REQUEST FOR PROPOSAL

JANITORIAL SERVICES

GEN SVCS-RFP-2016-01

DECEMBER 1, 2015

REQUEST FOR PROPOSALS (RFP)

HAMPTON ROADS PLANNING DISTRICT COMMISSION
AND
TRANSPORTATION PLANNING ORGANIZATION
(Organization)

ISSUE DATE: December 1, 2015 RFP No.: GEN SVCS RFP-2016-01
TITLE: JANITORIAL SERVICES ELEMENT No.: 999000

ISSUED BY: Procurement Officer; 723 Woodlake Drive; Chesapeake, VA 23320

PURPOSE: The purpose of this request is to procure nightly janitorial services for approximately 20,000 square feet of office space.

PERIOD OF CONTRACT: The original period of this contract will be for one year from July 1, 2016. This contract may be renewed by the Organization upon written agreement of both parties for up to four successive one year periods, under the terms of the current contract, and at a reasonable time prior to the expiration. The contract price shall be firm for the initial contract period. The price for each subsequent contract year may not exceed three percent (3%) above the previous year's fee, unless agreed to by both parties in advance, and shall remain firm for the renewal year.

COMPETITIVE PROPOSALS WILL BE RECEIVED UNTIL: 4:00 PM on February 29, 2016 for furnishing the goods/services described herein under Scope of Work in Attachment 2.

All Inquiries for Information should be directed to: Nancy K. Collins, CFO & Procurement Officer, Phone: 757 420-8300, Fax: 757 523-4881, Email: ncollins@hrpdcva.gov or to the address noted above. All questions must be submitted **in writing** to Ms. Collins before 4:00 PM **on the date noted in Section IV below**. If necessary, an addendum will be posted on the following website(s) at: www.hrpdcva.gov / www.hrtpo.org.

It shall be the responsibility of the prospective offeror to monitor the website(s), or request a copy to be sent to them, for published addenda and to have all addenda signed by an authorized representative of the company. All fully executed addenda must be returned to the Organization along with the signed proposal. (Form 3)

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE PROCUREMENT OFFICER AT THE ADDRESS SHOWN ABOVE. IF HAND-DELIVERED, DELIVER TO:

Receptionist, Front Lobby
c/o Procurement Officer
Regional Building
723 Woodlake Drive
Chesapeake, VA 23320

NOTE: PLEASE REFERENCE "SECTION VII: SPECIFIC PROPOSAL INSTRUCTIONS" AS TO SEQUENCE OF SUBMITTAL DATA IN YOUR PROPOSAL.

TABLE OF CONTENTS

Request for Proposal No. GEN SVC-RFP-2016-01

JANITORIAL SERVICES

I. PURPOSE……4

II. BACKGROUND……4

III. SCOPE OF WORK……4

IV. SCHEDULE OF EVENTS……4

V. CONFLICTS AND QUESTIONS……5

VI. PROPOSAL PREPARATION AND INSTRUCTIONS……5

VII. SPECIFIC PROPOSAL INSTRUCTIONS……6

VIII. DISCLOSURE OF PROPOSAL CONTENTS……7

IX. SUBMITTAL PROCESS AND INFORMATION……8

X. SELECTION CRITERIA……9

XI. AWARD OF CONTRACT……9

XII. PRICING SCHEDULE……10

APPENDIX A……11

Section I – Required General Terms and Conditions……11
Section II – Special Terms and Conditions……22

APPENDIX B……27

Required Forms

ATTACHMENT 1……41

Non-Discrimination

ATTACHMENT 2

Scope of Work……42

I: **PURPOSE:** The Hampton Roads Planning District Commission/Hampton Roads Transportation Planning Organization (Organization) is soliciting proposals from qualified Offerors to establish a contract for nightly Janitorial Services. The area to be cleaned is approximately 20,000 square feet.

II. BACKGROUND:

The Hampton Roads Planning District Commission (HRPDC) is one of 21 Planning District Commissions in Virginia, and is a regional organization representing Hampton Roads' seventeen local governments and 1.7 million residents. The HRPDC serves as a resource of technical expertise to its member local governments, providing assistance on local and regional issues pertaining to Economics, Emergency Management, Housing, Planning, Environmental Education, and Water Resources.

The Hampton Roads Transportation Planning Organization (HRTPO) serves as the Metropolitan Planning Organization (MPO) for the Hampton Roads region of Virginia, and is responsible for transportation planning and decision-making in the region. The HRPDC staff serves as the support staff for the HRTPO and is the fiscal agent for all HRTPO financial and grant activity. The HRPDC and HRTPO receive federal and state grant funding, as well as contributions from all member localities both for general dues and specific programs.

III. SCOPE OF WORK:

Description of detailed Scope of Work is located in Attachment 2 of this document.

IV. SCHEDULE OF EVENTS:

The Organization shall make every effort to adhere to the following schedule leading to the award of a contract; however, this schedule is subject to change. Known Offerors will be notified of significant schedule changes. *Please monitor websites for updated information.*

Action	***Responsibility***	***Date***
Issuance of RFP	Procurement Officer/Staff	12/01/2015
Submission of Questions/Requests	Potential Offerors	01/20/2016
*Pre-Proposal Conference	Procurement Officer/Staff	01/25/2016
Addenda/Questions Published	Staff	01/27/2016
Submission of Proposal	Offerors	4:00PM on 02/29/2016
Selection Shortlist	Evaluation Committee	03/07/2016
Oral Presentations (if needed)	Offerors	03/14/2016
Contract Negotiations	Procurement Officer/Staff	04/01/2016
Approval by Commission	Commission	04/21/2016
Award Contract	Procurement Officer/Staff	07/01/2016

*There WILL be a Mandatory Pre-Proposal Conference for all potential proposers to view the areas to be serviced. It will be held beginning at 9:00 A.M. in the Regional Building, 723 Woodlake Drive, Chesapeake, VA on the date shown above.
Doors will close promptly at 10 minutes after the scheduled start time.

V. CONFLICTS AND QUESTIONS:

Should there be conflicts between the proposal documents and the final contract, the final contract shall take precedence.

Interpretations and Requests for Substitution: Any proposer in doubt as to the true meaning of any part of this request for proposal may submit a written request to the Procurement Officer 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 on the appropriate website(s) listed above. The Organization 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.

Proposers must submit every request for interpretation or clarification regarding the goods/services to be provided in writing; by email to ncollins@hrpdcva.gov or by facsimile transmission to (757) 523-4881, to the attention of Nancy Collins, Procurement Officer. To be given consideration, such questions/requests must be received on the date noted in Section IV. Any and all such interpretations, clarifications, and any supplemental instructions will be issued in the form of written addenda prior to the date fixed for receiving proposals. Failure to receive such addenda shall not relieve proposers from any obligation under this proposal as submitted.

When inquiring, replying or forwarding, please list the RFP number in the subject line. This is used to direct the email or fax to the appropriate person so the Organization may provide prompt service to your request when staff is not available.

Questions regarding this Request for Proposals should be directed, in writing, to Nancy K. Collins, CFO & Procurement Officer, ncollins@hrpdcva.gov.

VI. PROPOSAL PREPARATION AND INSTRUCTIONS:

In order to be considered for selection, Offerors must submit a complete response to this solicitation. One (1) original (**marked ORIGINAL**) and five (5) copies of the proposal must be submitted to the Procurement Officer. No other distribution of the proposal shall be made by the offeror.

A. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Procurement Officer requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or such that they cannot be waived and are not subject to negotiation.

B. Proposers shall examine the 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.

C. Proposals should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures and excessive promotion materials are not required or desired.

D. Proposals should be organized in the order in which the requirements are presented in Section VII of the RFP. All pages of the proposal should be numbered. Each paragraph should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-number should be cross repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within an area of the requirement of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

E. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in this single volume.

VII. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be submitted as one (1) bound volume and be as thorough and detailed as possible so that the Organization may properly evaluate the Offeror's capabilities to provide the required goods/services. Offerors are required to submit the following as a complete proposal: ***(Please submit in order indicated below):***

A. All Required Forms (located in Appendix B of RFP). All forms shall be signed and/or completed as required.

B. The Offeror shall provide a concise description of its work experiences as they relate to the Scope of Work (Attachment 2) outlined herein including, but not limited to:

1. A brief history of the firm, including the number of years in business, the size of the firm, and the location of the office from which the work is to be done.

2. Provide statement of financial stability. Submit a copy of most recent annual audited financial statement if this is a public document.

3. Provide documentation showing a minimum of five (5) years' demonstrated experience, preferably with public sector/government organizations, and any other specialized services.

4. Provide a brief description of your organization structure.

5. Describe Affirmative Action and DBE Participation: Consultant shall present documentation to describe its compliance with the Federal and State nondiscrimination laws and regulations and its Small/Woman and Minority (SWaM) owned and Disadvantaged Business Enterprise (DBE) activities.

6. Describe staff and other resources which will be assigned to this contract. Include resumes of those individuals to include years of experience with similar successful contracts comparable to the requirements contained in the solicitation, and years with the Offeror.

7. Exceptions to RFP. Please provide any exceptions to the terms of this RFP that you feel are necessary in order to fulfill this solicitation.

VIII. DISCLOSURE OF PROPOSAL CONTENTS:

Offerors should be aware that the terms of the contract awarded pursuant to the RFP are public information. During the RFP submission and evaluation process, all proposals will be held in confidence and will not be revealed to or discussed with competitors, unless disclosure is required to be made by law or by court ruling. The Organization may use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this provision.

IX. SUBMITTAL PROCESS AND INFORMATION:

One (1) original **(specifically marked "Original")** and five (5) copies of the proposal shall be submitted. Facsimile copies will not be accepted. The Organization will accept proposals until 4:00 PM on Monday, February 29, 2016 delivered to:

Nancy K. Collins
CFO/Procurement Officer
HRPDC/HRTPO
Regional Building
723 Woodlake Drive
Chesapeake, VA 23320

Offerors that submit a response to this RFP may be required to make an oral presentation of their proposal with participation by key personnel. The Organization reserves the right to request clarification of information submitted. Failure to provide this additional information within a reasonable time period, as specified by the Organization, shall be reason for the Offeror's proposal to be considered non-responsive. These oral presentations usually take the form of a presentation by the offeror, then a period of Q&A by the evaluation committee.

The Organization shall not be responsible for any expense incurred by the Offeror in preparing and submitting a proposal, for answering any subsequent inquiries, interviews for evaluation or contract negotiations. All submissions are final, and may not be withdrawn.

The Organization will only provide information (or access to same) which is readily available and does not propose to prepare any further special reports. The Organization reserves the right to charge its normal fees for materials copied.

The right is reserved, as the interests of the Organization may require, to revise and/or amend the specifications prior to the date set for acceptance of proposals; the acceptance date may be postponed if deemed necessary by the Procurement Officer. Such revisions and amendments, if any, will be announced by an addendum to this solicitation on the website(s).

Late Proposals: To be considered for selection, proposals must be received in the Regional Building by the designated date and hour (see Section IV). Proposals received after the date and hour designated will be disqualified and will not be considered. The Organization is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the Organization by the designated date and hour. Receipt of the proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next business day.

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

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

Withdrawal or Revision of Proposals: 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.

Any proposer may modify his/her proposal by facsimile communication at any time, provided such communication is received by the Organization 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.

Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; **however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary** (§2.2-4342F of the *Code of Virginia*). ***Please reference Form 9 when replying to this section.***

X. SELECTION CRITERIA:

An Evaluation Committee, composed of representatives of the Organization, will evaluate each proposal received and submit a recommendation to the Procurement Officer. The Organization will evaluate each proposal pursuant to its standard procurement procedures consistent with the procurement of services through competitive negotiation. Selection will be made on the basis of the following factors. All factors will be scored based solely on the Organization's evaluation of both the proposals and as a result of the oral presentations.

A. Evaluation: Proposals shall be evaluated using the following criteria:

Factors		Point Value
Capabilities, Skills, and Experience		20%
Resources		10%
Accessibility of firm and key personnel		20%
SWaM or SWaM subcontracting Plan		20%
Cost of Services		30%
	Total	100%

B. After the Evaluation Committee's initial evaluation of the proposals, the committee may, if necessary, hold interviews with the top ranked proposers. Proposers selected for an interview will be contacted at least three days before the Oral Presentations date noted in Section IV. Each interview will be no more than 60 minutes, with a consultant's presentation limited to not more than 20 minutes. Any area of specific concern will be identified before the interview. The Organization reserves the right to select a consultant based both on written proposals and the oral interviews. If interviews are required, they will be held on the date noted in Section IV.

XI. AWARD OF CONTRACT:

A. Selection shall be made of one or more reasonable and responsive Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if so stated in the request for proposal. The evaluation criteria and oral presentations will factor into this selection. Negotiations shall then be conducted. In the case of non-professional services or goods, price shall be considered, but may not be the sole determining factor. After negotiations have been conducted, the evaluation committee shall select the Offeror, which, in their opinion, has made the best proposal and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the request for proposal, awards may be made to more than one Offeror. Should the evaluation committee determine, in writing, that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. The Organization 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. The Organization reserves the right to reject any proposals if investigation of such proposers fails to satisfy the Organization that such proposer is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents.

C. The Organization may cancel this Request for Proposals at any time prior to an award, and is not required to furnish a reason why a particular proposal was not deemed the most advantageous.

D. The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contact. In case of any conflict between the **RFP** and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise. Please identify any "Exceptions to RFP." In the case of any conflict between the **Proposal** and any other contract documents, the Contract shall take precedence.

E. 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 goods/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.

XII. PRICING SCHEDULE:

Proposals shall provide pricing based on the requirements and terms set forth in the RFP. Pricing shall be all-inclusive covering every aspect of the contract. No additional fees shall be added unless authorized by the Organization.

The Organization is looking for a monthly fee for all work listed in the Statement of Work, Attachment 2. An additional fee may be negotiated for any duties requested outside of this Scope of Work.

APPENDIX A

SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS
GOODS AND NON-PROFESSIONAL SERVICES

A. VENDORS' MANUAL
B. APPLICABLE LAWS AND COURTS
C. ANTI-DISCRIMINATION
D. ETHICS IN PUBLIC CONTRACTING
E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
F. DEBARMENT STATUS
G. ANTITRUST
H. MANDATORY USE OF ORGANIZATION FORMS AND TERMS AND CONDITIONS
I. CLARIFICATION OF TERMS
J. PAYMENT
K. PRECEDENCE OF TERMS
L. QUALIFICATIONS OF BIDDERS OR OFFERORS
M. TESTING AND INSPECTION
N. ASSIGNMENT OF CONTRACT
O. CHANGES TO THE CONTRACT
P. DEFAULT
Q. TAXES
R. USE OF BRAND NAMES
S. TRANSPORTATION AND PACKAGING
T. INSURANCE
U. ANNOUNCEMENT OF AWARD
V. DRUG-FREE WORKPLACE
W. NONDISCRIMINATION OF CONTRACTORS
X. AVAILABILITY OF FUNDS
Y. TERMINATION OF CONTRACT
Z. COOPERATIVE PROCUREMENT
AA. LITIGATIONS WITH THE ORGANIZATION
BB. PRIOR DEFAULTED CONTRACTS
CC. CRIMINAL CONVICTIONS
DD. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A. **VENDORS' MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors' Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors' Manual*. A copy of the manual is accessible on the Internet at: http://eva.state.va.us/ under "Manuals."

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in an appropriate state court of jurisdiction in the City of Chesapeake, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Organization that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursement made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(Code of Virginia,* § 2.2-4343.1E*)*

In every contract over $10,000.00, the provisions in 1. and 2. below apply:

1. During the performance of this contract, 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, 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 these nondiscrimination clauses.

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

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

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their 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 of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not, and will not during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.

F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Organization all rights, title and interest in and to all causes of 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 Organization under said contract.

H. **MANDATORY USE OF ORGANIZATION FORMS AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Organization reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror must contact, in writing, the Procurement Officer whose name appears on the face of the solicitation by the date stated for questions. Any revisions to the solicitation will be made only by addendum issued by the Procurement Officer.

J. **PAYMENT:**

1. To Prime Contractor:
    a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Contract Number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. 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 however.

c. All goods or services provided under this contract or purchase order that are to be paid for with public funds, shall be billed by the contractor at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of bank transfer.

e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Organization shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* SS 2.2-4363).

2. <u>To Subcontractors:</u>

a. A Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Organization for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the department and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Organization, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Organization.

K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall take precedence.

L. **QUALIFICATIONS OF OFFERORS:** The Organization may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Organization all such information and data for this purpose as may be requested. The Organization reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities.

The Organization further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Organization that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Organization reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the advance written consent of the Organization.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

a. The parties may agree, in writing, to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

b. The Procurement Officer may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give the Procurement Officer a credit of any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Procurement Officer's right to audit the Contractor's records and/or to determine that correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Procurement Officer with all vouchers and records of expenses incurred and savings realized. The Procurement Officer shall have the right to audit the records of the Contractor as deemed necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Officer within thirty (30) days from the date of receipt of the written order from the Procurement Officer. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving dispute provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors' Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Procurement Officer or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Organization, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies with the Organization may have.

Q. **TAXES:** Sales to the Organization are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Organization's tax exemption registration number is: 54-1545555.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer names, but conveys the general style, type, character, and quality of the article desired. Any article which the Organization, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature catalog cuts and technical detail to enable the Organization to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
(N/A FOR SERVICE CONTRACTS)

S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
(N/A FOR SERVICE CONTRACTS)

T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Coverages afforded under the required policies listed below shall not be canceled by the Contractor or allowed to lapse or expire. However, in the event that any insurance coverage required under this Agreement is canceled by the insurance company or lapses due to no fault of the Contractor, Contractor shall (i) provide the Organization with not less than thirty (30) calendar days prior written notice that said insurance policy has lapsed or has been canceled due to no fault of Contractor and (ii) restore said insurance policy with the same insurance company or obtain a replacement insurance policy that satisfied the insurance obligations required in this Agreement within thirty (30) calendar days from the date of any notice to Contractor that its insurance policy has been canceled or has lapsed.

The Organization must be named as an additional insured on the insurance certificate reflecting Commercial General Liability and other insurance coverages.

INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Workers' Compensation – Statutory requirements and benefits.

b. Employer's Liability - $1,000,000.

c. Commercial General Liability: A minimum of $1,000,000. Combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage *(to extend for 2 years past the work completion date)*.

d. Automobile Liability - $1,000,000 – Combined single limit. *(Only used if motor vehicle is to be used in the contract.*)

e. Professional Liability Insurance: The Consultant shall maintain during the life of this contract such Professional Liability Insurance, *including Bodily Injury and Property Damage if excluded in Commercial General Liability coverage required above*, as to protect the Consultant, the Consultant staff, or by any subcontractor or anyone directly or indirectly employed by either of them against claims for damages, including protection of the

Organization. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

a. $1,000,000 each incident

b. $2,000,000 aggregate

NOTE: If a Contractor for professional services states there is property damage and bodily injury coverage equivalent to above within the Professional Liability policy that shall be specifically stated on the Insurance Certificate form.

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over $25,000, as a result of this solicitation, the Procurement Officer will publically post such notice on the Organization's websites (www.hrpdcva.gov / www.hrtpo.org) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, *"drug-free workplace"* means a site for the performance of work done in connections with a specific contract awarded to a Contractor, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession of use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the Organization shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Organization shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Y. **TERMINATION OF CONTRACT:** The Organization may terminate the contract for cause or for convenience after giving thirty (30) days' notice in writing to the Contractor. The written notice shall state whether the termination is for convenience or cause.

Termination for Cause: If the Contractor should breach the contract or fail to perform the services required by the contract, the Organization may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract by delivering a written cure notice to the Contractor. If the Contractor shall fail to remedy the breach within the time allotted by the Organization, the contract may be terminated by the Organization at any time thereafter upon written notice to the Contractor or, in the alternative, the Organization may give such extension of time to remedy the breach as the Organization determines to be in its best interest. The Organization's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Organization's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the Organization for the costs and expenses incurred in securing a replacement contractor to fulfill the obligations of the contract. In the event a Cure Notice is required, the Organization will use the address provided to the Organization in bids or proposals. It shall be the Contractor's responsibility to notify the Organization in writing within 10 days of knowing a change of address. The written notice shall include the Organization's contract number and the effective date of the address change.

In the event the Contractor breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the Organization reserves the right, in its sole discretion, to terminate for cause any other open contract the Contractor has with the Organization.

Termination for Convenience: The contract may be terminated by the Organization in whole or in part for the convenience of the Organization without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time as to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the Organization, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the Organization for delivery to the Organization of all products of the services for which the Contractor has or will receive compensation.

Delivery of Materials: Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the Organization all products or services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Organization within thirty (30) days of the Notice of Termination of the Contract. Failure to do so may result in action for "breach of contract" or "failure to perform."

Compensation Due the Contractor: Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the Organization. Said fees which have been earned shall be billed to the Organization in accordance with the normal billing process, but in no case later the sixty (60) days after the last work is performed. Any termination by the Organization for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the Organization.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than sixty (60) days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the granting agency.

Z. **COOPERATIVE PROCUREMENT:** Any resultant contract of this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this bid. The successful Vendor/Contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

AA. **LITIGATION WITH THE ORGANIZATION:** The Organization, in its sole discretion, may choose not to make an award to an Offeror who is in litigation with the Organization at the time of proposal evaluation. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the Offeror is in litigation with the Organization at the time of the proposal evaluation.

BB. **PRIOR DEFAULTED CONTRACTS:** The Organization, in its sole discretion, may choose not to make an award to an Offeror who has previously defaulted on a contract with the Organization. This provision also applies any parent company, principal, officer, or wholly owned subsidiary of the Offeror has previously defaulted on a contract with the Organization.

CC. **CRIMINAL CONVICTIONS:** The Organization, in its sole discretion, may choose not to make an award to an Offeror if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of any felony or of a misdemeanor involving moral turpitude in the past ten (10) years.

DD. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* 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. 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.

APPENDIX A

SECTION II

SPECIAL TERMS AND CONDITIONS
GOODS AND NON-PROFESSIONAL SERVICES

ADVERTISING
AUDIT
CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
CONTINUITY OF SERVICES
IDENTIFICATION OF BID/PROPOSAL ENVELOPE
INDEFINITE DELIVERY/INDEFINITE QUANTITY
INDEMNIFICATION
MINORITY/WOMEN-OWNED BUSINESSES
PROJECTED REQUIREMENT/ESTIMATED QUANTITIES
PROPOSAL ACCEPTANCE PERIOD
STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

ADVERTISING: In the event a contract is awarded for services resulting from this proposal, no indication of such contract or the provision of services to the Organization will be used in the contractor's literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Organization or any department or agency of the Organization has purchased or uses its services.

AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Organization, whichever is sooner. The Organization auditors shall have full access to the right to examine any of said materials during said period.

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients shall be collected and held confidential, during and following the term of this agreement, and shall not be divulged without the individual's and the Organization's written consent and only in accordance with federal and state Code. Contractors 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 Organization of any breach or suspected breach in the security of such information. Contractors shall allow the Organization to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

CONTINUITY OF SERVICES:

a. The Contractor recognizes that the services under this contract are vital to the Organization and must be continued without interruption and that, upon contract expiration, a successor, either the Organization or another contractor, may continue them. The Contractor agrees:

    1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

    2. To make all Organization owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor.

    3. That the Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.

c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro-rate portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

IDENTIFICATION OF PROPOSAL PACKAGE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From _____ _____ _____
Name of Offeror Due Date Time

_____ _____
Street or Box Number RFP No.

_____ _____
City, State, Zip Code RFP Title

Name of Procurement Officer:_____

The envelope/package should be addressed as directed on Page 2 of this solicitation.

If a proposal is mailed, the Offeror takes the risk that the package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the package.

INDEFINITE DELIVERY/INDEFINITE QUANTITY: This is an indefinite delivery/indefinite quantity contract for the goods/services specified and effective for the period stated. The Organization shall order the goods/services specified in the price schedule and the Contractor shall furnish them when ordered.

The Contractor shall complete any order issued during the effective period of this contract and not completed within the contract period within the time specified in the order. The contract shall govern the Contractor's and Organization's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; that the Contractor shall not be required to make any delivery under this contract after thirty (30) days of the expiration of the contract.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Organization, its officers, agents, and employees for any and all damages arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance of the contract.

MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms are available through the Commonwealth's eVA procurement system. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement Officer, on a quarterly basis, the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

Disadvantaged Business Enterprises and Disadvantaged Minority Business Enterprises:

The recipient in accordance with *Title VI of the Civil Rights Act of 1964, 78 stat. 252 US C 2000d-2004d-4* and *Title 49 CFR Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation,* issued pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

It is the policy of the Organization 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. The Commonwealth's new Department of Small Business and Supplier Diversity (SBSD) has encompassed both SWaM (Small, Women-owned, and Minority-owned Business) and the DBE (Disadvantaged Business Enterprise). This Department can be found at www.dmbe.virginia.gov. This department will coordinate certification for these types of vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that SBSDs 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 SBSDs to solicit their interest, capability and qualifications. Any agreement between a consultant and an SBSE whereby the SBSD promises not to provide services to other consultants is prohibited. The Organization believes that these services support 6% SBSD participation. If a SBSD is not certified, the DBE must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If a SBSD 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. SBSD prime consultants are encouraged to make the same outreach efforts as other consultants. SBSD credit will be awarded only for work actually being performed by the SBSD themselves. When a SBSD prime consultant, or sub-consultant, subcontracts work to another firm, the work counts toward DBE goals only if the other firm is itself a SBSD. A SBSD must perform or exercise responsibility for at least 30% of the total cost of the contract with its own force.

The Organization actively solicits SBSDs (including Small, Women- and Minority-owned (SWaM) and DBE (Disadvantaged Business Enterprise)) businesses to respond to all Invitations for Bids and Requests for Proposals.

PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to *Code of Virginia* §2.2-4311.2(b), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 **is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC).** Any Offeror that is not required to be authorized to transact business in the Commonwealth s a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. (**Form 8**)

APPENDIX B

REQUIRED FORMS

Form 1:	Cover Sheet
Form 2:	Signature Letter on Corporate Letterhead
Form 3:	Addenda - signed
Form 4:	Certification of Compliance with Immigration Laws and Regulations
Form 5:	Litigation Disclosure Form
Form 6:	Vendor Certification Verification Form
Form 7:	DBE Participation Statement
Form 8:	State Corporation Commission Identification Number
Form 9:	Proprietary Information
Form 10:	References
Form 11:	Lobbyist Disclosure Form

FORM 1
COVER SHEET

RFP#:_____ RFP TITLE:_____

In compliance with this Request for Proposal, and to all the conditions imposed therein and hereby incorporated by reference, the Undersigned offers, and agrees to furnish goods/services requested in this solicitation.

THIS SECTION TO BE COMPLETED BY OFFEROR:

NAME AND ADDRESS OF FIRM:

_____ Date:_____

_____ By:_____
(Sign in Ink)

_____ Name:_____
(Please Print)

_____ Zip Code:_____ Title:_____

FEI/FINT No.:_____ Phone:_____Fax:_____

Email:_____ Website:_____

CONTACT INFORMATION (*if differs from above***):**

Name:_____ Email:_____

Title:_____ Office Phone:_____

Address:_____ Mobile Phone:_____

_____ Facsimile Phone:_____

FORM 2
PROPOSAL SIGNATURE SHEET
(Must be submitted on your corporate letterhead)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or §59.109.1 through 59.1-9.17 or § 59.1-68.6 through 59.1-68.8 of the Code of Virginia. In addition, my signature certifies that the Offeror has been made aware of the initial Request for Proposals, as well as any and all addenda.

Certification of Eligibility: 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.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF
OFFEROR:_____

ADDRESS:_____

_____

FED ID NO.:_____

SIGNATURE:_____

PRINTED
NAME:_____

TITLE:_____

TELEPHONE:_____

E-MAIL:_____

FAX:_____

DATE:_____

FORM 3

ADDENDA RECEIVED AND ACKNOWLEDGED

By signing this form, Offeror acknowledges receipt of any and all Addenda published after initial RFP was issued. *(Attach copy of all such Addenda following this form.)*

Receipt of addenda acknowledged:

_____
Signature

_____
Date

FORM 4

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

The Organization requires that any person or entity doing business with the Organization, including its boards and commissions, shall include a sworn certification by the Contractor or Vendor of compliance with all federal immigration laws and regulations. These laws include the *Federal Immigration Reform and Control Act*, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and §40.1-11.1 of the *Code of Virginia*, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the Organization or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Contractor or Vendor:
(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

Type of Business Entity:

_____Sole Proprietorship (Provide full name and address of owner):

_____Limited Partnership (Provide full name and address of all partners):

_____General Partnership (Provide full name and address of all partners):

_____Limited Liability Company (Provide full name and address of all managing members):

_____Corporation (Provide full name and address of all officers): *(on separate sheet, attached)*

Doing Business As: (If Applicable):
(Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (if different from physical address):

Number of Employees:

Are all Employees Who Work in the United States Eligible for Employment in the United States?

_____Yes _____No

Under penalties of perjury, I declare on behalf of the Contractor/Vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's/Vendor's employees who work in the United States are eligible for employment in the United States as required by the *Federal Immigration Reform and Control Act of 198*6 and §40.1-11.1 of the *Code of Virginia*. I further declare on behalf of the Contractor/Vendor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this _____day of _____, 20__ on behalf of _____ as evidenced by the following signature and seal:

Name of Contractor/Vendor:_____

Printed Name of Signatory:_____

Signature:_____

Date:_____

STATE OF _____:

CITY/COUNTY OF _____to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

_____
Notary Public

Registration No:_____ My Commission expires:_____

FORM 5

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate line. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, "you" means the individual or entity in whose name the bid or proposals were submitted.

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years?

_____Yes _____No

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been terminated (for cause or otherwise) from any work being performed for the Organization or any other governmental or private entity during the last ten (10) years?

_____Yes _____No

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been involved in any claim or litigation with the Organization or any other governmental or private entity during the last ten (10) years?

_____Yes _____No

Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the Organization or any other governmental or private entity during the last ten (10) years?

_____Yes _____No

If you answered "Yes" to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. <u>Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal</u>.

FORM 6

VENDOR CERTIFICATION

VERIFICATION FORM

Vendor Name: _____

Vendor Address: _____

_____

Contact Person: _____ Title: _____

E-mail Address: _____ Phone: _____

Vendor Fax: _____

CERTIFICATIONS

DBE CERTIFICATION ○ CERTIFICATION #: _____

CERTIFYING AGENCY: _____

NAICS CODE: _____ DESCRIPTION: _____

_____

SWaM CERTIFICATION ○ CERTIFICATION #: _____ SWaM TYPE___

SERVICE DISABLED VET ○ CERTIFICATION #: _____ DATE _____

EXP DATE: _____ CERTIFYING AGENCY: _____

MINORITY INDICATOR

☐ African American ☐ Asian Indian ☐ Asian Pacific

☐ Hispanic American ☐ Native American

☐ Non-Minority Woman

Submit to: Nancy Collins, CFO; Fax: (757) 523-4881; E-mail: ncollins@hrpdcva.gov

FORM 7

DBE PARTICIPATION STATEMENT

Offeror's Name:_____

Offeror (____is) (____is not) a certified Disadvantaged Business Enterprise (DBE)

Offeror (____is) (____is not) a Small/Women and/or Minority Business (SWaM)

SUB-CONTRACTING SECTION:

Expected percentage of contract fees to be sub-contracted to DBE(s)/SWaMs: _____%.

If the intention is to subcontract a portion of the contract fees to DBE(s)/SWaM(s), the proposed sub-consultants are as follows:

DBE/SWaM Sub-Consultant(s)	Type of Work/Commodity
_____	_____
_____	_____
_____	_____

OTHER Sub-Consultant(s) [Not DBEs/SWaMs]	Type of Work/Commodity
_____	_____
_____	_____
_____	_____

By:_____

Title:_____

Date:_____

FORM 8

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to *Code of Virginia* §2.2-4311.2(b), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 **is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC).** Any Offeror 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 is required to include in its proposal a statement describing why the Offeror is not required to be so authorized.

SCC Identification Number:_____ **(REQUIRED)**

FORM 9

PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and **must identify the data or other materials to be protected and state the reasons why protection is necessary** (§2.2-4342F of the *Code of Virginia*).

Please enclose all proprietary information in a sealed envelope and attach ONLY to the ORIGINAL proposal.

Below, please reference appropriate page numbers, Section numbers, paragraph numbers, etc. where this data should be inserted, along with an explanation as to why it is proprietary and protected by §2.2-4342F of the Code of Virginia.

FORM 10

REFERENCES

Name of Firm:

Address:

Contact:
Name:
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Phone
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Years in Relationship:_____
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Name of Firm:

Address:

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Years in Relationship:_____
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Name of Firm:

Address:

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Years in Relationship:_____

REFERENCES (cont.)

Name of Firm:

Address:

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Years in Relationship:_____
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Name of Firm:

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Years in Relationship:_____

FORM 11
LOBBYIST DISCLOSURE FORM

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification is a material representation of the fact on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into the transaction imposed by §1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned state, to the best of his or her knowledge and belief, that:
If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instruction. Submission of this statement is a prerequisite for making or entering into this accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by §1352, title 31, U.S. Code. Any person who fails to file the required statement shall subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
Applicant's Organization:

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

_____ _____
Printed name of authorized representation Title of authorized representation

_____
Signature Date

ATTACHMENT 1
NONDISCRIMINATION
USDOT 1050.2

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *(Recipient)* or the *(Name of Appropriate Administration)* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *(Recipient)*, or the *(Name of Appropriate Administration)* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the *(Recipient)* shall impose such contract sanctions as it or the *(Name of Appropriate Administration)* may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the *(Recipient)* or the *(Name of Appropriate Administration)* may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the *(Recipient)* to enter into such litigation to protect the interests of the *(Recipient)*, and, in addition, the contractor may request
the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT 2

SCOPE OF WORK

The Contractor shall provide the following:

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

1. The cost to provide toilet paper, towels, urinal deodorizers, all compatible with the provided dispensers.

2. The cost of floor washing, waxing, buffing, stripping, and sealing compounds.

NOTE:
The cost of all cleaning and maintenance materials shall be included in the price. 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. This will include all cleaning equipment such as lint-free mops, sponges, buffers, vacuums, rags, etc.

The signature of an authorized company representative who can certify compliance with all of the bid requirements will be required.

Working Hours: Janitorial work will be performed daily between 5:00 PM and 11:00 PM Eastern Standard Time, Monday through Friday.

Exception: Floor stripping/waxing will be pre-scheduled with the General Services Manager for Organization's non-working hours.

Easily Moved Furniture and Equipment: Will cover such items as chairs, trash cans, tables, etc. weighing 50 lbs. or less.

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 serviced, all items moved shall be returned to original positions. Separate mops and buckets will be used for kitchens and bathrooms.

2. **Floor Care-Sweeping/Dust Mopping:** NIGHTLY. 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:** NIGHTLY: Floors and baseboards shall be damped mopped, and shall be kept free of dust, dirt, streaks, smears, stains, detergent films, and standing water.

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:** NIGHTLY. 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:** THREE TIMES A YEAR. 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:** NIGHTLY. 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:** AS NEEDED. Trash containers, including all trash cans, and large trash containers used for collecting trash from individual rooms as described above, shall be washed and disinfected. The washed trash containers shall contain no debris, soil, foreign materials, or unsightly stains.

Restrooms and Kitchen:

1. **General Cleaning:** NIGHTLY. 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 bge 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” (one 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 kitchens. 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:** NIGHTLY. 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:** NIGHTLY. 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:** NIGHTLY. 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:** NIGHTLY. 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.

5. **Interior Glass Cleaning:** NIGHTLY. 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:** NIGHTLY. 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:** ONCE A WEEK. 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:** AS NEEDED. All supply and return vents are to be cleaned in place. The cleaning solution shall be non-corrosive liquid-approved by the General Services Manager prior to any cleaning of vents.

9. **Chair Cleaning, Including Base:** AS NEEDED. Chairs, including bases, shall be kept free of lint, dust, dirt, hair, and stains.

10. **Clean Blinds:** AS NEEDED. Blinds shall be wiped in place so as to remove all surface dust and dirt.

Organization Furnished Property and Services

1. **Organization Furnished Space:** Organization will provide the Contractor the use of HRPDC facilities. Storage spaces and gear lockers will be made available to the Contractor for storage of bulk supplies and equipment which is used in the performance of the work in the contract when space is available. The General Services Manager shall provide the location of space available for storing buld supplies and equipment. Location may change at any time. The Contractor shall keep the spaces assigned 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 the General Services Manager.

2. **Organization Furnished Material and Equipment:** None

3. **Organization Furnished Utilities:**
    a. **Availability of Utilities:** Organization 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 will be provided by the General Services Manager. 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 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 the General Services 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 the Contractor's duties. Any emergency type situations shall be reported immediately to the General Services Manager at 757 420-8300 days, Monday – Friday; 757 714-1204 evenings and weekends.