



Request for Proposals

JANITORIAL SERVICES

Issue Date: April 2, 2021

The Harrisonburg Rockingham Community Services Board (HRCSB/CSB) is soliciting proposals from interested cleaning vendors to provide janitorial services at a new office complex that will serve as the CSB's primary office located at 1241 North Main Street, as well as a residential seven bed program located at the same site, and at the McNulty Center for Children and Families located at 463 East Washington Street, all located in Harrisonburg Virginia.

Proposals will be received until 4:00 p.m. on April 22, 2021

Questions concerning this Request for Proposal should be directed to:

Holly Albrite, Project Manager

halbri@hrccb.org

(540) 434-1941

Offer and Agreement

In compliance with this Request for Proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm: _____

Address: _____

By: _____

Title: _____

Date: _____

Phone No.: _____

Fax No.: _____

FEI/FIN No.: _____

Completed By (Print): _____

Signature and Date: _____



HRCSB does not discriminate against small and minority businesses or faith-based organizations in accordance with the Code of Virginia 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

INTRODUCTION

The Harrisonburg-Rockingham Community Services Board is a public agency providing community-based mental health, developmental, and substance use services to local residents since 1972. The construction of a new office building is scheduled to be completed in early June of 2021. In addition to the new structure, the North Main Street location includes a two story structure, known as Arbor House, which houses a 7 bed crisis residential program and second floor office space. The CSB also has offices at the McNulty Center located at 463 E. Washington Street.

SCOPE OF WORK

HRCSB seeks an experienced and reputable company to provide comprehensive janitorial services. In an effort to obtain the best possible service, this RFP will rely upon the knowledge of the companies and contractors that perform these functions daily to provide input as to methods of cleaning, supplies to be used and schedules to be followed.

With the increase in space, the CSB is soliciting janitorial cleaning services for the new building at 1241 North Main Street which is approximately 51,000sf, Arbor House which is approximately 3,000sf on each of the two floors, and the McNulty Center which is approximately 9,300sf. Unless otherwise specified, information in the RFP related to Arbor House will only pertain to the first floor of the structure. A floor plan for the 1241 North Main Street new construction is included with this document.

SERVICE REQUIREMENTS

- Provide all customer service, labor, materials, equipment, and supplies necessary to provide clean buildings and work environments in a responsible, safe, cost efficient, and environmentally friendly manner.
- Perform services in accordance with the most stringent of applicable federal, state, and local codes and regulations. In addition, the offeror shall follow all applicable standard industry practices.
- Be responsible for general cleaning of the buildings to include but not limited to
 - Trash: all internal and external cans to be emptied, collected into larger bags and placed into dumpsters on site
 - Sweeping of exterior entrances
 - Cleaning interior windows and surfaces



- Cleaning interior solid surfaces in all areas of building
- Cleaning and vacuuming all interior office, work, and living area floors to include hallways, elevators, and stairwells
- Dusting furniture, doors, and baseboards
- Removal of trash in and around parking lots
- Refilling dispensers with products provided by the CSB
- Wiping down of kitchen surfaces
- Cleaning and sanitizing all restrooms

SCHEDULE

The CSB office locations are open Monday through Friday from 8:00 am, closing at 5:00 pm with some evening hours several days a week at the Main Street location. Arbor House is a 24/7 program serving up to 7 individuals at a time. The second floor of Arbor House will not currently be occupied and will not need to be cleaned on a regular schedule. Approximately 120 staff will have offices in the new building with approximately 200+ daily visitors to the building. The McNulty Center will house approximately 40 staff but will not have regular visitors in the building. Work spaces at both office locations includes individual offices and open work areas with cubicle work spaces, waiting rooms, meeting rooms, restrooms, reception areas and kitchen/breakroom facilities. The residential site includes several offices and staff work areas, two restrooms, and a kitchen and living area. Bedrooms are cleaned by program staff.

The CSB is seeking a qualified vendor to provide janitorial services at an anticipated frequency of up to five (5) days per week at the Main Street location, three (3) days per week at Arbor House, and two (2) days per week at McNulty Center. The CSB reserves the right to adjust those schedules should the needs and scope of services change or upon consultation and agreement with the selected vendor. Off-hour cleaning is required at office locations and early morning cleaning (around 8:00 am) at Arbor House. Proposals shall provide a recommended cleaning schedule, including hours and days of the week with their proposal submission.

SUPPLIES, MATERIALS, & EQUIPMENT

The vendor shall provide all cleaning products, materials, and equipment needed to perform the services described herein. The CSB shall provide toiletry stock items, paper towels and toilet paper. All products and equipment used by the Contractor in the performance of services shall meet the appropriate EPA and OSHA Standards. No cleaning equipment shall be provided by the CSB. Space will be provided at each location for janitorial equipment and supplies.

PERSONNEL QUALIFICATIONS

The vendor shall have a supervisor(s) fully trained with experience in cleaning supervision sufficient in scope to meet the expectations of the work and shall also have experience training employees in the type of work they are supervising, and strong communication and customer service skills. The supervisor(s) shall be available at all



times when work is in progress. All vendor personnel shall be trained and skilled in the work they will perform and in operating the necessary equipment.

SITE SECURITY & SAFETY

- While on CSB premises, all vendor employees will follow all fire, safety, and other security regulations. Failure to comply with any part of facility security and confidentiality will be a violation of the terms of the agreement and may result in its termination.
- Vendor employees shall not be accompanied in their work area by acquaintances, family members or any other person who is not an employee of the vendor.
- The vendor supervisor will be provided with agency access badges and keys necessary to access the office buildings to provide janitorial services during off hours.
- The vendor supervisor will be responsible for maintaining all badges and keys and immediately reporting any loss to the designated CSB personnel.
- The vendor will carry and maintain appropriate insurance coverage and will provide the CSB with a Certificate of Insurance and an Additional Insured Endorsement prior to beginning work.

CONFIDENTIALITY

As a public behavioral healthcare setting, strict adherence to confidentiality expectations is of utmost importance and the vendor will be required to sign, understand, and abide by the agency's confidentiality agreement and to train their employees on these expectations. Failure to follow confidentiality expectations will result in termination of the agreement.

PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on Thursday April 15, 2021 at 10:00 am. Building plans will be further shared and site tours provided where possible. **The CSB must be notified in advance of planned attendance by emailing halbri@hrccb.org**

This solicitation, if awarded, will comply with the terms and conditions of the CSB Procurement Policies and Procedures. Any costs incurred by the offeror in preparing or submitting a proposal are the offeror's sole responsibility; the CSB will not reimburse any offeror for any costs incurred as a result of the preparation of this RFP.

Submittals in 2 copies, and one digital copy, marked "A PROPOSAL FOR JANITORIAL SERVICES" shall be addressed to:

Harrisonburg Rockingham Community Services Board
Attn. Holly Albrite
1241 North Main Street
Harrisonburg, VA 22802



PROPOSAL REQUIREMENTS

The sealed envelope containing the proposal shall be labeled on the outside. Any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the responsibility of the offeror to ensure their proposal is received by the CSB by the due date and time. The CSB reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities, and to accept a proposal which is deemed to be in the best interest of the CSB.

Responses should be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities to satisfy the requirements of this request.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

EVALUATION CRITERIA

The offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. Proposals must contain the following information in **sections numbered as below:**

1. History and location of the firm including length of time in business, the number of customers and the number of employees.
2. Experience in providing cleaning services in similar office facilities, noting any experience in healthcare setting
3. Insurance coverage carried by the offeror
4. Specific training and performance monitoring provided to employees
5. Approach to janitorial services, demonstrated understanding of the work required and how the firm will perform the scope of work
6. Proposed schedule of work and sample checklist of janitorial services and frequency that checklist items will be done
7. Proposed monthly cost of services



8. Contact information for at least two references from current (within the past year) clients

SELECTION PROCESS

The CSB may, but is not required to interview any or all offerors. At any time during the interviews/negotiations, the CSB may terminate all and re-advertise.

After receipt of proposals and any discussions deemed to be needed, the following criteria will be used in making a selection:

1. Experience and past performance
2. Ability to provide the required services on a schedule and frequency determined by the agency
3. Thoroughness and frequency of performance of various janitorial activities in a manner that is compatible with the agency's mission and delivery of services
4. Cost

The following Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the Community Services Board unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the CSB is subject to the provisions of CSB Procurement Policies and Procedures which comply with the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and any proposal and resulting agreement shall be governed by the same. A copy of the CSB procurement manual is available for review at the CSB office upon request. While the CSB may accept additional or modified language if submitted with the proposal, those conditions mandated by the VPPA are mandatory and non-negotiable.

TERMS AND CONDITIONS

BID/PROPOSAL ACCEPTANCE PERIOD: Unless otherwise specified, all bids/proposals submitted shall be binding and may not be withdrawn for sixty (60) days following the bid/proposal opening date and time, unless extended by mutual consent of all parties. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

CANCELLATION OF SOLICITATIONS: An Invitation to Bid, Request for Proposal or any other solicitation may be cancelled or rejected, but shall not be



cancelled or rejected solely to avoid awarding a contract to a particular responsive and responsible bidder/offeror. The reasons for cancellation shall be made part of the contract file.

CLARIFICATION of TERMS: If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the person identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the CSB.

CONFLICT OF INTEREST/COLLUSION: Contractor certifies by signing their bid/proposal submission to the CSB, that no conflict of interest or collusion exists between the Contractor and CSB that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the CSB.

DEBARMENT STATUS: By signing their bid/proposal, the bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts from any agency, public entity/locality or authority of the Commonwealth of Virginia, nor are they an agent of any person or entity that is so currently debarred.

ERRORS IN BIDS/PROPOSALS: When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

ETHICS IN PUBLIC CONTRACTING: 2.2-4371 By submitting their bids/proposals, the bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

EXCUSABLE DELAY: The CSB shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the CSB. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the CSB.

LICENSES, PERMITS and FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. At or prior to delivery of the signed contract, the bidder/offeror to whom the contract is awarded shall deliver to the CSB a copy of their Business License (if applicable). The bidder/offeror shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. The bidder/offeror must have all necessary licenses to perform the



services in the Commonwealth of Virginia and, if practicing as other than an individual, be authorized to do business in the Commonwealth of Virginia.

MANDATORY USE of TERMS and CONDITIONS RFP: Failure to submit a proposal in the format identified for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the RFP may be cause for rejection of the bid/proposal. The CSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid/ proposal which has been modified.

PUBLIC INSPECTION OF CERTAIN RECORDS: 2.2-4342 Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2-3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

REVISIONS to the OFFICIAL ITB/RFP: No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the bidder/offeror.

TAXES: Sales to the CSB are normally exempt from State sales tax. Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. The CSB may also be exempt from other taxes and fees.

CONTRACT AWARD

For ITB: The award(s) made in response to an ITB will be made to the lowest responsive and responsible bidder(s) for each item, or group of items indicated in the bid. The CSB reserves the right to make the sole determination of whether the product and/or options offered meet the minimum specifications and is acceptable in accordance with the specifications. The CSB's decision shall be final. The CSB reserves the right to make a separate award for each item, a group of items or all items, and to make awards either in whole or in part, whichever is deemed by the CSB to be in its best interest. Delivery time lines may be a factor in making an award.

For RFP: The award(s) made in response to an RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the CSB, taking into consideration the evaluation criteria set forth in the RFP. After negotiations, the offeror who has made the best proposal and provides the best value shall be awarded the contract.

Professional services shall be procured and awarded by competitive negotiation as set forth in **2.2-4302.2 A 4**.

The CSB reserves the right to cancel a solicitation at any time and to reject any or all bids/proposals, in whole or in part, to waive any informality and to delete items prior



to making the award(s), whenever it is deemed in the sole opinion of the CSB to be in its best interest.

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, CSB will post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

PRECEDENCE of TERMS: These General Terms and Conditions shall apply in all instances with the exceptions for projects funded by the Federal Highway Administration (FHWA) and by the Federal Transportation Administration (FTA). In the event there is a conflict between the General Terms and Conditions and any federal, special, standard, or supplementary terms and conditions in this solicitation or in the final contract, the federal, special, standard, or supplementary terms and conditions shall apply, except as required by law including the requirements of the Virginia Public Procurement Act.

QUALIFICATIONS of BIDDERS/OFFERORS: The CSB may make such reasonable investigations as deemed proper and necessary to determine the responsibility and ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the CSB all such information and data for this purpose as may be requested. The CSB reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The CSB further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the CSB that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

PROPRIETARY INFORMATION: Section 2.2-4342(F) of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

ANTI-DISCRIMINATION: 2.2-4311 By submitting their bids/proposals, bidders/offerors certify to the CSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and the Virginia Public Procurement Act.

In every contract over \$10,000 the provisions 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
- b. normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - c. 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.
 - d. Notices, advertisements and solicitations 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.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the CSB 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 CSB under said contract.

APPLICABLE LAWS and COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Rockingham County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ASSIGNMENT of CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the CSB.

CHANGES to the CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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.
2. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the governing body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer).
3. The CSB may order changes within the general scope of the contract at any time by



written notice to the contractor. Changes within the scope of the 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

4. receipt unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the CSB of the adjustment to be sought, and before proceeding to comply with the notice, shall await the CSB's written decision affirming, modifying, or revoking the prior written notice. If the CSB decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the CSB a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. 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 CSB's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. 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 CSB with all vouchers and records of expenses incurred and savings realized. The CSB shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the CSB within thirty (30) days from the date of receipt of the written order from the CSB. 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 disputes provided by this contract. 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 CSB or with the performance of the contract generally.

CONTRACTUAL DISPUTES: Contractual claim procedures shall be as per Code of VA 2.2-4363.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the CSB, after due oral or written notice, may procure items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the CSB may have.

DRUG-FREE WORKPLACE: 2.2-4312 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.

IMMIGRATION REFORM and CONTROL ACT OF 1986: 2.2-4311.1 By submitting their bids/proposals, bidders/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.

INDEMNIFICATION: To the extent permitted by law, contractor agrees to indemnify, defend and hold harmless the CSB, its officers, agents, volunteers, and employees ("Indemnitees") from all losses, liabilities, injuries, damage, and expenses, including attorneys' fees, that Indemnitees may incur by reason of any injury or damage sustained to any person or property (including, but not limited to any one or more of the Indemnitees) to the extent caused by the willful or negligent performance by the contractor of its duties and obligations under or pursuant to the agreement constituting a breach of performance of the contractor's standard of care, on a comparative responsibility basis, whether or not any other party contributed to such performance or lack of performance by the contractor. Nothing contained herein shall limit CSB's right to statutory or common law indemnification.

INSURANCE: INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with **2.2-4332** and **65.2-800** et seq. of the Code of Virginia. The bidder/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.

LIABILITY AND LITIGATION: The CSB shall not indemnify or hold harmless any contractor or other third party. The CSB does not waive any right or release any party from liability, whether on its own behalf or on behalf of any board members, officers, employees or agents. The CSB does not waive the right to trial by jury for any cause of action arising from the contract and shall not submit any contract claim to binding arbitration or mediation. The CSB shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.



NONDISCRIMINATION OF CONTRACTORS: 2.2-4343.1H 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, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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 public body 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.

PAYMENT:

1. To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. 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.

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 offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the CSB with a federal employer identification number, prior to receiving any payment from the CSB. The CSB requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

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 CSB 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.

2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated to pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment



from the CSB for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or;

Notify the CSB and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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 CSB, 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 CSB. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the CSB.

SAFETY and OSHA STANDARDS: All parties performing services for the CSB shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All

parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia 2.2-4311.2 subsection B, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/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 bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

TERMINATION: Subject to the provisions below, the contract may be terminated by the CSB upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the CSB, without the required thirty (30) days advance notice, then the CSB shall be responsible for payment of services up to the termination date.
2. Termination for Cause: Termination by the CSB for cause, default or negligence on



the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the CSB may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.

3. Termination Due to Unavailability of Funds: Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) by the local governing body/bodies and are null and void in the event of non-appropriation of such funds. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the CSB.

DEFECTS OR IMPROPRIETIES: In instances where there is a defect or impropriety in an invoice or in the goods or services received, the CSB shall notify the supplier of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within (30) thirty days after receipt of the invoice or the goods or services.

TESTING AND INSPECTION: The CSB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Materials or components that have been rejected by the CSB, in accordance with the terms of the contract, shall be replaced by the contractor at no cost to the CSB.

