

**HAMPTON ROADS PLANNING DISTRICT
COMMISSION**



**REQUEST FOR PROPOSAL for
JANITORIAL SERVICES**

RFP NO: GEN-RFP-2012-01

July 7, 2011

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SECTION I: GENERAL INFORMATION

Purpose:

The intent of this Request for Proposal (RFP) is to obtain competitive proposals from qualified vendors/contractors for Janitorial Services for 19,292 square feet of office space.

Number of pages allowed:

This proposal, including cover sheet, but excluding professional biographies, should be no longer than 25 pages, single spaced.

Date Proposal submission is due:

Four hard copies and a .pdf (to ncollins@hrpdcva.gov) of this proposal should be submitted no later than 3:00 PM, Wednesday, July 27, 2011 to:

Nancy Collins
CFO/Procurement Officer
Hampton Roads Planning District Commission
723 Woodlake Drive
Chesapeake, VA 23320

Pre-Proposal Conference:

A Pre-Proposal Meeting will be held at 1:00 on July 22, 2011.

Questions:

Questions will be entertained until 1:00 P.M. EST Friday July 15, 2011. Both questions and answers will be posted on our website: www.hrpdcva.gov by close of business July 18, 2011. Please contact Chris Vaigneur at cvaigueur@hrpdcva.gov.

Proprietary information:

Proposers are advised that Title 2.2 Subtitle II Part B Chapter 43 (specifically Section 2.2-4342) of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Proposer. Furthermore, any proprietary information shall be submitted with the RFP package under separate cover. Information not submitted under separate cover and not labeled proprietary shall be Public Information in accordance with State Statutes.

Authorized Contract Users:

State Departments and Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards, Cities, Counties, and other entities are authorized to use this contract in accordance with the Code of Virginia.

Disadvantaged Minority Business Enterprises

It is the policy of the HRPDC that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmbc.state.va.us/>) under the DBE Directory of Certified Vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. When authorized, if the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential sub-

consultants. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited. HRPDC believes that these services support 10% DBE participation. If a DBE is not certified, the DBE must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE sub-consultants. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by the DBE themselves. When a DBE prime consultant or sub-consultant subcontracts work to another firm, the work counts toward DBE goals only if the other firm is itself a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of the contract with its own force.

Certification of Eligibility: A signed statement on your letterhead stating that: "The firm is not ineligible to receive award of a contract due to the firm's inclusion on any Federal or Virginia State lists of debarred contractors, or otherwise ineligible to be awarded a contract using Federal or State funds."

SECTION II: INSTRUCTIONS TO PROPOSERS

Receipt of Proposals:

Proposals may be delivered to the receptionist at the Hampton Roads Planning District Commission's (HRPDC) Regional Office Building, 723 Woodlake Drive, Chesapeake, VA 23320 until 3:00 P.M. Eastern Standard Time (EST) on Friday, July 29, 2011, in accordance with the specifications attached and the other terms and conditions set forth herein. Proposals should also be e-mailed to: ncollins@hrpdcva.gov by the same date and time established above.

Intent of Contract:

The intent of this Request for Proposal (RFP) is to obtain competitive proposals from qualified vendors/contractors for Janitorial Services for cleaning 19,292 square feet of office space.

Proposer's Responsibility:

Proposers shall examine this RFP, shall exercise their own judgment as to the nature of the whole of the work to be done, and must assume all risk for any computations or statements made in completing the proposal.

Contract Amount:

Prices proposed by vendors should be submitted on a price schedule. Prices submitted shall be a firm fixed price for the term of the contract.

Contract Length:

The HRPDC proposes a ten month initial contract. The initial contract would begin September 1, 2011.

Subcontracts:

No subcontracts will be allowed for this proposal.

Interpretations and Requests for Substitution:

1. Any proposer in doubt as to the true meaning of any part of this request for proposal may submit a written request to the HRPDC for an interpretation. The proposer submitting a request will be responsible for its prompt and actual delivery. Any interpretation or approval will be made by addendum duly issued. A copy of such addendum will be posted at www.hrpdcva.gov or delivered to each requesting proposer. HRPDC will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make. Only questions answered by formal written addenda will be binding; oral and other interpretations or clarifications will be without legal effect.
2. Proposers must submit every request for interpretation or clarification regarding the services to be provided in writing, by e-mail to: cvaigreur@hrpdcva.gov with a copy to ncollins@hrpdcva.gov; or by facsimile transmission to (757) 523-4881, to the attention of Chris Vaigneur by 1:00 pm Friday, July 15, 2011. Any and all such interpretations, clarifications, and any supplemental instructions will be issued in the form of written addenda by COB Monday, July 18, 2011. Failure to receive such addenda shall not relieve proposers from any obligation under this proposal as submitted.
3. When inquiring, replying or forwarding, please list the RFP number (i.e., GEN-RFP-2012-01) in the subject line. This is used to direct the e-mail or fax to the appropriate person so the HRPDC may provide prompt service to your request when staff is away from their desk.

Irregular Proposals:

Proposals shall be considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:

- a. If there are unauthorized additions or conditional proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- b. If any proposer adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.
- c. If the proposer fails to meet the proposal specifications or is unresponsive to proposal specifications, questions, and/or terms.
- d. If the proposer fails to include an authorized proposer representative's signature on company letterhead.

Withdrawal or Revision of Proposals:

1. A proposer may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the time set for receiving proposals. Telephonic communications for withdrawal shall not be accepted.
2. Any proposer may modify his/her proposal by facsimile communications at any time, provided such communication is received by HRPDC prior to the due date of proposals. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification. If written confirmation is not received within two days after the fax, no consideration will be given to the facsimile modification.

Insurance:

1. Prior to starting work, proposers will furnish the HRPDC a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:
 - a. Comprehensive General Liability: \$1,000,000 per occurrence.
 - b. Workmen's Compensation: As required by Federal and State Worker's Compensation and occupational statutes.
 - c. Professional Liability: \$1,000,000 per claim.
2. The Certificate of Insurance will provide for thirty (30) days written notice to the HRPDC by the Insurance Company prior to cancellation or material change in policy coverage.

Proposal Evaluation:

1. The proposal will be evaluated using the following criteria:
 - a. References from previous clients with consideration given to timeliness and punctuality, quality of preliminary, intermediate, and finished products, cooperative/negotiation abilities, and project coordination for work of a similar nature.
 - b. Organization skills and staffing resources required to meet the scope of work criteria.
 - c. Accessibility of the firm with preference given to firms with local representation.
 - d. Other useful and valuable skills, which may be helpful, but not necessarily required, for the development and implementation of the work.
 - e. Ownership of firm by minority or participation of minority personnel on the project.
 - f. Proposed fee structure.
 - g. Best Value

After the initial evaluation of the proposals, the HRPDC may, if necessary, hold interviews with the top ranked proposers. Proposers selected for an interview will be contacted by August 3, 2011. Each interview will be no more than 60 minutes, with the consultant's presentation limited to not more than 20 minutes. Any area of specific concern will be identified before the interview. The HRPDC reserves the right to select a Custodial Company based solely on written proposals and not convene oral interviews. If interviews are required, they will be held by August 5, 2011.

2. HRPDC reserves the right to reject any and all proposals and waive any and all informalities and the right to disregard all nonconforming or conditional proposals or counter proposals. HRPDC reserves the right to reject any proposal if investigation of such proposer fails to satisfy HRPDC that such proposer is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents.

Any and all proposals will be rejected if there is reason to believe that collusion exists among the proposers. The signature on the face of the proposal certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person also submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law and can result in fines, prison sentences, and civil damage awards. Proposer's signatory agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign the proposal for the proposer.

SECTION III: SCOPE OF WORK

Section III-A - Background and Expectations

The intent of this Request for Proposal (RFP) is to obtain competitive proposals from qualified vendors for Janitorial Services. The area to be cleaned is 19,292 square feet. The initial contract will cover September 1, 2011 through June 30, 2012. At the end of that period, the HRPDC will have the option of renewing the contract as is or with modifications, agreed to by both parties for a twelve-month period with additional option period, or rebidding the contract. Failure to submit bids for both the base period and the option periods will result in the bid being found non-responsive.

Period of Agreement

This agreement will begin on September 1, 2011 for ten months.

Price Schedule

Prices proposed by vendors should be submitted on a price schedule. Prices submitted shall be a firm fixed price for the term of the contract.

Section III-B -Bid Requirements

The bid shall include the following:

- A list of no less than three clients presently using the bidder's janitorial services to include the name, phone number and address of a contact person.
- A statement of the bidder's years of experience in the janitorial business.

A monthly cost of all scheduled services listed under the maintenance schedule to include the cost of the following items:

- The cost to provide toilet paper, towels, urinal deodorizers, all compatible with the provided dispensers.
- The cost of floor washing, waxing, buffing, stripping, and sealing compounds.
- The cost of all cleaning and maintenance materials shall be included in the price. All cleaning equipment such as mops, sponges, buffers, vacuums, rags, etc. shall be provided by the Contractor, not HRPDC.
- The signature of an authorized company representative who can certify compliance with all of the bid requirements.

Section III-C - Definitions- Technical

- **Working hours:** Janitorial work will be performed daily between 5:00 PM and 11:00 PM, Monday thru Friday.
- **Exception:** Floor stripping/waxing will be pre-scheduled with General Services Manager for HRPDC non-working hours.
- **Easily Moved Furniture and Equipment:** Items such as chairs, trash cans, tables, etc. weighing 50 lbs. or less

Section III-D - Custodial Work Requirements

1. All custodial work requirements shall be scheduled and coordinated to avoid duplication of function. For example; when stripping, waxing and resealing are called for on a particular day, the sweeping and damp mopping functions for that same day shall be scheduled to coincide with waxing functions. Easily moved furniture, equipment, throw rugs, and all walk-off mats shall be moved and the floor and carpet surfaces shall be serviced when surrounding floor and carpets are servicing shall be returned to original positions. Separate mops and buckets for kitchens and bathrooms.
2. **Floor Care - Sweeping /Dust Mopping:** Uncarpeted floors shall be swept or dust mopped. All loose dirt, streaks, and smears shall be removed. Walk-off mats shall be swept clean. Moisture on the floor beneath walk-off mats shall be removed and moisture on the underside of the mats shall be removed.
3. **Damp Mopping:** Floors and baseboards shall be damped mopped, and shall be kept free of dust, dirt, streaks, smears, stains, detergent films, and standing water. The Contractor shall scrub the floors, and baseboards nightly. Any damp mopping function that is scheduled on stripping, waxing, and resealing day shall be scheduled to coincide with the aforementioned functions to alleviate duplications.
4. **Strip:** Resilient and concrete floors shall be stripped prior to refinishing to remove all finish compounds and imbedded dirt.

Carpet Care

1. **Vacuum Carpet:** Carpeted areas, and rugs shall be vacuumed free of all loose soil, debris, lint, dust, dirt, and ashes.
2. **Shampooing Carpets, Rugs, and Walk-Off Mats:** Carpets, rugs and walk-off mats shall be shampooed free of streaks, stains and spots and shall have a bright uniform color. Carpets which shall not be dry prior to 0700 the next working day shall be protected by plastic carpet runners until dry.

Trash Collection

1. **Trash Cans:** Trash containers include all trash cans and large trash containers used for collecting trash from individual rooms. Trash containers shall be emptied and any trash or debris located in the immediate area of the trash can shall be removed. The Contractor shall remove any spillage that occurs during trash collection. Trash receptacles in all spaces shall be maintained in a clean and sanitary condition. The Contractor may utilize large rolling trash containers for collecting trash from individual rooms.
2. **Plastic Liners:** All trash cans will contain plastic liners. The Contractor will replace liners once a week, or when liners are torn, damaged, or soiled whichever occurs first. In the event that liners leak/rupture, the receptacle will be cleaned and disinfected prior to installing a new liner.
3. **Washing Trash Containers:** Trash containers, including all trash cans, and large trash containers used for collecting trash from individual rooms as described under the Trash Collection paragraph, shall be washed and disinfected. The washed trash containers shall contain no debris, soil, foreign materials, or unsightly stains.

Restrooms

- 1. General Cleaning:** Restroom fixtures, including water closets, urinals, lavatories, and sinks shall be disinfected inside and outside and shall be free of stains and odors. Wainscoting, partitions and dividers shall be washed with a disinfectant and be free of dirt, stains, streaks, and graffiti. All wall surfaces, including glass, shall be cleaned free of dirt, stains, streaks, and graffiti. Mirrors shall be cleaned and polished. Restroom walls shall be cleaned free of film, streaks, and stains. All metal fixtures and hardware shall be clean and bright.
- 2. Service Toilet Paper:** All toilet paper dispensers shall be filled at room servicing. An adequate supply of toilet paper shall be left in all restrooms when supply in dispensers is low, but not low enough to change. Toilet paper dispensers shall be refilled when there is less than 1" (inch), visible.
- 3. Paper Towel Service:** All paper towel dispensers shall be filled at each room servicing. Proper size paper towels shall be installed in towel dispensers as provided. Paper towel dispensers are located in the restrooms and kitchen. Contractors shall leave an adequate supply of paper towels to last until the next servicing. Dispensers shall be completely filled at each servicing.
- 4. Service Soap Dispensers:** All soap dispensers shall be filled at each room servicing. Proper soap shall be provided for the dispensers serviced. Soap dispensers are located in restrooms and kitchen.

General Room Cleaning

- 1. Walls and Partitions:** Walls and partitions shall be kept free of dust, streaks, lint, markings, graffiti, and cobwebs. After mopping floors, ensure walls and partitions are free of unsightly stains.
- 2. Dusting:** All furniture, radiators, equipment, horizontal ledges and sills, hand railings, grills, fire apparatus, exposed overhead pipes, can lights, corners, and doors shall be dusted, with the exception of furniture with working papers on top. Miscellaneous hardware and bright metal work shall be cleaned.
- 3. Water Fountains:** Drinking fountains shall be cleaned and disinfected. All surfaces are to be free of stains, smudges, scale, excrement, trash, debris, and foreign material.
- 4. Vestibules:** Interiors, including doors, walls, ceilings, threshold strips, and hardware shall be free of dust, soil, markings, graffiti, lint, streaks, and trash. All metal surfaces shall be clean, bright and shiny. Please clean with lint free mops
- 5. Interior Glass Cleaning:** The surface of all glass, which does not have one side exposed to the atmosphere, shall be considered interior glass and shall be cleaned including windows, doors, display cases and fixed glass panes. All glass surfaces shall be free of dirt, streaks, and stains. Glass shall be wiped dry. All paint drops, putty film and foreign matter found on glass surfaces shall be removed.
- 6. Window Cleaning, Exterior:** The Contractor shall thoroughly clean both sides of exterior doors' glass. All glass surfaces shall be cleaned free of streaks, or stains and shall be wiped dry. All paint drops, putty film and foreign matter found on glass surfaces shall be removed.

7. **Conference Room Furniture Polishing:** The tables and chairs in all conference rooms or rooms used as conference rooms shall be polished with an approved polishing agent manufactured for that purpose.
8. **HVAC Vents:** All supply and return vents are to be cleaned in place. The cleaning solution shall be non-corrosive liquid-approved by the Contracts Administrator prior to any cleaning of vents.
9. **Chair Cleaning, Including Base:** Chairs, including base, shall be kept free of lint, dust, dirt, hair, stains.
10. **Clean Blinds:** Blinds shall be wiped in place so as to remove all surface dust and dirt.
11. **Ashtrays:** Ashtray and ash receptacle will be emptied into a fire suppression container. The ashtrays and receptacles will be wiped clean of debris, ashes, foreign materials and unsightly stains.

HRPDC/HRTPO Furnished Property and Services

1. HRPDC/HRTPO Furnished

HRPDC will provide the Contractor the use of HRPDC facilities. Storage spaces and gear lockers will be made available to the Contractor for storage of his bulk supplies and equipment which he shall use in the performance of the work in the contract when space is available. The Facilities Manager shall provide the location of space available for storing bulk supplies and equipment. Location may be changed at any time. The Contractor shall keep the spaces assigned for his use in a clean, neat, and orderly condition. HRPDC shall not be responsible for the Contractor's loss of any materials, supplies, and equipment stored in these spaces occasioned by fire, theft, or other causes.

Supplies or equipment shall not be stored in hallways, restrooms, or other areas unless approved by an HRPDC Representative.

2. HRPDC Furnished Material And Equipment: None

3. HRPDC Furnished Utilities

a. Availability of Utilities: HRPDC shall furnish water and electricity as may be required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured for the Contracts Administrator. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing HRPDC outlets to the site of work. All electrical appliances and equipment shall be correct electrical characteristics for the circuits to which connected and shall not overload any circuit. All electrical devices shall be subject to approval for safety, power demand, and characteristics before use. The Contractor shall provide portable covers to protect floor mounted electrical receptacles from water damage when stripping floors.

b. Conservation and Precautions: The Contractor and his employees shall conserve utilities. The Contractor shall shut off water faucets and turn off lights when not in use or not needed.

c. Damaged, Defective or Inoperable Items: The Contractor shall report daily by 9:00 A.M., in writing, to Rick Case, Facilities Manager, Fax: 757-523-4881, all damaged, clogged, leaking, or inoperable plumbing and fixtures; all damaged and /or inoperable equipment or surfaces, such as applicable, which prevents the proper performance of his duties. Any emergency type situations shall be reported immediately to the Facilities Manager at 631-8313.

d. Contractor Furnished Material: The Contractor shall provide all equipment, materials, supplies and services to perform the requirements of this contract. Materials and supplies shall be of acceptable industrial grade and quality.

Contract Administration

1. **Acceptance:** The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by HRPDC.

2. **HRPDC's Remedies: Cumulative And Non-waiver**

a. No right or remedy conferred upon or reserved to HRPDC by the Contract shall be considered exclusive of any other remedy or contractual right, but the same shall be distinct, separate and cumulative, and shall be in addition to every other remedy existing at law or in equity or by statute; and every remedy given by the Contract to HRPDC may be exercised from the time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission on the part of HRPDC to exercise any right or remedy arising from any default on the part of the Contractor shall impair any such right or remedy or shall be construed to be a waiver of any such default or an acquiescence thereto, or otherwise affect the right of HRPDC to enforce the same in the event of any subsequent breach or default by the Contractor.

b. **Rights of Various Interest:** Wherever work is done by HRPDC employees or by other contracts which is contiguous to work covered by this Contract, the respective rights of the various interest involved shall be established by HRPDC to secure the completion of the various portions of the work in general harmony.

3. **Consequences Of Contractor's Failure To Perform Required Services:**

Contractor will be held to the full performance of this contract. HRPDC will deduct from the contractor's invoice or otherwise withhold payment of any items of nonconforming service observed as specified below:

a. A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all of the sub items. In those cases, partial deductions may be taken from the Contractor's invoice. HRPDC reserves the right for partially completed work as set forth below:

4. HRPDC will give the Contractor written notice of deficiencies prior to assessing liquidated damages or deducting for unsatisfactory or non-performed work. Therefore:

a. **In The Case of Non-Performed Work, HRPDC**

1) May, at its option, afford the Contractor an opportunity to perform the non-performed work

within a reasonable period subject to the discretion of the General Services Manager within 6 hours in the case of daily services, or 24 hours in the case of all other services, of the notice to the Contractor of such non-performance, at no additional cost to the HRPDC; or

2) May, at its option, perform the services by HRPDC personnel or other means.

b. In The Case of Unsatisfactory Work, HRPDC

1) May, at its option, afford the Contractor an opportunity to perform the unsatisfactory work within a reasonable period subject to the discretion of the General Services Manager, but in no event longer than 6 hours in the case of daily services, or 24 hours in the case of all other services, of the notice to the Contractor of such dissatisfaction, at no additional cost to HRPDC; or

2) May, at its option, perform the services by HRPDC personnel or other means.

5. Should HRPDC elect options 4.a.(1), 4.a.(2), 4.b.(1), 4.b.(2) above, HRPDC will also assess, as liquidated damages, an additional 10% of an amount associated solely for observed defects. The liquidated damages are to compensate HRPDC for administrative cost and other expenses resulting from the nonperformance or unsatisfactory performance.

6. Should HRPDC elect options 4.a.(1), or 4.b.(2) above, HRPDC will reduce the contract payment, by the amount paid to and HRPDC personnel (based on wages, retirement and fringe benefits) plus materials, or the actual cost of any other means that accomplished the services. If the actual cost cannot be readily determined, the schedule of deductions will be utilized in establishing a deduction amount. In addition to either payment deduction, HRPDC will assess an additional 20% in liquidated damages to compensate HRPDC for administrative cost and other expenses incurred by HRPDC to obtain satisfactory completion of the services.

7. HRPDC's exercise of rights under this clause will not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination for default.

a. However, HRPDC reserves the following rights:

1) The rights described in the Termination for Convenience of HRPDC (paragraph F.9.) and all other remedies for default as may be provided by law.

2) To hold the Contractor liable for property losses sustained by HRPDC as a direct, consequential result of a failure to furnish the required personnel.

b. The parties to this contract hereto agree that the Contractor, as a result of his contractual obligation to supervise the personnel furnished and oversee the quality of their performance, will be conclusively presumed to have actual knowledge of work not performed, and that therefore a written notice will not be a prerequisite for withholding payment or assessing liquidated damages for non-performed services.

8. Suspension of Work by HRPDC: HRPDC reserves the right to suspend and reinstate execution of the whole or any part of the work contracted for without invalidating the provisions of the Contract in any way. Orders for suspension or reinstatement of the work will be issued by HRPDC to the Contractor in writing.

9. Termination for the Convenience of HRPDC: The performance of work under this Contract may be terminated by HRPDC in whole or in part whenever HRPDC shall determine that such termination shall be effected by delivery to the Contractor of a notice such termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. HRPDC shall pay to the Contractor for work completed as of the effective date of such termination.

10. Contracts In Default

a. HRPDC may declare the Contract in default for any one or more of the following reasons as determined by HRPDC in its sole discretion:

- 1) Failure or refusal to comply with an instruction of HRPDC within a reasonable time.
- 2) Failure or refusal to perform anew any defective or unacceptable work.
- 3) Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- 4) Failure to prosecute the work in accordance with the agreed schedule or completion.
- 5) Disregard of laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or the violation of any construction of safety codes.

11. Procedure for Declaring Contract in Default: HRPDC may declare the Contract in default by giving written notice to the Contractor to that effect. Said notice shall contain the reason or reasons for default and shall fix a day certain, not less than ten (10) consecutive calendar days after the date of said notice, when the Contract shall be declared in default, unless the Contractor remedies the default to HRPDC's satisfaction or makes satisfactory arrangements with HRPDC for its remedy prior to the day certain fixed in said notice for declaring the Contract in default. If the Contractor fails to remedy the default or to make satisfactory arrangements for its remedy prior to the date set for declaring the Contract in default, or any extension thereof, the Contract shall be declared in default.

12. Completion of Contracts in Default: If for any reason a Contract is declared in default, HRPDC without process or action at law, may take over all or any portion of the work and complete it at HRPDC's option for the account and at the expense of the Contractor.

13. Performance Evaluation Meetings: The Contractor shall meet with the General Services Manager weekly during the first month of the contract. Thereafter, meetings will be as often as necessary at the discretion of HRPDC, but not less than quarterly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by HRPDC, shall be signed by the Contractor's representative and HRPDC representative. Should the contractor not concur with the minutes, the Contractor shall state, in writing, to HRPDC any areas of disagreement within five days.

14. Contractor's Invoice

a. The Contractor shall submit invoices, monthly to HRPDC in an original and one copy for services performed. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Invoices will be processed for payment upon verification of work actually performed and receipt of required Contractor submittal as identified below.

- 1) The Contractor shall submit invoices (bills) for services to :

HRPDC
723 Woodlake Dr.

Chesapeake, Va. 23320

2) All invoices are required to contain the following information:

- HRPDC purchase order number
 - Contractor invoice number
 - Effective performance period for invoice
 - Invoiced amount for effective period
 - Name and Title of Signer
 - Signature and Date required on invoice
- b. All offers of discounts appearing on the Contractor's invoice, regardless how affixed type of purchase, shall be considered as authorizing the deduction of discount, if earned.

Section III-E -Evaluation criteria, timetables, and who to contact

- Specify length, start date and end date of the contract, and the options for renewal.
- All proposals submitted in response to this RFP will be evaluated by Customer's personnel.
- Contract will be awarded to the vendor whose proposal, conforming to this RFP, will be the most advantageous.

SECTION IV: REQUIRED SUBMITTALS

Proposal Format:

Transmittal Letter

Title Page

Overview and Summary

Detailed Work Plan

Proposed fees: for the initial year beginning August 1, 2011 and ending June 30, 2012 and estimates for each successive fiscal year up to, and including that ending on June 30, 2016.

Qualifications, Experience and References

Resumes

Office Location

Sample Documentation

References

License Requirements

Financial Stability

Any Additional Requirements

Affirmative Action and DBE Participation

[This section is company specific, not specific to individual employees within the company.]

Consultant shall present documentation to describe its compliance with the Federal and State nondiscrimination laws and regulations and its Disadvantaged Business Enterprise (DBE) activities and proposed DBE commitment for this project.

Please include a description of 1) Consultant's activities undertaken to comply with the provisions of the RFP concerning DBE participation, and 2) Consultant's proposed DBE Commitments.

Basis for Selection

An evaluation team may identify two or more proposers for interview, based on the evaluation criteria stated in Section II. At the conclusion of the interviews, the evaluation team will select, in order of preference, those proposers whose proposals are deemed most meritorious. Negotiations will be conducted with the proposers ranked first. If a satisfactory contract can be negotiated at a price considered fair and reasonable, the award will be made to that proposer. If a contract with the proposer ranked first cannot be negotiated, negotiations may be conducted with the proposer ranked second, and so on until a contract has been negotiated or all proposals are rejected. Determination of award of the contract will be made by the Executive Director of the HRPDC on or before August 12, 2011.

Statement of Compliance

Please note any deviation in compliance with the RFP, as requested by the HRPDC.

VENDOR SUBMITTAL FORM

Vendor _____ Federal ID#: _____

(please include W-9 Form)

Address _____

City, State, Zip Code _____

Email Address _____ Payment Terms _____

Typed Name, Title _____

Signature _____ Date _____

Telephone # _____ Fax # _____

Check below for applicable minority indicator:

____ Asian Indian ____ Black ____ Asian Pacific

____ Hispanic ____ Native American

____ Women Owned ____ Small Disadvantaged Business ____ Small Business

____ Service Disabled Veteran-Owned Business

If applicable, please attach DBE Certification to submission.

SECTION V: TERMS AND CONDITIONS

Commonwealth of Virginia Public Procurement Act

This request for proposal (RFP) is subject to the provisions of the Commonwealth of Virginia Public Procurement Act, and any revisions thereto in effect at the time of this RFP.

Employment Discrimination by Contractor Prohibited

In the solicitation or awarding of contracts, the HRPDC shall not discriminate on the basis of race, religion, age, disability, color, sex (gender), or ethnicity of the bidder or proposer. Every contract in excess of ten thousand dollars (\$10,000), shall include the following provision:

All proposers shall abide by applicable state and federal laws including, but not limited to, all provisions of the Americans with Disabilities Act. Each proposer agrees to hold HRPDC harmless regarding all claims in connection with the proposer's failure to comply with applicable laws and regulations.

Purchase Order/Contract

This proposal and any resulting purchase order/contract shall be governed in all respects, whether as to validity construction, capacity, performance, or otherwise by the laws of the Commonwealth of Virginia.

Kickback

By signing the proposal, the proposer's representative certifies that he/she has not offered or received any kickback from any other proposer, supplier, manufacturer, or subcontractor in connection with the proposal. A kickback is defined as an inducement for the award of the contract, subcontract, or order through any payment, loan, subscription, advance, deposit of money, services, or anything of value in return for an agreement not to compete on a public contract.

Proposal Terms

Proposals submitted must be firm for a period of ninety days from proposal submission date, unless otherwise specified, and no proposal may be withdrawn during that period.

Additional Users

State Departments and Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards, Cities, Counties, and other entities are authorized to use this contract in accordance with the Code of Virginia.

SECTION VI: HRPDC CONTRACT

**HAMPTON ROADS PLANNING DISTRICT COMMISSION
SAMPLE
CONTRACT**

This Contract is made this _____ day of _____ 201X, by and between the Hampton Roads Planning District Commission (hereinafter referred to as the "Commission") and _____ (hereinafter referred to as the "Consultant"). The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. PROJECT. The Consultant shall carry out the project as set forth in Attachment A – RFP Number EXEC-RFP-2011-01 and the Technical Proposal dated _____, known as the "Scope of Services" for the Commission, subject to and in accordance with the terms and conditions listed within this contract.
2. TIME OF PERFORMANCE. The project shall commence on _____, 201X and shall terminate no later than _____, 201X. All work will be accomplished in accordance with the schedule outlined in Attachment XXX, Section XXX of this contract.
3. RENEWAL OF CONTRACT. This contract may be renewed by the Commission upon written agreement of both parties for one year and up to four successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
4. SUBCONTRACTS.
The proposer is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be approved by the HRPDC.
5. PAYMENT. The Commission shall pay the Consultant as services are rendered satisfactorily complete. Maximum payment by the Commission to the Consultant will not be greater than \$_____ without prior authorization by the Commission. Requests for payment must be accompanied by appropriate financial and work progress documentation to support the request for payment. Such reports and invoices shall be detailed in accordance with Attachment XX to show what tasks have been completed and to compare the time of completion with the proposed time of completion.
6. SOURCE OF FUNDS. N/A
7. FUNDING CREDIT. N/A
8. COMMONWEALTH OF VIRGINIA PUBLIC PROCUREMENT ACT. This contract is subject to the provisions of the Commonwealth of Virginia Public Procurement Act, and any revisions thereto in effect at the time of this contract.

9. PURCHASES ORDER/CONTRACT. This resulting purchase order/contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Virginia.
10. KICKBACK. By signing this contract, the Consultant certifies that he/she has not offered or received any kickback from any other proposer, supplier, manufacturer, or subcontractor in connection with this proposal. A kickback is defined as an inducement for the award of the contract, subcontract, or order through any payment, loan, subscription, advance, deposit of money, services, or anything of value in return for an agreement not to compete on a public contract.
11. LIABILITY. The Consultant will maintain appropriate liability insurance coverage throughout the terms of this Agreement, as follows:
 - a. Name the Commission as an additional insured and provide certificates or other evidence that the required insurance is in force.
 - b. Worker's Compensation and employer's liability insurance as required by the Commonwealth of Virginia.
 - c. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, and owned, non-owned or hired vehicles with \$1,000,000 combined single limits.
 - d. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

It is the intent of the parties to this Contract that the Commission shall not be held liable for damages to the extent they are caused by the fault or negligence of the Consultant.

Consultant's liability for the Commission's damages, not otherwise covered by required insurances, will, in the aggregate, not exceed \$1,000,000. This provision takes precedence over any conflicting Article of this Contract or any document incorporated into it referenced by it. This limitation of liability will apply whether Consultant's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Consultant's officers, affiliated corporations, employees, and subcontractors.

12. NONDISCRIMINATION.

Disadvantaged Minority Business Enterprises: It is the policy of the HRPDC that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmbc.state.va.us/>) under the DBE Directory of Certified Vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential

sub-consultants. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited. HRPDC believes that these services support 10% DBE participation. If a DBE is not certified, the DBE must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE sub-consultants. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by the DBE themselves. When a DBE prime consultant or sub-consultant subcontracts work to another firm, the work counts toward DBE goals only if the other firm is itself a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of the contract with its own force.

Certification of Eligibility: A signed statement on your letterhead stating that: "The firm is not ineligible to receive award of a contract due to the firm's inclusion on any Federal or Virginia State lists of debarred contractors, or otherwise ineligible to be awarded a contract using Federal or State funds."

In its performance of work activities under this Contract, the Consultant warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or handicapped status. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Commission, state that the Consultant is an equal opportunity employer, provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirement of the Contract.

The Consultant shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that such provision shall be binding upon each subcontractor or vendor.

All proposers shall abide by applicable state and federal laws including, but not limited to, all provisions of the Americans with Disabilities Act. Each proposer agrees to hold HRPDC harmless regarding all claims in connection with the proposer's failure to comply with applicable laws and regulations.

13. **CHANGES.** The Commission may direct changes within the general Scope of Work in this Contract. Any change will require prior notice to the Consultant and agreement on the price of the change. The Consultant must obtain prior written approval from the Commission for any changes to the project, including, but not limited to, changes of substance in program activities, designs, or plans set forth in Attachment XX, which are proposed by the Consultant. If such changes affect the Consultant's cost or time required for performance of the services, and equitable adjustment will be made through an amendment to the Contract.

14. **TERMINATION FOR CAUSE.** The Commission reserves the right to terminate the Contract, in whole or in part, at any time before the date of completion, upon written notice to the Consultant that it has failed to comply with the conditions of the Contract. The Consultant shall not incur new obligations for the terminated portion of the project after the date of the termination notice, and shall cancel as many outstanding obligations as possible. In the case of a termination for cause, the Commission shall pay for contracted services successfully completed by the Consultant throughout the effective date of the termination. The Commission will not be liable for damages or costs of any kind following termination and final payment to the Consultant, specifically including claims for anticipated profit. Any damages of the Commission associated with a termination for cause shall be compensated for or recovered by the Commission through separate agreement.
15. **TERMINATION FOR CONVENIENCE.** The Commission may terminate the Contract, in whole or in part, if the Commission determines that the continuation of the Contract-supported activities will not produce beneficial results commensurate with further expenditure of funds. The Consultant shall not incur new obligations for the terminated portion after termination notice and shall cancel as many outstanding obligations as possible. In the case of a termination for convenience, the Commission shall pay for contracted services, rendered by the Consultant through the effective date of the termination. The Commission will not be liable for damages or costs of any kind following termination and final payment to the Consultant, specifically including claims for anticipated profit.
16. **MAINTENANCE OF RECORDS.** The Consultant shall maintain all required records and provide the Commission an audit in accordance with applicable state and federal laws and Generally Accepted Accounting Procedures. That audit will be reviewed by the Commission for compliance with state and federal laws and regulations. The Consultant will ensure that appropriate corrective action is taken within six months after receipt of the audit report in instances of noncompliance with state and federal laws and regulations.

The Consultant agrees to retain all books, records and other documents relative to this Contract for three (3) years after final payment, or until the Project is audited by the Commission, whichever is later. The Commission, its authorized agents and/or auditors shall have full access to and right to examine any of said materials during said period.
17. **COLLATERAL CONTRACTS.** Where there exists any inconsistency between this Contract and other provisions of collateral contractual agreements which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.
18. **PRIME CONSULTANT RESPONSIBILITIES.** The Consultant shall be responsible for completely supervising and directing the work under this contract. The Consultant agrees that he/she is fully responsible for the acts and omission of his/her employees.
19. **INTEGRATION AND MODIFICATION.** This Contract constitutes the entire Contract between the Commission and the Consultant. No alteration, amendment, or modification in the provisions of the Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

20. SEVERABILITY. Each paragraph and provision of this Contract is severable from the entire Contract; and, if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Commission.
21. INDEMNIFICATION. Consultant agrees to indemnify, defend and hold harmless the Commission and the Commonwealth of Virginia, 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, or equipment of any kind or nature furnished by the Consultant, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Consultant on the materials, goods or equipment delivered.
22. INVENTIONS AND COPYRIGHTS. As, and only as, requested by the Commission, the Consultant shall apply, or promptly and willingly assist (including without limitation by executing and delivering documents) the Commission in applying for patent, copyright, and/or other intellectual-property protection of any inventions, discoveries, documents, designs, drawings, papers, notes, forms, interim reports, final reports, graphics, images, computer programs and data, other works of authorship, and other information and/or materials, whether in electronic, magnetic/optical-media, or printed form, (collectively, "Materials") prepared by the Consultant in the performance of its obligations under this Contract. The provisions of this paragraph are further subject to the provisions of Paragraphs 23 and 24 of this Contract.
23. OWNERSHIP OF MATERIALS. The Consultant acknowledges and agrees that the Commission has and shall have ownership of any and all Materials prepared by the Consultant in the performance of its obligations under this Contract. The Consultant shall promptly disclose to the Commission any and all Materials and, at the Commission's request, shall provide the Commission with one or, if so requested by the Commission, more electronic, magnetic/optical-media, and/or printed copies of each of the Materials. The Consultant may retain electronic, magnetic/optical-media, and/or printed copies of the Materials and with the Commission's prior written consent on a case-by-case basis, use such copies, but only in the course of the Consultant's business and provided that the Consultant includes on any and all such Materials, regardless of form, any and all appropriate notices of the Commission's rights, including without limitation its intellectual property rights, in and to the Materials. The provisions of the paragraph are further subject to the provisions of Paragraph 22 of this Contract.
24. CREATION OF INTELLECTUAL PROPERTY. The Consultant acknowledges and agrees that the Commission owns and shall own any and all patent rights, copyrights, other intellectual property rights, and any and all other proprietary rights in and to the Materials prepared by the Consultant in the performance of its obligations under this Contract. The Consultant agrees to assign, and hereby does assign, to the Commission any and all rights, including without limitation copyrights and any other rights arising under Title 17 of the United States Code, that the Consultant would, except for such assignment, have in and to the Materials. With the Commission's prior written consent, the Consultant may create and use, but only in the course of the Consultant's business, derivative works based on the Materials. The preceding does not apply to any background materials which Consultant supplies to complete [the task] which is subject to preexisting copyright protections.

25. CONFIDENTIALITY. The Consultant expressly acknowledges and agrees that all reports, documents and communications of every kind, whether written or oral, concerning specific contractual matters, planning or assumptions received in the performance of the work from the HRPDC, its staff, Board, legal counsel, or other agents or advisors (collectively "Confidential Information") shall be held in strictest confidence and maintained as strictly confidential. Confidential Information shall include information that, when taking into consideration the circumstances surrounding disclosure of the same, a reasonable person would consider being confidential or proprietary. This provision shall not apply to information which (1) has been published and is in the public domain, (2) has been provided to Consultant by third parties who have the legal right to possess and disclose the information, (3) was in the possession of Consultant prior to the disclosure of such information to Consultant by HRPDC, (4) is required by law or any governmental agency to be disclosed, or (5) would require disclosure to comply with the ethical obligations of Consultant to protect the public.

No Confidential Information shall be disclosed to other clients of the Consultant, other consultants, private companies, public entities, the media, the general public, or any other third party unless directed to do so by the Commission's Executive Director. However, such Confidential Information may be documented in briefing materials provided to the Commission and its staff, provided such briefing materials are clearly annotated as Confidential Working Papers.

The Consultant shall take all appropriate and necessary steps to protect Confidential Information and to limit access to Confidential Information in its possession to those of its employees, agents and subcontractors required to have access to the Confidential Information in the performance of this work and who are bound in writing to keep the information confidential pursuant to confidentiality agreements with terms no less restrictive than those contained in this Agreement. The Consultant shall include these confidentiality provisions in any agreement between the Consultant and a subcontractor or agent related to the performance of the work so that these provisions will be binding upon them with equal and like effect. The Consultant shall be responsible for communicating to each party identified in this paragraph who received or is given access to Confidential Information the terms of these provisions and the obligations of that party to abide by the requirements hereof.

Upon completion of performance of the work, the Consultant, its agents and any subcontractors, agree to deliver to the Commission all Confidential Information obtained during performance of the work, in any medium, and, if requested by the Commission, to provide written confirmation that all such Confidential Information has been delivered to the Commission, provided, however, Consultant may retain a record copy of its work product.

The Consultant shall immediately notify the Commission if the Consultant learns of any unauthorized use or disclosure of Confidential Information and will cooperate in good faith to remedy such occurrence immediately to the extent reasonably possible.

In the event that Consultant becomes legally compelled to disclose any such Confidential Information, Consultant will provide the Commission with prompt notice so that the Commission may seek a protective order or other appropriate remedy; in the event that such protective order or other remedy is not obtained, Consultant will furnish only that portion of the Confidential Information which Consultant is advised by opinion of counsel is legally required

and will cooperate with the Commission in seeking reliable assurance that confidential treatment will be accorded the Confidential Information.

The Consultant acknowledges and agrees that a violation of the provisions of this confidentiality requirement may cause irreparable damage to the Commission or member cities and counties (together "Affected Parties"), and these confidentiality provisions are made for the express benefit of and shall be enforceable by any of the Affected Parties. Consultant agrees that these provisions may be specifically enforced in any court of law having jurisdiction. In addition to and not in limitation of any other rights or remedies the Affected Party may have for a breach of the provisions of this confidentiality requirement, the Affected Party may recover money damages, subject to the limitations in Section 14; and in addition to money damages, the Affected Party shall be entitled to obtain equitable relief for any such breach (without requirement of bond or corporate surety) so that Consultant shall be required to cease and desist immediately from breaching such provision (it being agreed that damages alone would be inadequate to compensate the Affected Parties and would be an inadequate remedy for such breach).

These provisions shall expressly apply to and bind the Consultant, its agents, officers, employees, subcontractors and any permitted assigns.

26. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION. The Consultant assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Commission's written consent and only in accordance with federal law or the Code of Virginia. Consultants who utilize, access or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the Commission of any breach or suspected breach in the security of such information. Consultants shall allow the Commission to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Consultants and their employees working on this project may be required to sign a confidentiality statement.
27. CONTINGENT FEE WARRANTY. The Consultant warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing this Contract. The Consultant further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Contract. For breach of one or both of the foregoing warranties, the Commission shall have the right to terminate this Contract without liability, or in its discretion, to deduct from the agreed fee, amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.
28. CONFLICT OF INTEREST. The Consultant warrants that it has fully complied with the State and Local Government Conflict of Interests Act.
29. DISCLAIMER. Nothing in this Contract shall be construed as authority for either party to make commitments, which will bind the other party beyond the project contained herein.
30. USE OF FUNDS. Funds, paid by the Commission, shall only be used for the purposes and activities covered in Attachment A.

- 31. FISCAL CONTROL. The Consultant shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, project funds, including any required matching funds.
- 32. STANDARD OF CARE. The standard of care applicable to the Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time said services are performed. The Consultant will re-perform, without additional compensation, any services not meeting this standard.
- 33. FORCE MAJEURE. If performance of the Services is affected by causes beyond the Consultant's reasonable control, project schedule and compensation shall be equitably adjusted.
- 34. DISPUTE RESOLUTION. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.
- 35. NOTICE TO PROCEED. Execution of the contract by both parties will constitute a Notice to Proceed. A separate Notice to Proceed will be required prior to beginning any additional services as may be directed by the Commission.

**HAMPTON ROADS PLANNING
DISTRICT COMMISSION**

FIRM NAME

Dwight L. Farmer
Executive Director/Secretary

print name
title

Date

Date