop heads and buckets as required;
- Wet-dry vacuum machines;
- Commode brushes (non-wire);
- Window cleaning utensils;
- Dusters and cleaning cloths;
- All necessary cleaning agents and products such as toilet bowl cleaner, glass/window cleaner, tile cleaner, surface cleaner, carpet cleaner and carpet spot treatment. The bathroom cleaners shall be germicidal with a neutral scent. Where feasible, all chemical and cleaning agent formulations shall be certified by a nationally recognized environmental product certification organization as environmentally responsible;
- Gum/ solid matter removers;
- Odor removers;
- Paper towels (high quality);
- Hand towels for bathrooms (high quality);
- Toilet paper (2 ply facial quality only);
- Hand soap (high quality, non-allergenic, neutral or no scent with anti-bacterial qualities available at the option of the Police);
- Disinfectant (environmentally responsible preferred);
- Furniture polish;
- Plastic trashcan liners;

IMPORTANT: The current Hazard Communication Safety Data Sheets (SDS) for all supplies, cleaners and chemicals utilized by the contractor at the Police facility shall be furnished by the contractor and maintained and kept current on site at the Police facility at all times.

Quality Determination – The quality of supplies, cleaners and materials shall be determined solely by the Police. The contractor will immediately replace any supplies, cleaners and materials deemed of insufficient quality by the Police.

Emergency Service – The contractor must be available and prepared to provide emergency cleaning services in addition to the cleaning services required under the Agreement. The Police will contact the contractor to request emergency cleaning services if needed. The cost of emergency cleaning services shall be agreed upon by the Police and contractor prior to the provision of the emergency services and invoiced by the contractor with the regular monthly invoice required in Section V.

- VIII. SMOKING: No smoking is permitted at any time.
- IX. PERSONNEL: Only authorized employees of the contractor shall be on the premises (see Section XIII). No employee shall disturb, touch or move any papers or any items on desks or within cubicle areas, open drawers, cabinets, boxes or otherwise access anything unrelated to the required cleaning services. No office machines shall be utilized or touched. No telephones shall be used except for a bona fide emergency situation. Employees of the contractor shall not listen to or play music, watch television or video while performing their duties. Cellular telephone use shall be kept to a strict minimum and conducted only in a manner so as not to disturb the employees and patrons of the Police.
- X. SUBCONTRACTORS: No subcontractors shall be permitted under this Agreement without written notice to the Police by the contractor and written permission from the Police allowing use of the specified subcontractor. Any subcontractor must fully and completely comply with all the terms, provisions, requirements and specifications of this Agreement. The use of a subcontractor does not relieve the contractor from full compliance with all the terms, provisions, requirements and specifications of this Agreement.
- XI. SUPERVISION/CONTRACTOR CONTACT: The contractor will provide a competent, fluently English speaking supervisor or Crew Leader to supervise all cleaning services at the Police facilities. The supervisor must remain at the Police facilities at all times while cleaning services are being conducted.

The contractor will provide the Police with telephone numbers that will contact the contractor both during normal business hours and on a twenty-four (24) hour emergency basis should emergency cleaning services be required.

XII. PERFORMANCE SPECIFICATIONS:

- a) General Custodial: Collection and removal of all refuse from the premises including emptying all litter cans and replacing with plastic liners. All refuse to be removed to the Police Department trash receptacles located outside the rear door. Collection from all recycling containers and emptying into a designated recycling repository. Return all litter and recycling containers to their original location and damp wipe each container clean.
- b) Premises Exterior: Remove all litter within thirty (30) feet of all entrances.
- c) Thoroughly vacuum all carpeted areas including the conference room and spot clean to remove stains, gum and soil. A "spot" shall be defined as a soiled area no larger than twelve (12) inches in diameter. No dirt or dust shall be left in comers, under furniture or behind doors.
- d) Thoroughly vacuum all carpeted areas including the conference room and spot clean to remove stains, gum and soil. A "spot" shall be defined as a soiled area no larger than twelve (12) inches in diameter. No dirt or dust shall be left in comers, under furniture or behind doors.
- e) Restrooms: Doors shall be propped open during cleaning and adequate "wet floor" warning signage displayed in both English and Spanish. All basins, face bowls, urinals, commodes and all exterior and interior surfaces to include the shower stall shall be thoroughly cleaned. A disinfectant solution shall then be applied to all basins and counter surfaces; all hardware will be cleaned and rinsed with the metal surfaces wiped dry. Following cleaning, a germicidal solution certified as environmentally friendly shall be applied to all basins, face bowls, urinals and commodes and on all exterior and interior surfaces to include the shower stall. All toilet paper, hand towels, and soap dispensers will be filled. Extra toilet paper, hand towels and soap shall be left on site as necessary based on usage levels to ensure that all products will be available until the following week's cleaning. The stall partitions and both sides of the restroom doors shall be thoroughly cleaned. The floor, including the areas around the urinals and commodes, shall be thoroughly cleaned and mopped with a certified environmentally friendly germicidal detergent solution. The restroom walls shall be scrubbed clean including all hard to reach areas.

- f) All traffic areas and tile floors will be thoroughly cleaned using a treated dust mop, wet mop and neutral detergent solution, disinfectant and clear water as appropriate for the surface. All gum will be removed and soiled areas will be thoroughly cleaned. All water fountain surfaces shall be cleaned and then wiped using a cloth with an environmentally friendly and safe germicidal solution. All benches and other furniture areas shall be cleaned with a cloth and germicidal solution.
- g) The walls shall be wiped and cleaned with a damp cloth with neutral detergent. All door kick plates, handrails, mirrors and all vertical surfaces from floor level to the height of eight (8) feet shall be thoroughly cleaned.
- h) Spot dust all work areas using appropriate equipment without disturbing any items located in or upon the work area (see Section IX).
- i) Clean both the exterior and interior of the entryway windows and the safety window in the lobby. After washing all glass shall be clean and free of dirt, grime, streaks, excessive moisture and shall not be cloudy.
- j) Clean and wipe down the microwave oven and entire kitchen area and all appliances to include cleaning and polishing the sink so as to be clean and bright, free of dirt, dust, spots, stains or debris. Clean, dry and return any eating utensils or kitchen implements that may be present to their appropriate storage area.
- k) The Chief of Police Office. The Chief's Office shall only be cleaned when the Chief of Police is present. If the Chief is not available during cleaning Police Department staff shall move the trash can from the Chief's Office for trash removal and liner replacement
- l) Proper precautions shall be taken at all times to advise building occupants of slippery and/or wet floor conditions and all other hazards in English and Spanish.

- XIII. **EMPLOYEE BACKGROUND AND CRIMINAL CHECK:** The contractor will submit to the Police the name, background and criminal information consent form and other requested information for each employee that will access the Police facility. The Police shall then conduct a background and criminal history examination and only employees approved by the Police shall be permitted to render services under this Agreement and access Police facilities.
- XIV. **LEGAL REQUIREMENTS:** The contractor will be in compliance at all times with all applicable federal, state and local and town laws, ordinances, policies, regulations and rules concerning this Agreement and the services rendered thereunder. The contractor and any approved subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as amended and all requirements under Hazard Communication Safety Data Sheets (SDS) regulations. (See the Hazard Communication Standard (29 CFR 1910.1200(g)), revised in 2012. All SDS information must be readily accessible to employees and patrons of the Police at all times for all hazardous chemicals and products the contractor will utilize at the facility (See Section VII).
- XV. **CONTRACTOR'S INSURANCE REQUIREMENTS, INDEMNIFICATION AND HOLD HARMLESS:** The contractor will not commence work under this Agreement nor receive any payments due until all insurance requirements herein have been met. A certificate of insurance displaying the required coverages and a policy endorsement naming the Town as an Additional Insured shall be provided by the contractor to the Police as required in Section X (2) of the Invitation for Bid.
- A. At all times during the term of this Agreement, the contractor will maintain a general liability policy with \$1,000,000 combined single limits and an excess liability policy with a minimum limit of \$2,000,000. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The contractor's general liability and excess liability policies must be endorsed to list the Town as an additional insured. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured (Town). Any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage, unless a separate endorsement for that coverage is attached. The endorsements required herein must be issued by the contractor's insurance company. A notation on the certificate of insurance of the Town's

additional insured status is not sufficient. Prior to the contractor commencing work under the Agreement, the contractor shall provide the Town with a certificate of insurance and all endorsements evidencing compliance with all requirements under this paragraph.

- B. At all times during the term of this Agreement, the contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee. Prior to the contractor commencing work under the Agreement, the contractor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.
- C. At all times during the term of this Agreement, the contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. Prior to the contractor commencing work under the Agreement, the contractor shall provide the Town with a certificate of insurance evidencing compliance with all requirements under this paragraph.
- D. Notice of Cancellation. The Town will not accept any proof of insurance that fails to provide for thirty (30) days' notice of policy cancellation [ten (10) days for non-payment]. This assurance may be provided by one of the following three methods:
 - i. A note on company letterhead that the Town will receive the required notice of cancellation. This may be on the letterhead of either the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.
 - ii. A separate endorsement specifying the notice of cancellation as required, or

iii. A copy of a policy provision regarding such notice of cancellation.

iv. In summary, the Town will accept no proof of insurance that does not include in one of the forms indicated above an assurance that the Town will receive thirty (30) days' notice of cancellation [ten (10) days for non-payment]. Also, any qualification of this assurance with language that purports to avoid liability for failure to provide such notice will not be accepted

E. The contractor agrees to indemnify, defend and hold harmless the Town including its Council members, officers, agents, employees, volunteers, agents, contractors and subcontractors from any claims, damages, suits, actions, liabilities and costs of any kind or nature, whether at law or in equity, including attorneys' fees arising or resulting from or in any way connected with the performance of the services by the contractor, its employees or its agents, assigns or subcontractors under the Agreement. The contractor specifically agrees that it shall at its sole cost and expense, and upon demand of the Town, defend and provide attorneys, all costs of investigation, litigation and appeal to defend the Town, its Council members, officers, agents, employees, volunteers, agents, contractors and subcontractors from any claims, damages, suits, actions, liabilities and costs of any kind or nature brought against the Town, its officers, agents, employees and volunteers arising or resulting from or in any way connected with the Agreement and the action, actions, or inaction of the contractor, any subcontractor or third party. The Town shall have the right to approve or reject any attorney(s) selected to defend the Town.

XVI. NO CLAIM AGAINST TOWN OFFICIALS: The contractor agrees that it shall make no claims whatsoever against any elected official, appointed official, authorized representative, agent or employee of the Town for, or on account of, anything done or omitted to be done in connection with this Agreement.

XVII. APPLICABLE LAW/VENUE: This Agreement is made, entered into, and shall be performed in the Town of Purcellville, and Loudoun County, Virginia and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the Agreement, its interpretations, or its performance shall be litigated only in the Loudoun County General District Court or the Circuit Court of the County of Loudoun, Virginia.

- XVIII. **LICENSE REQUIREMENT:** All firms including the contractor doing business in the Town of Purcellville shall meet all applicable federal, state, town and county licensing requirements. The failure to maintain all required federal, state, town and county licenses shall be grounds for the Police to withhold payments due until all licensing requirement are satisfied. A failure to meet all applicable licensing requirements within thirty (30) days' notice of such failure by the Police shall be grounds for the immediate termination of the Agreement (see Section IV).
- XIX. **COMPLIANCE WITH IMMIGRATION LAW:** The contractor certifies that it does not, and during the performance of this Agreement shall not, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- XX. **EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED:** During the performance of this Agreement, the contractor agrees as follows –
- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- XXI. **DRUG-FREE WORKPLACE:** During the performance of this Agreement, 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, 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 behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing

clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, a "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 unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

XXII. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES TO TRANSACT BUSINESS IN THE COMMONWEALTH:
During the performance of this Agreement, the contractor agrees as follows –

- A. If the contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law.
- B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or contractor is not required to be so authorized.
- C. Any bidder or contractor described in this section that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.
- D. Any business entity described in this section that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled

at any time during the term of the contract.

- E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

XXIII. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:

The Town of Purcellville does not discriminate against faith-based organizations as defined in Virginia Code Section 2.2-4343.1 (D).

- XXIV. COOPERATIVE PROCUREMENT:** This Agreement is intended to be a cooperative procurement under Virginia Code § 2.2-4304. However, the Police make no representations regarding whether the procurement of this Agreement satisfies the requirements of Virginia Code § 2.2-4304 or any other applicable law, regulation, or ordinance. The contractor and any other government entity that enter into any contract or agreement pursuant to this cooperative procurement acknowledge and understand that the Police shall not be involved in or responsible for the negotiation, administration, or any other aspect of that contract or agreement.

- XXV. ETHICS IN PUBLIC CONTRACTING:** The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Code of Virginia §§2.2-4367 et seq., the State and Local Government Conflict of Interest Act, Code of Virginia §§ 2.2-3100, et seq., the Virginia Governmental Frauds Act, Code of Virginia §§18.2-498.1 et seq., Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, as amended, are incorporated herein by reference. The contractor shall incorporate the above clause in its contracts with any subcontractor.

- XXVI. MINORITY AND WOMEN-OWNED BUSINESSES:** The Town of Purcellville actively solicits both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals.

- XXVII. SEVERABILITY:** Each paragraph and provision of the Agreement will be severable from the entire Agreement and if any paragraph or provision is declared invalid, void or unenforceable by a court of competent jurisdiction the remaining provisions shall remain in full effect and be binding on the parties.

XXVIII.EXECUTION AND ACKNOWLEDGEMENT OF AGREEMENT:

FOR THE PURCELLVILLE
POLICE DEPARTMENT

By: _____
Darryl C. Smith, Sr., Chief of Police

County of Loudoun

Commonwealth of Virginia

The foregoing Purcellville Police Department Cleaning Services Agreement was acknowledged before me this _____ day of _____, 2014 by Darryl C. Smith, Sr.

Notary Public

My Commission Expires: _____

Notary Registration #: _____

STAMP OR SEAL:

FOR THE CONTRACTOR

By: _____

TITLE

County of _____

Commonwealth of Virginia

The foregoing Purcellville Police Department Cleaning Services Agreement was
acknowledged before me this _____ day of _____, 2014 by

_____.

Notary Public

My Commission Expires: _____

Notary Registration #: _____

STAMP OR SEAL: