



HAMPTON ROADS TRANSIT

*Transportation District Commission  
of Hampton Roads*

# **REQUEST FOR PROPOSALS**

**RFP No. 17-75521**

# **UNIFORM RENTAL SERVICES**

Issued: August 15, 2017

Proposals Due: September 26, 2017

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**SOLICITATION, OFFER AND AWARD**

CONTRACT NO. 17-75521  <b>Uniform Rental Services</b>	SOLICITATION NO.  <input type="checkbox"/> SEALED BIDDING <input checked="" type="checkbox"/> NEGOTIATED	DATE ISSUED  August 15, 2017	ADDRESS OFFER TO  Hampton Roads Transit 509 East 18 <sup>th</sup> Street, Building 4 Norfolk, Virginia 23504 Attn: Jason Petruska
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The terms "bidder" and "offeror" are used interchangeably depending on the type of solicitation.

**SOLICITATION INFORMATION**

Sealed offer (See proposal instructions) for providing the services in the Schedule will be received at the Commission until **September 26, 2017, 2:00** p.m. Local Time

All offers are subject to the following:

1. Solicitation Instructions, Schedule, Special, and General Provisions, included herein.
2. Solicitation amendments.
3. Such other provisions, representations, certifications, specifications, and documents as are attached or incorporated herein by reference.

SCHEDULE (To be completed by Offeror)					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
<b>THIS SECTION NOT USED</b>					

OFFEROR (To be completed by Offeror)	
Name _____ Address _____ Phone _____ Fax _____ Email _____  This is a binding offer subject to the terms and conditions contained herein and represents the bidder's full compliance and intent to stay in compliance with the certifications and assurances herein.	Name and Title of Person Authorized to Sign Offer (Print or Type) _____  Signature _____ Offer Date _____

AWARD (To be completed by Contracting Officer)				
ACCEPTANCE AND AWARD ARE HEREBY MADE FOR THE FOLLOWING ITEM(S):				
ITEM NO.	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
				See Pricing Schedule

The total amount of this award is \$ \_\_\_\_\_

Name of Contracting Officer and Organization

Signature

Award Date





## INTRODUCTION

### 1. Purpose

Hampton Roads Transit (HRT) is requesting proposals from qualified firms with requisite experience and service offerings to provide Uniform Rental Services.

### 2. Solicitation Process

This Request for Proposals is intended to solicit and obtain the qualifications of professional Consultants, their capabilities, and their approach to this project, all in the context of the Scope of Services defined herein. The award decision will be based on the evaluation criteria identified herein. HRT anticipates that it will make an award on the basis of initial proposals, without discussions (except to clarify information in a proposal) or negotiations. However, HRT reserves the right to hold discussions and negotiations as it considers necessary. If discussions are held, they will be with all firms considered to have a reasonable chance of obtaining the award, after which HRT may request that the firms remaining in competitive range submit a Best and Final Offer (BAFO).

HRT reserves its right to reject any and all proposals, to award to other than the lowest-priced proposal, and to cancel this solicitation at any time before or after receipt of proposals.

### 3. Solicitation Distribution

Solicitation packages, including any amendments, clarifications, and other information pertinent to this solicitation will be posted to the “Open Solicitations” section of the HRT website: <http://www.gohrt.com/about/procurement/>. While HRT will attempt to communicate such information to known recipients of the RFP, it is the responsibility of proposers to ensure that they obtain such information from an authoritative source. HRT will not provide printed copies of the solicitation package; it will provide a CD of the package at a charge of \$25.00 per copy, certified checks or money orders only. Questions or requests for a CD should be addressed to Jason Petruska, Contracts Manager, at [dpetruska@hrtransit.org](mailto:dpetruska@hrtransit.org).

### 4. Procurement Schedule

The following schedule is provided for general guidance only, and is subject to change as the solicitation goes forward:

ACTIVITY	DATE
RFP Issued	August 15, 2017
Pre-Proposal Conference	Tuesday, August 29, 2017, 11 a.m.
Last Date for Receipt of Questions	Wednesday, September 6, 2017
Proposals Due	Tuesday, September 26, 2017, 2 p.m.



**RFP 17-75521**

Anticipated Award Date	October 2017
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**Important Notice:**

**Effective immediately upon release of this Request for Proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to the Contracting Officer identified below in accordance with the Instructions to Proposers, Section 9, Communications with the Commission:**

Jason Petruska  
Hampton Roads Transit  
509 East 18<sup>th</sup> Street, Building 4  
Norfolk, VA 23504  
Attn: [dpetruska@hrtransit.org](mailto:dpetruska@hrtransit.org)  
(757) 222-6000 Ext. 6061

**5. Term of Contract**

The term of the Contract shall be for one (1) base year plus four (4) additional one-year options.

**END OF SECTION**

## INSTRUCTIONS TO PROPOSERS

### 1. Cautions to Offerors

- A. Offerors are expected to examine all elements of this Request for Proposals. Failure to do so will be at the offeror's risk.
- B. Except as otherwise stated herein, “days” shall be considered to be calendar days.

### 2. Preparation of Proposals

Proposers shall submit one (1) original and five (5) hard copies of each volume, and one (1) electronic copy in PDF format.

**Business and Technical Proposals shall be submitted in separate sealed volumes identified on the outside of the package with the name of the proposing firm, the number and title of the solicitation.** The proposal should be submitted in a binder permitting the Commission to readily remove pages for distribution or copying, and should be limited to 8.5 x 11 paper unless otherwise requested or necessary.

The contents of the proposal reflect the offeror’s approach to the project. A sufficient amount of detail needs to be included to permit a full and fair evaluation of the proposal. However, overly elaborate proposals, proposals which provide generic information or information not relevant to the subject matter of the solicitation, and proposals which do not show the capability to follow the instructions given herein will usually receive lower scores than those that reflect these instructions. The Commission reserves the right to reject all or any proposals, to award to a proposal other than the lowest priced, and to award a Contract without discussions, except for clarifications which do not modify the proposal or negotiations. Each offeror should therefore ensure that its initial submittal represents the best possible combination of technical merit and low price.

### 3. Volume I, Business Information

This volume shall address all non-technical aspects of the solicitation, including but not limited to the following:

	Cover letter, identifying the principal point of contact for the proposer by name, title, mailing address, telephone, facsimile, and email address.
Tab A	Signed Solicitation, Offer and Award form
Tab B	Acknowledgment of any Amendments
Tab C	Completed and Signed Pricing Schedule
Tab D	Completed and Signed Appendix A, Disadvantaged Business Enterprise Requirements Forms
Tab E	Completed and Signed Appendix B, Responsibility Questionnaire

Tab F	Completed and Signed Appendix C, Past Performance References
Tab G	Certificate of Insurance, with Transportation District Commission of Hampton Roads named as additional insured (Due upon notification of intent to award)
Tab H	Any exceptions to the contractual terms and conditions, if applicable.

#### 4. Volume II, Technical Proposal

This volume shall address technical requirements, experience, qualifications, past performance, and references. Proposers should address all relevant aspects of the solicitation instructions, basis for award, evaluation factors, and Scope of Services. The proposal should address each element of the Scope of Services and each evaluation factor as listed. The content should include:

	Cover letter Table of Contents
Tab A	Executive Summary of the Offeror's Capabilities and Skills
Tab B	<p>Description of the Offeror's Capabilities and Skills to include:</p> <ul style="list-style-type: none"> <li>• General history and background of the firm, and its partners or associates, including its ownership, size, and lines of business and specialties. Also include the number of years the firm has been providing these services and the volume of business currently conducted.</li> <li>• Qualification for the specific scope of this solicitation.</li> <li>• A description of the firm's approach to the types of services described herein, identifying points of contact and responsibility within the firm, and whether specific portions of the services will be provided by outside firms.</li> <li>• Provide at least three (3) references for similar services performed within the past five years that include specific written project descriptions and contracts detailing the firm's professional experience and accomplishments similar to the scope requirements defined herein. Also include the points of contact by name, title, address, phone number and email address.</li> </ul>
Tab C	<p>Description of the Offeror's Qualifications to include:</p> <ul style="list-style-type: none"> <li>• Offeror's Key Personnel, including identification of proposed assignments under this Contract; and, describe the office which will be responsible for the management and administration of this Contract.</li> <li>• Provide an organization chart describing the project staff structure and how it relates to the overall organization.</li> <li>• Provide resumes and experience for key personnel proposed to participate in and supervise these services on a regular basis.</li> </ul>

	<ul style="list-style-type: none"> <li>• Provide detailed experience regarding the firm’s expertise in providing Uniform Rental Services.</li> <li>• Demonstrate the firm’s ability to work effectively and cooperatively with employees at transportation agencies similar to HRT.</li> <li>• The firm’s outstanding workload and its ability to provide the necessary services in a timely manner so as not to impede progress of the plan as demonstrated by workload submittals for each person proposed for service in the project.</li> </ul>
Tab D	Samples of Proposed Uniforms shall be provided along with detailed specifications of material content.
Tab E	Narrative summary of deviations from the Scope of Services outlined in the RFP.

## 5. Pricing

Pricing will be on the basis of a firm fixed unit price. The price proposed shall include all direct costs, indirect costs, overhead and profit, and represent the total amount payable by HRT for these services.

## 6. Evaluation Criteria (in order of relative importance)

### A. Technical Merit (60 Points)

#### Technical Approach and Delivery Schedule. (30 points)

The technical proposal should enable evaluators to make a thorough evaluation as to whether the proposal will meet HRT’s requirements. Each technical proposal shall be detailed and complete as to clearly demonstrate the offeror’s proposed approach and that the offeror has a thorough knowledge and understanding of providing Uniform Rental Services.

#### Firm Experience and Qualifications. (20 points)

The proposal should clearly indicate the firm's history/experience in performing similar work, preferably for organizations similar to HRT and/or projects similar to the Project as described herein. Specific topics include:

- Offeror’s performance history and experience
- Offeror’s understanding of requirements and approach to conducting the work
- Discussion of factors which separates this approach from others

#### Past Performance. (10 Points)

Relevant references including the customer’s name, contact person's name, telephone number, and email address. Each reference should identify the project involved, the starting and ending

dates, and the Scope of Services performed, identifying any features of particular significance for this project.

**B. Price. (40 Points)**

The price for each offeror will be compared against the values assigned the various elements of the technical proposal. The evaluators will determine whether additional technical merit in a proposal justifies a higher price. The objective of this process is to obtain the best available combination of technical capability and price.

**7. Evaluation Process**

Proposals will be evaluated by a panel of Commission personnel possessing appropriate expertise in the subject matter of the solicitation, generally in accordance with the following process. The Evaluation Panel will be led by the Contracting Officer. The Evaluation Panel may utilize other resources inside or outside HRT for assistance in the evaluation process. The proceedings of the evaluators shall be considered confidential and not subject to public disclosure to the fullest extent permitted by the Virginia Freedom of Information Act.

An initial evaluation will be made of all proposals received. Based on this evaluation, the Contracting Officer may (1) determine that one proposal is clearly superior to all others; determine that the price of that proposal is fair and reasonable; and recommend that HRT accept that proposal without discussions; (2) determine that no proposals are capable of meeting HRT's needs and recommend cancellation of the solicitation; or (3) determine which firms, based upon the initial proposals received, are capable of meeting HRT's requirements at prices capable of being determined fair and reasonable after negotiations (the competitive range).

Following the initial evaluation, offerors may be requested to submit additional information in writing, by telephone or by a meeting with the evaluators. The Evaluation Panel may then (1) recommend a proposal for award; (2) narrow the number of firms considered for award; (3) request additional information; (4) recommend one or more firms for negotiations; or (5) determine that no offeror is capable of meeting HRT's requirements and recommend cancellation of the solicitation. This may include investigation of an offeror's responsibility, including contact with previous customers of the offeror. Discussions may be conducted with the offerors who remain within the competitive range, through oral presentations, written presentations, or electronic communications, as the Contracting Officer deems appropriate.

Price and Technical negotiations will be conducted only with offerors within the competitive range, as determined by the Contracting Officer. Offerors may be requested to provide additional pricing information and clarifications, or certified cost or pricing data, if deemed appropriate by the Contracting Officer. Proposals whose combination of technical and pricing offers are considered incapable of receiving an award may be rejected.

At the end of the evaluation/negotiation process, the Contracting Officer may request all offerors under consideration for award to submit a Final Proposal Revision (also called a Best and Final Offer), incorporating the offeror's best technical and financial offer based upon the discussions and negotiations conducted. Receipt of such offers shall denote the close of the evaluation/negotiation process, and, unless the Contracting Officer determines that no Final Proposal Revision is capable of award, no further proposal modifications will be permitted.

Upon completion of the evaluation and negotiation process, the Evaluation Panel shall determine the proposal which represents the best overall value to the Commission, and the Contracting Officer will prepare a recommendation that the Commission accept the proposal and award a Contract. Upon Commission approval, the Contract will be executed on behalf of the Commission and issued to the successful offeror. No decision or recommendation by Commission staff shall be binding unless approved by the Commission in accordance with its procedures and applicable law.

HRT reserves the right at any time during the evaluation process to reject some or all proposals; award a Contract without further discussions or negotiations; or to award a Contract to other than the lowest-priced proposal.

#### **8. Basis for Award**

This is a negotiated procurement based on best value as described herein.

#### **9. Communications with the Commission**

All communication in regard to any aspect of this solicitation shall be with the Contracting Officer, not with any members of the Commission, or its employees or Contractors, in regard to any aspect of this solicitation. Violation of this requirement may lead to the rejection of the offender's proposal or cancellation of the solicitation. If the offense is egregious and causes cancellation of the procurement, the offending party will not be permitted to participate in any resolicitation as either an offeror or a Subcontractor.

Any explanation desired by an offeror regarding the meaning or interpretation of any portion of the solicitation shall be requested in writing. Oral explanations or instructions given before the award of the Contract shall not be binding. Material information which alters a substantive portion of the solicitation will be furnished promptly to all prospective offerors as a written amendment. Matters clarifying but not altering the solicitation may be provided in writing to all prospective offerors, but shall not amend the solicitation.

#### **10. Solicitation Amendments**

Revisions and amendments shall be announced by written amendment to this solicitation. Copies of such amendments shall be furnished to all prospective offerors known to the Contracting Officer, and may be posted on an internet site if one is established for this solicitation. If the

revisions and amendments require substantial changes to the contents of proposals, the time for receipt of proposals may be extended at the discretion of the Contracting Officer. Offerors are responsible for ensuring that they have received all amendments and incorporated any changes in their proposals.

Offerors are requested to acknowledge receipt of all amendments as part of the Solicitation, Offer and Award form. Failure to acknowledge an amendment will not automatically disqualify an offeror, but failure to address any changes in the proposal may lead to it receiving a lower score than would otherwise be the case.

### **11. Submission of Proposals**

Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Schedule. Electronic proposals or modifications will not be considered unless specifically authorized in this solicitation or by the Contracting Officer. Offers or modifications thereto may be withdrawn by written or electronic notice, provided such notice is received prior to the hour and date specified for receipt of proposals or modifications.

Proposals shall be mailed or hand-delivered to the following address:

Hampton Roads Transit  
509 East 18<sup>th</sup> Street, Building 4  
Norfolk, VA 23504  
Attn: Jason Petruska, RFP No. 17-75521

### **12. Late Submissions, Modifications, and Withdrawals of Offers**

- A. Any proposal, modification, or revision, that is received at the designated Commission office after the exact time specified for receipt of proposals is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late proposal would not unduly delay the acquisition; and -
  - i. If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the HRT infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
  - ii. There is acceptable evidence to establish that it was received at the HRT office designated for receipt of proposals and was under HRT’s control prior to the time set for receipt of proposals; or
  - iii. It was the only proposal received.
- B. However, a late modification of an otherwise successful proposal, that makes its terms more favorable to HRT, will be considered at any time it is received and may be accepted at any time prior to award.

- C. Acceptable evidence to establish the time of receipt at the HRT office includes a time/date stamp or handwritten notation of personnel in that office on the proposal wrapper, other documentary evidence of receipt maintained by the office, or oral testimony or statements of HRT personnel.
- D. If an emergency or unanticipated event interrupts normal HRT processes so that proposals cannot be received at the HRT office designated for receipt of proposals by the exact time specified in the solicitation, and urgent HRT requirements preclude amendment of the solicitation closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the HRT office is open to the public.

### **13. Electronic Communications**

To the extent permitted herein, communications to or from the Commission may be by electronic means. Any electronic communication sent to the Commission must be confirmed by hard copy received by the Commission not more than forty-eight (48) hours after the initial electronic communication is sent.

### **14. Minimum Proposal Acceptance Period**

Commission requires a minimum acceptance period of ninety (90) calendar days after receipt of the proposal or any modification thereof, including a Final Proposal Revision.

### **15. Contract Award and Notice to Proceed**

- A. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding Contract without further action by either party.
- B. A Notice to Proceed (NTP) shall be issued by Commission before any work begins on this Contract. A conference may be held to issue the Notice and to establish a working understanding of the Contract and work required. The NTP establishes the beginning of the performance period.

### **16. Notice of Protest Policy**

Commission policy and procedure for the administrative resolution of protests is set forth in Section B.3.9 of the Procurement Procedures Manual (PPM). The PPM contains strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters. The Contracting Officer can furnish a copy of this Section upon request. The Commission has, in this Section, defined matters which may be protested, the form of protest, and the time limits for submitting protests during different stages of the procurement process. Chapter VI, §1 of Federal Transit Administration (FTA) Circular 4220.1F addresses protests of solicitations utilizing Federal funds. FTA will only review protests regarding the alleged failure of the grantee

to have a written protest procedure or failure to follow such procedure, or protests alleging a violation of Federal law or regulation. FTA will not consider a protest until the protestor has exhausted its local administrative remedies.

The Contracting Officer may conduct a pre-award survey to determine if an offeror is responsible both financially and technically and has the capability to perform the work.

### **17. Oral Presentations**

Oral presentations may be required. If so, oral presentations will be conducted with all firms in the competitive range. The oral presentation should utilize a visual methodology such as PowerPoint™ or overhead slides and include printed copies for the evaluators. No cost/price information shall be included in the presentation. The purpose of the presentation is to provide clarifications and to respond to any questions or concerns regarding the proposal raised by the evaluators. The presentation itself is not an evaluation factor; however, any clarifications, discussions, or changes to a proposal requested as a result of the presentation shall be made in writing and will thereafter be considered in the evaluation.

### **18. Restriction on Disclosure and Use of Data**

The Commission is subject to the Virginia Freedom of Information Act (Code of Virginia, §2.2-3700 et seq.). To the extent permitted by that Act, the Commission shall provide all reasonable precautions to ensure that information properly identified by an offeror as proprietary is held confidential within the review process. Offerors shall attach to each page containing any proprietary data of any proposal or modification thereof the following legend:

This page contains data which is proprietary to the offeror or confidential business information not subject to disclosure under the Virginia Public Records Act, the Commission's policies, or the terms of this solicitation. It is therefore not to be disclosed inside or outside HRT, be duplicated, or used in whole or in part, for any purpose other than to evaluate this offer; provided that, if a Contract is entered into on the basis of this offer, HRT shall have the right to duplicate, use, and disclose this data as part of the Contract document or as required for performance of the Contract.

Identification of such proprietary information must be specific. Any general identification of the document as a whole, or of pages which patently do not contain proprietary information, shall render the entire document non-confidential.

### **19. Disadvantaged Business Enterprise (DBE) Participation:**

A 3% DBE goal has been established for this solicitation. Please see Appendix A for information and guidance.

## **20. Organizational Conflicts of Interest:**

Unless specifically exempted from the conditions of this provision by the Contracting Officer, any HRT Contractor, Subcontractor, subsidiary, or other entity which is legally related to an entity or party which develops or drafts specifications, requirements, statements of work, Invitations for Bids, or otherwise is in a position to influence the nature, scope or conditions of a subsequent Commission solicitation or Contract, shall be excluded from competing under such solicitation or receiving such Contract. See also Section 28 of the General Conditions, Conflict of Interest. If a proposer is uncertain whether or not a conflict exists, it should promptly contact the Contract Administrator for a determination.

Such inquiries and responses will not be published to other potential proposers. FTA Circular 4220.1F ¶VI.2a(4)(h) and §2.2-4373 of the Code of Virginia define prohibitions on personal and organizational conflicts of interest, which are further discussed in §2.4.2.2.2 and Appendix B.10 of the FTA's Best Practices Procurement Manual. In general, a personal conflict of interest reflects an individual's ability to influence the award of a Contract and to profit from the result of that award. An organizational conflict exists when any of the following exist: (1) a firm has access to non-public information as the result of performing a government Contract and can use that information to advantage in competing for another government Contract; (2) a firm influences the ground rules (specification or contractual terms) for a government solicitation, potentially biasing those ground rules in its own favor; or (3) a firm's work under one government Contract requires it to evaluate itself or its work product under another Contract, impairing its objectivity.

Should an offeror be aware of a potential conflict of interest, it shall identify the potential conflict in its proposal, together with measures it proposes to remove or mitigate the conflict. Should any person or entity planning to submit an offer hereunder be aware of any situation which may fall under the above prohibitions, it shall, no later than the time of submittal of its offer, identify in writing to the Contracting Officer (1) the nature of the potential conflict; (2) steps it may take to mitigate the conflict; and (3) request a waiver of the conflict. The decision of the Contracting Officer regarding such potential conflicts and possible mitigation measures shall be final. Failure to submit such a statement before or with an offer shall be deemed a certification by the offeror that, to the best of its knowledge and belief, no such conflict exists. In the event that an offeror fails to disclose such conflict as required herein, its offer may be rejected. Should an offeror become aware of a potential conflict after the submittal of an offer, it shall promptly notify the Contracting Officer in writing, providing the information required above together with a statement of why the conflict should not have been identified prior to submittal of the offer.

## **21. Ineligible Proposers**

No excluded proposer listed on the U.S. Government's System for Award Management (SAM) or otherwise barred from public contracting by the U.S. government or the Commonwealth of Virginia shall be awarded a Contract hereunder. SAM may be found at

<https://www.sam.gov/portal/public/SAM/>. The Virginia Department of General Services Debarred List and Suspended List may be found at <http://www.eva.virginia.gov/>.

**END OF SECTION**

## SCOPE OF WORK

### UNIFORM RENTAL SERVICES

#### 1. Scope of Services

Hampton Roads Transit (HRT) is seeking a Contractor to provide uniform rental services for its maintenance staff located at various facilities throughout Hampton Roads.

#### 2. Timeliness and Resources

Within thirty (30) days of Contract award, the Contractor must be prepared to provide, all types and styles of each article of the uniforms specified herein for the existing staff. The Contractor shall provide, within fourteen (14) days of notification, standard size uniforms for new hires and twenty-one (21) days for sizes considered non-standard.

#### 3. Contractor's General Requirements

The Contractor shall provide all labor, equipment, supplies, transportation and services necessary to furnish the following items, in accordance with the specifications provided.

- New uniform work shirts
- New uniform work pants
- New uniform work coveralls
- Rags (100% cotton, 18" x 18", no hole, White)
- Lockers
- Racks

The Contractor shall deliver clean items and pick up soiled items on a weekly basis. Uniforms shall be delivered to the individual HRT departments, at least once a week, on hangers and placed in individual lockers (supplied by Contractor) or on racks (supplied by Contractor) specifically assigned to HRT personnel by name.

The Contractor shall launder, press, keep in good repair and/or replace uniforms, etc., as needed. HRT, at its sole discretion, will determine whether garments are being satisfactorily maintained. Worn out uniforms or otherwise unserviceable items shall be replaced. HRT will withhold payment for uniforms that are not delivered clean and neat, or otherwise deemed unsatisfactory.

All repairs shall be neatly done with thread and/or material of the same matching color. The Contractor shall replace, at no additional charge, any uniform item that does not fit due to shrinkage or uniforms rendered unserviceable by fair-wear-and-tear (normal wearing out due to usage). The Contractor will be reimbursed for items lost or damaged by HRT employees.

#### **4. Measurements**

Contractor shall obtain individual measurements to ensure that the uniforms provided fit properly. Female-cut clothing shall be provided as appropriate. All measurements shall be obtained by physically measuring all employees on site (verbal sizing is not acceptable). Measurements shall be obtained within two (2) weeks after receipt of notification of award. The Contractor shall incorporate time periods to accommodate all shifts for HRT work force.

#### **5. Agency Patches**

All uniform shirts shall have two (2) patches, to be provided by Contractor, as described in Section 19, Sample Patches. Uniform shirts for bus maintenance personnel shall have the organization logo (Hampton Roads Transit) above the left pocket, Sample Patch #1. Uniform shirts for light rail maintenance shall have “The Tide w/HRT” logo above the left pocket, Sample Patch #2. A patch with the individual’s birth-given first, last, or middle name shall be placed above the right pocket, Sample Patch #3. Supervisors shall have a patch with the individual’s birth-given first, last, or middle name above the right pocket. Patches may be embroidered and require sewing in place.

On occasion, the Contractor shall be required to sew or iron on various patches as directed by HRT’s Project Manager, at no additional cost to HRT.

#### **6. Winter-Summer Change Over**

Uniforms are to be worn throughout the year. The Contractor shall allow for seasonal changes as requested by HRT. Supervisors may desire long-sleeve or short-sleeve shirts on a year-round basis. Supervisors preference shall be determined at time of uniform fittings.

#### **7. Alterations**

Alterations shall be at no additional cost to HRT.

#### **8. Marking**

Each item of clothing shall be clearly, but inconspicuously marked or labeled, to permit identification by Contractor personnel or HRT employees.

#### **9. Return of Uniform**

HRT’s Project Manager will advise the Contractor promptly of all terminated employees. HRT will return rented uniforms to the Contractor within thirty (30) days of termination. The Contractor shall not invoice HRT for services effective the date of notice of termination by HRT.

## **10. Lost Rental Items**

The Contractor shall submit a complete accounting of missing items on a quarterly basis to HRT's Project Manager. HRT may either locate the missing items and return them to the Contractor or reimburse the Contractor. The Contractor shall provide sufficient documentation of the shortages and submit a proper invoice for payment.

Uniforms lost by the Contractor shall be replaced at no charge to HRT.

## **11. Title of Property**

Contractor shall provide all items herein. All articles shall remain the property of the Contractor and will be returned to the Contractor upon termination of this Contract.

## **12. Changes in Quantity**

HRT may add or delete from the quantity of uniforms or other articles specified in the Price Schedule. Billing shall be adjusted accordingly at Contract prices in effect at the time addition or deletion is made.

## **13. Coveralls**

The Contractor shall make provision for enhanced visibility coveralls to be provided in lieu of one (1) uniform set (shirt and pants), in a one-for-one article set exchange. Coveralls shall have the same patch arrangement as the shirts with reflective striping on the front, back, and sleeves. Contractor shall solicit individual's preference at fitting scheduled after Contract award.

## **14. Locker Service**

Contractor shall provide metal lockers at HRT locations to secure each employee's issued uniforms. Current locker units are thirty-one inches (31") wide by twenty-one inches (21") deep and seven feet (7') tall. There are eight (8) individual lockers per unit. HRT will consider alternate sizes, provided that the proposed lockers are of sufficient size with individual locks on each, to secure each employee's issued uniforms. Lockers shall have an interior rack to be able to hang eleven (11) sets of uniforms per person.

## **15. Rack Service**

Contractor shall provide metal racks at HRT locations for each employee issued uniforms. Current racks are five feet (5') long by five and a half feet (5.5') tall. HRT will consider alternate size racks provided that the proposed racks are of sufficient size to hold each employee's issued uniforms.

## **16. Complaints**

The Contractor shall acknowledge and respond to complaints within twenty-four (24) hours. The Contractor is allowed up to twelve (12) valid complaints within a thirty (30) day period. Failure

to address or correct complaints in a timely manner may result in a five percent (5%) monetary assessment against monthly billings.

### **17. Approved Equals**

All items may be substituted with approved equals at HRT's sole discretion. See General Conditions, Section 39, Brand Name or Approved Equal.

### **18. UNIFORM SPECIFICATIONS**

#### A. Materials (Shirts/Pants): Samples Required.

1. 100% Cotton
2. National Fire Protection Association (NFPA) 70E HRC2
3. American National Standards Institute (ANSI) Class 3 Retro-reflective material
4. Shirts shall consist of:
  - a. Weight of 5 ¼ oz.
  - b. 2-front pockets
  - c. Bottom front with long tuck-in tail
5. Pants shall consist of:
  - a. Belt 7-loop waist
  - b. Zipper fly front
  - c. 4 pockets
  - d. Bat tacked
  - e. No cuffs

#### B. The Revenue Service Staff Uniform shall consist of:

1. Pants - Navy Blue
2. Long sleeve or short sleeve shirts – White
3. All pockets on the uniform must be sewn closed.
4. Fire-Resistant Clothing (FRC) is not a requirement for revenue service uniforms.

#### C. The Maintenance Hourly Male/Female Staff Uniform shall consist of:

- A. Pants – Navy Blue
- B. Long sleeve enhanced visibility work shirts - Navy Blue

- C. Uniforms shall have employee “name” patch over right breast pocket and “organization” patch over left breast pocket.
- D. FRC requirement applies to entire uniform – pants and long sleeve shirts.
- E. The Supervisor Uniform shall consist of:
  - 1. Pants (pleated) – Navy Blue
  - 2. Short sleeve shirts – Postman Blue
  - 3. Long sleeve shirts. – Postman Blue
  - 4. Uniforms shall have employee “name” patch over right breast pocket and “organization” patch over left breast pocket.
  - 5. FRC is not a requirement for supervisor uniforms.

## 19. Sample Patches

- 1. Bus:

Patch Size: 3 5/8” W x 2 1/8” L, worn over right breast pocket.



- 2. Light Rail:

Patch Size: 3 5/8” W x 2 1/8” L, worn over right breast pocket.



- 3. Patch Size: 3 5/8” W x 1 5/8” L



## 20. Delivery Locations

Building Name	Building Address	Services/Supplies Delivered
Northside Bus Operations, Maintenance and Administration Facility	3400 Victoria Blvd., Hampton, VA 23661	<ul style="list-style-type: none"> <li>• Uniforms</li> <li>• Rugs</li> <li>• Rags</li> <li>• Lockers</li> </ul>
Southside Bus Operations, Maintenance and Administration Facility (Building 1 – Bus Maintenance)	509 E. 18 <sup>th</sup> St., Building 1, Norfolk, VA 23510	<ul style="list-style-type: none"> <li>• Uniforms</li> <li>• Rugs</li> <li>• Rags</li> <li>• Racks</li> </ul>
Southside Bus Operations, Maintenance and Administration Facility (Building 2 – Revenue Services)	509 E. 18 <sup>th</sup> St., Building 2, Norfolk, VA 23510	<ul style="list-style-type: none"> <li>• Uniforms</li> <li>• Racks</li> </ul>
Southside Bus Operations, Maintenance and Administration Facility (Building 2 – Facilities Maintenance)	509 E. 18 <sup>th</sup> St., Building 2, Norfolk, VA 23510	<ul style="list-style-type: none"> <li>• Uniforms</li> <li>• Rugs</li> <li>• Racks</li> </ul>
Virginia Beach Trolley Base Seasonal Operations (April - October)	1400 Parks Ave., Virginia Beach, VA 23451	<ul style="list-style-type: none"> <li>• Uniforms</li> <li>• Rugs</li> <li>• Rags</li> <li>• Lockers</li> </ul>
Norfolk Tide Facility	1850 E. Brambleton Ave., Norfolk, VA 23504	<ul style="list-style-type: none"> <li>• Uniforms</li> <li>• Rugs</li> <li>• Lockers</li> </ul>
Rail Operations - Warehouse	3404 Mangrove Ave., Norfolk, VA 23502	<ul style="list-style-type: none"> <li>• Uniforms</li> <li>• Lockers</li> </ul>

## 21. Load Weight Restrictions

The loaded weight of trucks on the 509 East 18<sup>th</sup> street parking deck shall not exceed 12,000 pounds.

**END OF SECTION**

**PRICE SCHEDULE**

**UNIFORM RENTAL SERVICES**

BASE YEAR					
Hampton, VA Maintenance Staff					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	36	\$	\$	\$
Pants	11	36	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	6	\$	\$	\$
Short Sleeve Shirt	11	6	\$	\$	\$
Pants	11	6	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	36	N/A	\$	\$	\$
Rags (18" x 18")	700	N/A	\$	\$	\$
Black Rug (3' x 5')	6	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					<b>\$</b>
Norfolk Tide Facility (NTF)					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	11	\$	\$	\$

Pants	11	11	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	3	\$	\$	\$
Short Sleeve Shirt	11	3	\$	\$	\$
Pants	11	3	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
Black Rug (3' x 5')	11	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Rail Operations - Warehouse</b>					
<b>Item</b>	<b>Item Quantity (A)</b>	<b>Estimated Staff (B)</b>	<b>Replacement Cost</b>	<b>Unit Price (C)</b>	<b>Extended Price (AxBxC)</b>
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	14	\$	\$	\$
Pants	11	14	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	7	\$	\$	\$
Short Sleeve Shirt	11	7	\$	\$	\$
Pants	11	7	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$

Building 1 – 18 <sup>th</sup> St. Bus Maintenance Location					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	80	\$	\$	\$
Pants	11	80	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	8	\$	\$	\$
Short Sleeve Shirt	11	8	\$	\$	\$
Pants	11	8	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Rack	3	N/A	\$	\$	\$
Black Rug (3' x 5')	8	N/A	\$	\$	\$
Rags (18" x 18")	1,500	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
Building 2 - 18 <sup>th</sup> Revenue Services Location					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	16	\$	\$	\$
Short Sleeve Shirt	11	16	\$	\$	\$
Pants	11	16	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					

Racks	1	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Building 2 - 18<sup>th</sup> Facility Maintenance Location</b>					
<b>Item</b>	<b>Item Quantity (A)</b>	<b>Estimated Staff (B)</b>	<b>Uniform Replacement Costs</b>	<b>Unit Price (C)</b>	<b>Extended Price (AxBxC)</b>
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	4	\$	\$	\$
Pants	11	4	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	1	\$	\$	\$
Short Sleeve Shirt	11	1	\$	\$	\$
Pants	11	1	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Racks - Small	1	N/A	\$	\$	\$
Black Rug (3' x 5')	4	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Virginia Beach Operations Seasonal Trolley Base</b>					
<b>Item</b>	<b>Item Quantity (A)</b>	<b>Estimated Staff (B)</b>	<b>Replacement Cost</b>	<b>Unit Price (C)</b>	<b>Extended Price (AxBxC)</b>
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	8	\$	\$	\$
Pants	11	8	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	1	\$	\$	\$



Short Sleeve Shirt	11	1	\$	\$	\$
Pants	11	1	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
Rags (18" x 18")	300	N/A	\$	\$	\$
Black Rug (3' x 5')	8	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					<b>\$</b>
<b>TOTAL BASE YEAR PRICE</b>				<b>\$</b>	

OPTION YEAR 1					
Hampton, VA Maintenance Staff					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	36	\$	\$	\$
Pants	11	36	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	6	\$	\$	\$
Short Sleeve Shirt	11	6	\$	\$	\$
Pants	11	6	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	36	N/A	\$	\$	\$
Rags (18" x 18")	700	N/A	\$	\$	\$
Black Rug (3' x 5')	6	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
Norfolk Tide Facility (NTF)					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	11	\$	\$	\$
Pants	11	11	\$	\$	\$
<b>Supervisors:</b>					



Long Sleeve Shirt	11	3	\$	\$	\$
Short Sleeve Shirt	11	3	\$	\$	\$
Pants	11	3	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
Black Rug (3' x 5')	11	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					<b>\$</b>
<b>Rail Operations - Warehouse</b>					
<b>Item</b>	<b>Item Quantity (A)</b>	<b>Estimated Staff (B)</b>	<b>Replacement Cost</b>	<b>Unit Price (C)</b>	<b>Extended Price (AxBxC)</b>
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	14	\$	\$	\$
Pants	11	14	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	7	\$	\$	\$
Short Sleeve Shirt	11	7	\$	\$	\$
Pants	11	7	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					<b>\$</b>

Building 1 – 18 <sup>th</sup> St. Bus Maintenance Location					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	80	\$	\$	\$
Pants	11	80	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	8	\$	\$	\$
Short Sleeve Shirt	11	8	\$	\$	\$
Pants	11	8	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Rack	3	N/A	\$	\$	\$
Black Rug (3' x 5')	8	N/A	\$	\$	\$
Rags (18" x 18")	1,500	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
Building 2 - 18 <sup>th</sup> Revenue Services Location					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	16	\$	\$	\$
Short Sleeve Shirt	11	16	\$	\$	\$
Pants	11	16	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					

Racks	1	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Building 2 - 18<sup>th</sup> Facility Maintenance Location</b>					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	4	\$	\$	\$
Pants	11	4	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	1	\$	\$	\$
Short Sleeve Shirt	11	1	\$	\$	\$
Pants	11	1	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Racks - Small	1	N/A	\$	\$	\$
Black Rug (3' x 5')	4	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Virginia Beach Operations Seasonal Trolley Base</b>					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	8	\$	\$	\$
Pants	11	8	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	1	\$	\$	\$



Short Sleeve Shirt	11	1	\$	\$	\$
Pants	11	1	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
Rags (18" x 18")	300	N/A	\$	\$	\$
Black Rug (3' x 5')	8	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					<b>\$</b>
<b>TOTAL OPTION YEAR 1 PRICE</b>					<b>\$</b>

OPTION YEAR 2					
Hampton, VA Maintenance Staff					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	36	\$	\$	\$
Pants	11	36	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	6	\$	\$	\$
Short Sleeve Shirt	11	6	\$	\$	\$
Pants	11	6	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	36	N/A	\$	\$	\$
Rags (18" x 18")	700	N/A	\$	\$	\$
Black Rug (3' x 5')	6	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
Norfolk Tide Facility (NTF)					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	11	\$	\$	\$
Pants	11	11	\$	\$	\$
<b>Supervisors:</b>					



Long Sleeve Shirt	11	3	\$	\$	\$
Short Sleeve Shirt	11	3	\$	\$	\$
Pants	11	3	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
Black Rug (3' x 5')	11	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					<b>\$</b>
<b>Rail Operations - Warehouse</b>					
<b>Item</b>	<b>Item Quantity (A)</b>	<b>Estimated Staff (B)</b>	<b>Replacement Cost</b>	<b>Unit Price (C)</b>	<b>Extended Price (AxBxC)</b>
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	14	\$	\$	\$
Pants	11	14	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	7	\$	\$	\$
Short Sleeve Shirt	11	7	\$	\$	\$
Pants	11	7	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					<b>\$</b>

Building 1 – 18 <sup>th</sup> St. Bus Maintenance Location					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	80	\$	\$	\$
Pants	11	80	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	8	\$	\$	\$
Short Sleeve Shirt	11	8	\$	\$	\$
Pants	11	8	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Rack	3	N/A	\$	\$	\$
Black Rug (3' x 5')	8	N/A	\$	\$	\$
Rags (18" x 18")	1,500	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
Building 2 - 18 <sup>th</sup> Revenue Services Location					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	16	\$	\$	\$
Short Sleeve Shirt	11	16	\$	\$	\$
Pants	11	16	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					

Racks	1	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Building 2 - 18<sup>th</sup> Facility Maintenance Location</b>					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	4	\$	\$	\$
Pants	11	4	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	1	\$	\$	\$
Short Sleeve Shirt	11	1	\$	\$	\$
Pants	11	1	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Racks - Small	1	N/A	\$	\$	\$
Black Rug (3' x 5')	4	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Virginia Beach Operations Seasonal Trolley Base</b>					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	8	\$	\$	\$
Pants	11	8	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	1	\$	\$	\$



Short Sleeve Shirt	11	1	\$	\$	\$
Pants	11	1	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
Rags (18" x 18")	300	N/A	\$	\$	\$
Black Rug (3' x 5')	8	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					<b>\$</b>
<b>TOTAL OPTION YEAR 2 PRICE</b>					<b>\$</b>

OPTION YEAR 3					
Hampton, VA Maintenance Staff					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	36	\$	\$	\$
Pants	11	36	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	6	\$	\$	\$
Short Sleeve Shirt	11	6	\$	\$	\$
Pants	11	6	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	36	N/A	\$	\$	\$
Rags (18" x 18")	700	N/A	\$	\$	\$
Black Rug (3' x 5')	6	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
Norfolk Tide Facility (NTF)					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	11	\$	\$	\$
Pants	11	11	\$	\$	\$
<b>Supervisors:</b>					



Long Sleeve Shirt	11	3	\$	\$	\$
Short Sleeve Shirt	11	3	\$	\$	\$
Pants	11	3	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
Black Rug (3' x 5')	11	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Rail Operations - Warehouse</b>					
<b>Item</b>	<b>Item Quantity (A)</b>	<b>Estimated Staff (B)</b>	<b>Replacement Cost</b>	<b>Unit Price (C)</b>	<b>Extended Price (AxBxC)</b>
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	14	\$	\$	\$
Pants	11	14	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	7	\$	\$	\$
Short Sleeve Shirt	11	7	\$	\$	\$
Pants	11	7	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$

Building 1 – 18 <sup>th</sup> St. Bus Maintenance Location					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	80	\$	\$	\$
Pants	11	80	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	8	\$	\$	\$
Short Sleeve Shirt	11	8	\$	\$	\$
Pants	11	8	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Rack	3	N/A	\$	\$	\$
Black Rug (3' x 5')	8	N/A	\$	\$	\$
Rags (18" x 18")	1,500	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
Building 2 - 18 <sup>th</sup> Revenue Services Location					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	16	\$	\$	\$
Short Sleeve Shirt	11	16	\$	\$	\$
Pants	11	16	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					

Racks	1	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Building 2 - 18<sup>th</sup> Facility Maintenance Location</b>					
<b>Item</b>	<b>Item Quantity (A)</b>	<b>Estimated Staff (B)</b>	<b>Replacement Cost</b>	<b>Unit Price (C)</b>	<b>Extended Price (AxBxC)</b>
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	4	\$	\$	\$
Pants	11	4	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	1	\$	\$	\$
Short Sleeve Shirt	11	1	\$	\$	\$
Pants	11	1	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Racks - Small	1	N/A	\$	\$	\$
Black Rug (3' x 5')	4	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Virginia Beach Operations Seasonal Trolley Base</b>					
<b>Item</b>	<b>Item Quantity (A)</b>	<b>Estimated Staff (B)</b>	<b>Replacement Cost</b>	<b>Unit Price (C)</b>	<b>Extended Price (AxBxC)</b>
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	8	\$	\$	\$
Pants	11	8	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	1	\$	\$	\$



Short Sleeve Shirt	11	1	\$	\$	\$
Pants	11	1	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
Rags (18" x 18")	300	N/A	\$	\$	\$
Black Rug (3' x 5')	8	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					<b>\$</b>
<b>TOTAL OPTION YEAR 3 PRICE</b>					<b>\$</b>

OPTION YEAR 4					
Hampton, VA Maintenance Staff					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	36	\$	\$	\$
Pants	11	36	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	6	\$	\$	\$
Short Sleeve Shirt	11	6	\$	\$	\$
Pants	11	6	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	36	N/A	\$	\$	\$
Rags (18" x 18")	700	N/A	\$	\$	\$
Black Rug (3' x 5')	6	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
Norfolk Tide Facility (NTF)					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	11	\$	\$	\$
Pants	11	11	\$	\$	\$
<b>Supervisors:</b>					



Long Sleeve Shirt	11	3	\$	\$	\$
Short Sleeve Shirt	11	3	\$	\$	\$
Pants	11	3	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
Black Rug (3' x 5')	11	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Rail Operations - Warehouse</b>					
<b>Item</b>	<b>Item Quantity (A)</b>	<b>Estimated Staff (B)</b>	<b>Replacement Cost</b>	<b>Unit Price (C)</b>	<b>Extended Price (AxBxC)</b>
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	14	\$	\$	\$
Pants	11	14	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	7	\$	\$	\$
Short Sleeve Shirt	11	7	\$	\$	\$
Pants	11	7	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$

Building 1 – 18 <sup>th</sup> St. Bus Maintenance Location					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	80	\$	\$	\$
Pants	11	80	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	8	\$	\$	\$
Short Sleeve Shirt	11	8	\$	\$	\$
Pants	11	8	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Rack	3	N/A	\$	\$	\$
Black Rug (3' x 5')	8	N/A	\$	\$	\$
Rags (18" x 18")	1,500	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
Building 2 - 18 <sup>th</sup> Revenue Services Location					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	16	\$	\$	\$
Short Sleeve Shirt	11	16	\$	\$	\$
Pants	11	16	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					

Racks	1	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Building 2 - 18<sup>th</sup> Facility Maintenance Location</b>					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	4	\$	\$	\$
Pants	11	4	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	1	\$	\$	\$
Short Sleeve Shirt	11	1	\$	\$	\$
Pants	11	1	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Racks - Small	1	N/A	\$	\$	\$
Black Rug (3' x 5')	4	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					\$
<b>Virginia Beach Operations Seasonal Trolley Base</b>					
Item	Item Quantity (A)	Estimated Staff (B)	Replacement Cost	Unit Price (C)	Extended Price (AxBxC)
<b>Hourly Staff:</b>					
Long Sleeve Shirt	11	8	\$	\$	\$
Pants	11	8	\$	\$	\$
<b>Supervisors:</b>					
Long Sleeve Shirt	11	1	\$	\$	\$



Short Sleeve Shirt	11	1	\$	\$	\$
Pants	11	1	\$	\$	\$
Coveralls (Trade in for one Uniform)	1	N/A	\$	\$	\$
<b>Miscellaneous:</b>					
Lockers	1	N/A	\$	\$	\$
Rags (18" x 18")	300	N/A	\$	\$	\$
Black Rug (3' x 5')	8	N/A	\$	\$	\$
<b>TOTAL PRICE</b>					<b>\$</b>
<b>TOTAL OPTION YEAR 4 PRICE</b>				<b>\$</b>	

<b>SUMMARY (ONE (1) BASE YEAR PLUS FOUR (4) ADDITIONAL ONE YEAR OPTIONS)</b>	
Base Year Total Price	\$
Option Year 1 Total Price	\$
Option Year 2 Total Price	\$
Option Year 3 Total Price	\$
Option Year 4 Total Price	\$
<b>TOTAL PRICE</b>	\$

**Note:** Unit prices proposed shall include all overhead, markups and profit, and represent the total amount payable by HRT. No other costs or fees will be entertained.

The undersigned certifies that he/she is an officer or responsible executive of the above firm and is fully authorized to submit this proposal on said firm's behalf.

**Company Name**

\_\_\_\_\_

**Signatory Name**  
(Please Print)

\_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_

Date

**END OF SECTION**

## **SPECIAL PROVISIONS**

### **1. TYPE OF CONTRACT**

This solicitation will result in a firm fixed unit price Contract to provide uniform rental services. Compensation to the Contractor shall be based upon the unit prices in the Price Schedule and services in accordance with the Scope of Work.

### **2. PERIOD OF PERFORMANCE**

The term of the Contract shall be for a period of one (1) base year with four (4) additional one-year options, to be exercised at the sole discretion of HRT.

### **3. OPTIONS**

The initial base term of the Contract shall be one (1) year from the date specified in the Notice of Award. HRT shall have the option to extend the Contract for up to four (4) additional years on the same terms and conditions and at prices set forth in the Price Schedule for the option years. HRT may exercise the option by giving written notice to the Contractor within thirty (30) days prior to the date on which this Contract would otherwise expire.

### **4. PAYMENT**

- A. Payment will only be made after receipt of a proper invoice. A proper invoice includes the purchase order/Contract number, date of invoice and a description of service delivered.
- B. Mail original and one copy of all invoices to Accounts Payable, 3400 Victoria Blvd., Hampton, VA 23661 or [acctspayable@hrtransit.org](mailto:acctspayable@hrtransit.org). Contract Number/Purchase Order Number must be present on the invoice

### **5. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT**

A 3% DBE goal has been established for this solicitation. Please see Appendix A for information and guidance.

### **6. VARIATION IN ESTIMATED QUANTITY**

If the quantity of a unit-priced item in this Contract is an estimated quantity and the actual quantity of the unit priced item varies by more than twenty-five percent (25%) above or below the estimated quantity, an equitable adjustment in the Contract price shall be made upon request of either party in accordance with General Conditions 2, Changes. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity.

For an actual quantity exceeding 125% of the estimated quantity, the unit price shall be adjusted only for the quantity in excess of 125% of the estimated quantity. For an actual quantity less than 75% of the estimated quantity, the unit price shall be adjusted for the total actual quantity of work

performed. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time.

## **7. DOCUMENTATION**

Documentation produced by the Contractor/Consultant as a deliverable under this Contract, including but not limited to databases, reports, drawings, etc., shall be produced and submitted to the Commission in an editable electronic format, as well as, in print form upon consultation with the Commission's Project Manager.

## **8. QUALITY CONTROL/QUALITY ASSURANCE**

Materials furnished and Work performed by the Contractor shall conform to requirements given in the Scope of Work.

The Contractor has primary responsibility for inspection and testing of all materials required in the performance of this Contract. HRT or its designee will independently perform check testing and periodic inspections to verify adequacy of Contractor's quality controls or for any other purpose and will bear the cost of such testing and inspection. HRT reserves the right to reject materials on the basis of HRT instituted inspection and testing.

Materials furnished or work performed which does not comply with Contract requirements will be considered non-conforming. Work considered non-conforming includes, but is not limited to:

- A. Work done or products incorporated beyond lines established by HRT;
- B. Work done or products incorporated contrary to HRT's instructions;
- C. Work changed or added without HRT's written authorization;
- D. Work which includes incorporation of unapproved substitutions;
- E. Work performed or Materials furnished without the required testing, inspection or other conformance documentation or without required warranties;
- F. Work or Materials not in conformance with the Contract requirements.

When non-conforming work is discovered, HRT may:

- G. Reject the Materials or workmanship or require its correction. Contractor shall satisfactorily correct rejected workmanship or satisfactorily replace rejected Materials at Contractor's own expense and promptly segregate and remove rejected Materials from the Work Site and properly dispose of them.

If Contractor fails to promptly replace rejected Materials or correct rejected workmanship, HRT may,

- 1. By contract or otherwise, remove and replace such rejected Materials or workmanship, correct such Materials or workmanship, and dispose of all rejected

Materials and workmanship so removed, charging the costs thereof to the Contractor, or

2. Terminate the Contractor's right to proceed in accordance with General Condition 44, Termination for Default and Contractor and its sureties shall be liable for any costs and damages incurred.
- H. Accept the Materials or workmanship as suitable for the intended purpose, document the basis of such acceptance, and deduct an equitable amount from the Contract price for uncorrected work.

## **9. PUBLICITY, ADVERTISING AND PUBLIC RELATIONS**

The Contractor shall comply with FTA requirements, City of Norfolk, and Commonwealth of Virginia ordinances. Any publicity or advertising shall be coordinated with HRT's Public Involvement staff. The Contractor shall not make any public announcement or statement regarding the award or performance of this Contract without the prior consent of HRT's Public Involvement staff.

## **10. PRIORITY OF SERVICE**

HRT is a public body providing an essential public service. Accordingly, the Contractor shall afford HRT the highest priority in delivering items hereunder at all times, including but not limited to during any shortages of supply, wars, riots, civil unrest, storms or other adverse weather conditions, or other events constituting a public emergency. Time is of the essence of this Contract.

**END OF SECTION**

## GENERAL CONDITIONS

### 1. DEFINITIONS AND ACRONYMS

**Agency** or **Commission** or **HRT** or **TDCHR** or **Board of Commissioners** or **Administration** or **Hampton Roads Transit** means the Transportation District Commission of Hampton Roads.

**Change Order** or **Modification** means a written document signed by the Commission, and issued to the Contractor, which alters the scope of the Work to be performed by the Contractor, changes the schedule for performance of the Work, increases or decreases the Contractor's compensation, or makes any other change to the Contract.

**Completion** means "final completion."

**Contract** includes the properly executed Solicitation, Offer and Award Form; the Contractor's offer, including executed bid/proposal forms and attachments; the Special Provisions, General Conditions, Appendices, Exhibits, Plans, and Specifications; properly executed Certificates of Insurance; Payment Bond; Performance Bond; List of Subcontractors; List of Changes in Subcontractors, due to Alternates; Notice(s) to Proceed; and all Amendments (Addenda) issued prior to and all Modifications (Change Orders) issued after execution of the Contract. **Contract Administrator** means the person granted authority to act on behalf of the Commission in all matters concerning this Contract, any successor thereto, and the authorized representative of the Contract Administrator acting within the limits of authority delegated by the Contract Administrator. The term **Contracting Officer** may also be used to delineate this responsibility.

**Contractor** or **Consultant** means the individual, firm, partnership, corporation, joint venture, or combination thereof who, as an independent Contractor, has entered into this Contract with the Commission for the performance of the Work required by the Contract.

**Days** except as otherwise provided herein, shall refer to calendar days, including without limitation weekends and holidays.

**Final Completion** means fulfillment of all the Contractor's obligations under the Contract.

**Materials** includes materials, equipment, products, articles and other physical items incorporated or to be incorporated into the Work.

**Owner** means Hampton Roads Transit.

**Product Data** includes written or printed descriptions, illustrations, standard schedules, performance charts, instructions, brochures, diagrams, drawings, or other information furnished by the Contractor to describe Materials to be used for some portion of the Work.

**Project** means the Commission's overall objective or endeavor of which this Contract forms a part.

**Project Manager** or **PM** means either the Commission's or the Contractor's designated and authorized representative and point of contact for managing the project. The PM is charged with the oversight and administration of the performance of the Work.

**Project Schedule** means the schedule prepared by the Contractor and accepted by the Commission setting forth the logical sequence of activities required for the Contractor's orderly performance and completion of the Work in accordance with this Contract, and specifically, to meet the specified milestone dates, including updates.

**RFP** means Request for Proposal.

**Samples** include physical examples of Materials to be supplied or workmanship, which shall, when approved by the Commission, establish standards by which the Work shall be judged.

**Shop Drawings** means drawings, diagrams, schedules, or other data prepared by the Contractor or any Subcontractor, manufacturer, supplier, or distributor to illustrate or detail some portion of the Work.

**Specifications** means that part of the Contract containing written directions and requirements for completing the Work. Standards, or portions thereof, cited in the Specifications by reference shall have the same effect as if physically included in the Contract in their entirety.

**Special Provisions** means Contractual terms which supplement or modify the General Conditions. Any such Special Provision shall take precedence over any General Condition modified by it.

**Specialty Items** means Materials which are of a special design or which require special fabrication specifically for this Project.

**Subcontract** means any agreement including purchase orders (other than one involving an employer/employee relationship) entered into between the Contractor and a Subcontractor calling for services, labor, equipment, and/or materials required for the Contract performance, including any modification thereto.

**Subcontractor** means any individual, firm, partnership, corporation, joint venture, or combination thereof, or other entity, other than employees of the Contractor, who contract with the Contractor or a Subcontractor of any tier to furnish services, labor, equipment and/or materials, or labor and materials, under this Contract. As used herein, the term Subcontractor is considered to include the term Supplier.

**Supplies, material and equipment**, as used herein shall include without limitation, all items, tangible or intangible, to be incorporated in the Work or otherwise delivered to the Commission hereunder.

**Work** means the furnishing of all of the supervision, labor, Materials, equipment, services, and incidentals necessary to complete any individual item and the entire Contract and the carrying out of any duties and obligations imposed on the Contractor by the Contract.

## **2. CHANGES**

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this Contract. Such change shall serve to modify this Contract to the extent necessary to execute the change as directed.

If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Work under this Contract, whether changed or not changed by the order, the Contracting Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract accordingly.

The Contractor must assert its right to an adjustment under this article within three (3) working days from the date of receipt of the written order. Failure by Contractor to give timely notice of the change could constitute waiver of a claim for an equitable adjustment. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment of the Contract.

If the Contractor's proposal includes the cost of equipment or materials made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of such equipment or materials.

Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this article shall excuse the Contractor from proceeding with the Contract as changed.

Granting or acceptance of extensions of time to complete the Work or furnish the labor, supplies, materials, or equipment required under the Contract will not release the Contractor or its surety from their obligations hereunder.

## **3. ORDER OF PRECEDENCE**

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: Contract Modifications (Change Orders), Contract Agreement, Contract Appendices, Special Provisions, General Conditions, Plans, Technical Specifications, Contractor's proposal including executed forms and attachments.

## **4. ASSIGNMENT AND DELEGATION**

The Contractor shall neither delegate any duties or obligations under this Contract nor assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Contracting Officer.

## **5. AUTHORITY OF OWNER'S REPRESENTATIVE**

The Work of the Contract will be conducted under the general direction of the Commission's Project Manager (PM). The PM has authority to oversee the performance of the Work, and may take the following actions:

- A. Act as the principal technical point of contact with the Contractor.
- B. Review and approve invoices and payment estimates. In those cases requiring release of final retained percentage of payment, the Project Manager will make his/her recommendations in writing to the Contracting Officer.
- C. Coordinate correspondence with the Contract Administrator if it significantly affects the Contractual terms, or the rights and obligations of the parties thereunder.
- D. Notify the Contract Administrator whenever the Project Manager has reason to believe that any estimated cost not-to-exceed amount for a Contract modification will be exceeded.
- E. Approve, in writing, the Contractor's progress schedule when required.
- F. Receive from the Contractor monthly DBE status reports, if applicable.
- G. Provide the Contract Administrator with a written notification after all Work has been satisfactorily completed with stating that he/she is not aware of any open issues that would preclude close out of the Contract.

The Contractor shall adhere to the actions below only if received from or directed by the Contracting Officer or his designee.

- A. Contract modifications
- B. Issuance of written orders to stop and/or resume Work.
- C. Negotiations with the Contractor for adjustment of Contract price and/or time.

The presence or absence of the Commission's Project Manager or inspectors at any time shall not relieve the Contractor from adherence to any requirement of the Contract.

## **6. FLOWDOWN**

The Contractor shall ensure appropriate flow-down of applicable Contract provisions to appropriate subcontracts of every tier. Contractor agrees that it will incorporate the provisions of this Contract, to the extent applicable, into all subcontracts and orders with Subcontractors and suppliers of all tiers. It is understood that these provisions apply to all types of Contracts and/or Subcontracts specifically including lump sum (or fixed price Contracts), unit price Contracts, and/or cost type Contracts with or without a guaranteed maximum. It is further understood that change order provisions will apply to all methods of change order pricing specifically including lump sum change order proposals and cost type change order proposals.

## **7. SUBCONTRACTING**

The Commission reserves the right, without liability, to approve any Subcontractor of any tier employed by the Contractor hereunder. Nothing in the Contract shall create any contractual relationship between the Commission and any Subcontractor. The Contractor is fully responsible to the Commission for the acts and omissions of its Subcontractors, vendors, materialmen, and persons directly employed by any of them.

Contractor shall not, without the prior written consent of the Contracting Officer, substitute any Subcontractor in place of any previously approved Subcontractor. When a portion of the Work which has been subcontracted by the Contractor is not being performed in a manner satisfactory to the Commission, the Subcontractor shall be removed immediately upon the written request of the Commission, and shall not be employed for any future Work under the Contract. The Commission reserves the right to direct the removal from the Work site of any individual employed, directly or indirectly, by the Contractor or any Subcontractor. No substitution or replacement of a Subcontractor, however caused, shall relieve the Contractor of its obligation to attain the percentage of DBE activity specified herein.

Contractor shall, within ten (10) days of receiving payment from the Commission, pay all amounts properly due to its Subcontractors and materialmen, and shall cause its Subcontractors of every tier to pay their Subcontractors and materialmen within an equivalent period after their receipt of payment. Contractor shall promptly notify the Commission of any circumstance in which payment is not so made. Failure to comply with the requirements of this paragraph may be deemed a material breach of this Contract. Any retainage held at the completion of a Subcontractor's work shall be returned to the Subcontractor within thirty (30) days of the completion and acceptance of the Subcontractor's work.

For those Contracts for which a DBE goal has been established, the failure to perform in accordance with the DBE program detailed in Appendix A may result in partial or full suspension of payment and/or progress payments.

Should Contractor wish to withhold payment otherwise due a Subcontractor hereunder, it shall notify the Commission's representative of such intention in writing, providing the reasons for such withholding. Approval of such withholding by the Commission is required. Contractor shall furnish the Commission with a copy of the notice given to the Subcontractor or Supplier specifying:

- A. The amount to be withheld;
- B. The specific causes for the withholding under the terms of the Subcontract; and
- C. The remedial actions to be taken by the Subcontractor or Supplier in order to receive payment of the amounts withheld.

## **8. INVOICES**

Mail original and one (1) copy of all invoices to Transportation District Commission of Hampton Roads, ATTN: Accounts Payable, 3400 Victoria Blvd, Hampton, VA 23661. Electronic invoices may be submitted to [acctspayable@hrtransit.org](mailto:acctspayable@hrtransit.org).

The form and content of invoices are subject to review and approval by the Commission. Payment will be made only after receipt and approval of a proper invoice. A proper invoice includes the purchase order/Contract number, date of invoice, dates of delivery of item/service, a description of the item/service delivered, sizes and quantities if applicable, unit prices, and extended totals, and any additional information required by the Commission. Invoices shall be accompanied by any supporting documentation that may be required by the Commission.

Contractor shall also provide a "Form E – Contractor's Monthly DBE Payment Report," as applicable, with each application for payment. This form is provided in Appendix A.

## **9. PAYMENTS**

The Commission shall pay to Contractor, at the times and in the manner hereinafter provided, the amount set forth in the Price Schedule for the Work satisfactorily performed, contingent upon Contractor's satisfactory compliance with the terms and conditions of the Contract. Contractor agrees to accept that amount as full and final payment for all labor, materials, supplies, equipment, overhead, profit, taxes, duties, and charges of whatever nature incurred by Contractor in performing its obligations under the Contract.

Contractor shall not request payment from the Commission of any amount that the Contractor has withheld or retained from Subcontractors or Suppliers until such time that Contractor has determined and certified to the Commission that the Subcontractor is entitled to the payment of such amount. If Contractor has made application for payment to the Commission and subsequently withholds or retains payments from a Subcontractor, Contractor may be obligated to pay interest to the Commission on that amount, in addition to any other remedies the Commission may have hereunder.

No approval for payment, nor any payment, nor any partial or entire use or occupancy of any portion of the Work by the Commission, shall constitute an acceptance of any Work that is not in accordance with the Contract.

In the event Progress Payments are applicable, and unless otherwise specified in the Special Provisions or Specifications, within thirty (30) days after receipt of the Commission's Notice to Proceed, and prior to submission of Contractor's first invoice, Contractor shall submit to the Commission a supplementary Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Commission may require. When accepted by the Commission, that schedule shall be the basis for determining the amount of each progress payment.

Contractor shall submit monthly invoices setting forth the percentage of Work, or units of Work where applicable, completed during the month and the amount due for such Work based upon the Price Schedule and any supplementary schedule of values that may be required by the PM.

By submitting a Request for Payment, Contractor warrants that:

- A. Title to all Materials furnished by Contractor or incorporated into the Work by Contractor and covered by the progress payment shall pass to the Commission at the time Contractor receives the progress payment;
- B. All Materials are free and clear of all liens, claims, security interests, or encumbrances; and
- C. No Materials have been acquired by Contractor or any other entity furnishing Materials or Work under this Contract, that are subject to an agreement under which an interest in, or encumbrance on, the Materials or Work is retained by the seller or otherwise imposed.

The Commission may, upon request and at its discretion, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by Contractor and the action taken on the application by the Commission on account of Work done by the Subcontractor.

#### **10. AVAILABILITY OF FUNDS**

- A. Funds may not be presently available for performance under this Contract beyond the end of the Commission's current fiscal year (July 1 to June 30). The Commission's obligation for performance of this Contract beyond that date is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the Commission for any payment may arise for performance under this Contract until funds are made available to the Contracting Officer for performance and until the Consultant receives notice of availability, to be confirmed in writing, by the Contracting Officer. Any option exercised by the Commission which will be performed in whole or in part in a subsequent fiscal year is subject to availability of funds in the subsequent fiscal year and will be governed by the terms of this Article.
- B. This Contract may be funded in whole or in part by grants from the Federal Transit Administration, the Commonwealth of Virginia or the Commission's member communities. The performance of this Contract is expressly contingent upon receipt of such funds.

#### **11. WITHHOLDING OF PAYMENTS**

The Commission may withhold all or part of a payment to the extent deemed necessary to protect the Commission from loss because of (1) defective Work not remedied; (2) third party claims filed, or evidence reasonably indicating that a third party claim will be filed; (3) failure of Contractor to make payments properly to Subcontractors, or for labor, materials, or equipment; (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract price; (5)

damage to the Commission or another Contractor; (6) Contractor's failure to carry out the Work in accordance with the Contract; (7) Contractor's failure to comply with any material provision or requirement of the Contract; (8) Contractor's failure to pay the deductible portion of any insured claim filed by third parties against the Contractor; (9) Contractor's failure to provide the required progress schedules and record drawings in accordance with the Contract; (10) any sums expended by the Commission in performing any of the Work under the Contract which the Contractor has failed to perform; or (11) liquidated damages, if applicable.

## **12. CONDITIONS AFFECTING THE WORK**

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and extent of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so shall not relieve the Contractor from responsibility for successfully performing Work without additional expense to the Commission. The Commission assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Contract.

## **13. GOVERNING LAW AND CHOICE OF VENUE**

This Contract shall be governed by the laws of the Commonwealth of Virginia, notwithstanding any conflicts of law, provisions to the contrary. The parties agree that the sole and exclusive venue for any disputes arising out of or related to this Contract will be the Federal District Court or State Circuit Court sitting in the City of Norfolk, Virginia.

## **14. WAIVER OF CONDITIONS**

The waiver of any provision, term or condition in this Contract by the Commission on any particular occasion shall not constitute a general waiver of that or any other provision, term or condition, nor a release from the Contractor's obligation to otherwise perform or observe any other provision, term or condition of the Contract, and shall not be considered a precedent for future waivers.

## **15. NOTICE OF INTENT TO FILE A CLAIM**

Whenever the Contractor deems a potential claim has arisen, the Contractor shall, within three (3) days, notify the Contract Administrator in writing of its intent to file a claim, before proceeding with any Work viewed by the Contractor as outside of the current Scope of Work. The claim shall be submitted within thirty (30) calendar days of initial notification.

Should the Contractor assert a claim against the Commission, under this or any other provision of this Contract, involving an amount in excess of fifty thousand dollars (\$50,000.00), it shall accompany such claim with a sworn affidavit and certification that, to the best of the Contractor's knowledge and belief, the facts and amounts stated in the claim are true and complete and that the

claim is asserted in good faith. Failure to submit such affidavit and certification shall be grounds for denial of such claim.

**16. SEVERANCE**

If any part of Contract is declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect, to the greatest extent consistent with the determination of such court.

**17. GENERAL INSURANCE REQUIREMENTS**

**RFP # 17-75521 must be listed in the Description/Remarks of the Certificate.**

The Contractor shall procure and maintain, at his own cost and expense, during the entire period of the performance under this Contract, the following types of insurance.

**IMPORTANT NOTE: Cancellation of insurance will automatically place the Contractor in default. Contractor shall keep proper insurance in full force and effect at all times during the life of the Contract.**

**WORKERS' COMPENSATION:**

A policy complying with the requirements of the statutes of the jurisdiction in which the work will be performed, and if there is any exposure to any of the Contractor or Subcontractor personnel with the U. S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor will provide coverage for these requirements. Waiver of Subrogation to be included in favor of Transportation District Commission of Hampton Roads shall be clearly stated. A valid Certificate of Insurance evidencing the waiver and policy coverage limits must be provided prior to commencement of the Contract.

Worker's Compensation:	STATUTORY
Employer's Liability - Each Accident	\$1,000,000
Disease Policy Limits	\$1,000,000
Disease - Each Employee	\$1,000,000

**COMMERCIAL GENERAL LIABILITY:**

The Contractor and any Subcontractor shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The Commercial General Liability insurance shall include, at a minimum, the following coverage:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$2,000,000 per policy year.

Coverage for environmental impairment of \$1,000,000 shall be included.

The Contractor and any Subcontractor shall name the following as an Additional Insured and include Waiver of Subrogation:

Transportation District Commission of Hampton Roads shall be included as an additional insured under the coverage for Commercial General Liability insurance with respect to all activities under this contract and shall provide a copy to the Contracting Officer.

**AUTOMOBILE INSURANCE:**

The Contractor and any Subcontractor shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The Automobile Insurance maintained by the Contractor and any Subcontractor shall include, at a minimum, the following coverage:

- Owned and Hired Automobiles
- Non-Owned Automobiles

The minimum Limit of Liability shall be:

\$1,000,000 Combined Single Limit Per Occurrence

The Contractor and any Subcontractor shall name the following as an Additional Insured and include Waiver of Subrogation:

Transportation District Commission of Hampton Roads shall be included as an additional insured under the coverage for Automobile Liability insurance with respect to all activities under this Contract and shall provide a copy to the Contracting Officer.

**UMBRELLA/EXCESS LIABILITY**

Will accept Umbrella/Excess liability if limits above cannot be met under the primary contracts.

The Contractor and any Subcontractor shall name the following as an Additional Insured and include Waiver of Subrogation:

Transportation District Commission of Hampton Roads shall be included as an additional insured under the coverage for Umbrella/Excess Liability insurance with respect to all activities under this Contract and shall provide a copy to the Contracting Officer.

**SPECIAL PROVISIONS OF INSURANCE FURNISHED BY CONTRACTOR OR ANY SUBCONTRACTOR**

- A. The Contractor shall forward to the Contracting Officer for approval a certificate, or certificates, issued by the insurer(s), of the insurance required under the foregoing

provisions, including special endorsements. Such certificate(s) shall be in a form satisfactory to the Commission and shall list the various coverage's and limits. Insurance companies providing the coverage must be acceptable to Commission; rated by A.M. Best and carry at least an "A-" rating. In addition to any provisions herein before required, a provision of such insurance policies shall be that the policies shall not be changed or canceled. Contractor is required to renew their coverage at expiration for the duration of the job and continue in full force and effect until final acceptance by the Commission of all work covered by the Contract, unless the Commission is given thirty (30) days written notice before any change to limits or conditions or cancellation is made effective. The Contractor shall promptly furnish the Contracting Officer with a certified copy of each insurance policy upon request.

- B. All insurance shall be procured from insurance or indemnity companies acceptable to the Commission/Jurisdiction and licensed and authorized to do business in Commonwealth of Virginia. Commission/Jurisdiction approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- C. If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect as required herein, the Contracting Officer may terminate this Contract for Default or obtain insurance coverage equal to that required herein, the full cost of which shall be charged to the Contractor and deducted from any payments due the Contractor.

## **18. ONSITE SAFETY AND SECURITY**

Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), and all applicable Commonwealth of Virginia and local laws, ordinances and regulations during the performance of this Contract.

Upon request, Contractor or Subcontractor shall provide the Commission with a list of names and residential addresses for all on-site representatives or individuals provided with a security badge and/or key.

All Contractors, Subcontractors, and on-site representatives working near moving traffic, on the Commission's property or public roads, including right of way areas and vehicle yards, are required to wear a Type 2 vest. The vest shall be an outer garment and shall not be covered by anything, i.e. articles of clothing or a carrying bag, etc. Any substitutions such as Class 2 reflective Tee Shirts or reflective jackets must be pre-approved by the Commission's Department of Safety Security and Risk Management.

Upon entry into any Commission facility, all Contractors, Subcontractors, and onsite representatives must comply with all OSHA Regulations and the Commission's policies for

Personal Protective Equipment (PPE) such as safety glasses, work boots, and protective gloves. All Commission policies related to onsite safety and security will be provided upon request.

The Contractor shall be responsible for obtaining and posting Material Safety Data Sheets to the full extent required by law.

## **19. SENSITIVE SECURITY INFORMATION**

Contractor shall take all appropriate measures to protect “sensitive security information” made available during the course of its performance hereunder, in accordance with the provisions of 49 U.S.C. Section 40119(b); the implementing U.S. Department of Transportation regulations at 49 CFR Part 15; 49 U.S.C. Section 114(s); and the implementing U.S. Department of Homeland Security regulations at 49 CFR Part 1520. Contractor shall ensure, and require its Subcontractors to ensure, that the requirements of this section be included in subcontracts at all tiers.

## **20. HAZARDOUS CHEMICALS AND WASTES**

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances by it or its employees, agents, representatives, or by its Subcontractors or suppliers of any tier, or the employees, agents or representatives of any of them during the course of its performance of the Work. The Contractor shall immediately report any such release to the Commission’s Project Manager. The Contractor shall be solely responsible for compliance with all applicable Federal, State and local laws and regulations regarding reporting of such releases of hazardous chemicals or substances to appropriate government agencies. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of such releases, including without limitation the payment of any fines or penalties levied against the Commission as a result of such release, and shall hold harmless, indemnify, and defend the Commission from any claims arising from such release. For purposes of this section only, “claims” include (1) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and (2) any claim, cause of action, or administrative or judicial proceeding brought against the Commission, its Commissioners, officers, employees or agents, or for any loss, cost (including reasonable attorney’s fees) damage, or liability, sustained or suffered by any person or entity including the Commission.

In the event that the Contractor discovers hazardous materials in the course of its Work, it shall immediately cease Work in the affected area, remove its personnel, and notify a field representative of the Commission or the Commission’s Project Manager, and shall not resume Work until directed by the Commission. Any delay or other costs incurred by the Contractor as a result of such Work stoppage shall be compensable hereunder, provided that the Contractor (1) is not responsible for the hazardous materials under this Section; and (2) complies with the requirements of this paragraph regarding the stoppage of Work, notification, and removal of personnel.

If in the performance of the Work, the Contractor uses hazardous chemicals or substances or creates any hazardous wastes, as defined in federal and State law, all such resulting hazardous wastes shall be properly handled, stored and disposed of according to federal, State, and local laws, including the use of protective equipment and clothing by workers exposed to such hazardous materials, substances, or wastes, at the expense of the Contractor. The Contractor shall dispose of any and all such hazardous wastes under its own EPA Identification Number via a licensed hazardous waste transporter, at an appropriately permitted disposal facility selected by the Contractor. In no event shall the Commission be identified as the generator of any such wastes. The Contractor shall determine whether any wastes generated during the Work is hazardous waste, and shall notify the Commission's Project Manager if Contractor generates any hazardous wastes. The Commission reserves the right to a copy of the results of any tests conducted on the wastes, and at the Commission's cost, to perform additional tests or examine those wastes prior to disposition. The Contractor shall hold harmless, indemnify, and defend the Commission from any claims arising from the disposal of such hazardous wastes regardless of the absence of negligence or other malfeasance by Contractor.

## **21. ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY**

The Commission recognizes that environmental compliance involves everyone (both internal and external to the Commission), and expects its Contractors, suppliers, and vendors to provide services in an environmentally-responsible manner. This includes, among other things, maximizing the use of recycled and recyclable materials and supplies, utilizing energy-efficient and non-polluting vehicles and equipment, and encouraging employee awareness of environmentally-sensitive activities in order to mitigate potential adverse impacts on the environment. The Commission has instituted an Environmental Management System (EMS) that complies with the ISO 14001:2004 Standard. As such, it is the Commission's responsibility to make sure all of its Contractors, suppliers and vendors are informed of its Environmental Management Policy and EMS Procedures. Acceptance of this Contract constitutes acknowledgement of the information presented herein and included in the Commission's Environmental Compliance Contractor Briefing Package and Preconstruction Mitigation Disclosure Form.

## **22. WARRANTY**

The Contractor warrants that it will perform this Contract in a good and workmanlike manner consistent with accepted industry practice and in compliance with applicable laws and regulations. The Contractor warrants that any products and all services it will provide are of a merchantable quality and suitable for the purposes of this Contract.

Warranty of the Work shall be a minimum of one (1) year from final acceptance. Items corrected during the warranty period will have an additional warranty period, from acceptance of the correction.

Contractor shall obtain for the benefit of the Commission, each of its suppliers' standard commercial warranty for items purchased by the Contractor and incorporated in the Work hereunder. All such warranties, as well as manuals or other documents related to the use or operation of such items, shall be provided to the Commission prior to Final Acceptance of the Work. However, notwithstanding any warranty or inspection and acceptance by the Commission or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed and materials, supplies or equipment furnished under this Contract will, at time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Contracting Officer shall give written notice to the Contractor of any defect or nonconformance identified by the Commission. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming Work, or (2) that the Commission does not require corrective action or reperformance.

If the Contractor is required to correct or reperform, it shall be at no cost to the Commission, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as Work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by Contract or otherwise, correct or replace with similar service and charge to the Contractor the cost occasioned to the Commission thereby, or make an equitable adjustment in the Contract price. The Contractor shall not be entitled to any extension of the Contract schedule as a result of any required correction or reperformance, or failure to do so.

If the Commission does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

In addition to the Contractor's warranty defined herein, warranties provided by a manufacturer shall be passed on to the Commission at no additional cost.

### **23. INSPECTION OF MATERIALS AND SUPPLIES**

The Contractor shall provide and maintain an inspection system acceptable to the Commission covering its provision of materials and supplies under this Contract. Complete records of all inspection Work performed by the Contractor shall be maintained and made available to the Commission during Contract performance and for as long afterwards as the Contract requires.

The Commission has the right to inspect all materials and supplies provided by the Contractor, to the extent practicable at all times and places during the term of the Contract. The Commission shall perform inspections and tests in a manner that will not unduly delay the Work.

If any of the materials and supplies do not conform to Contract requirements, the Commission may require the Contractor to provide materials and supplies in conformity with Contract requirements, at no cost or delay to the Commission, including costs of reinspection.

When defects in materials and supplies cannot be corrected, the Commission may –

- A. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
- B. Reduce the Contract price to reflect the reduced value of materials and supplies provided;
- C. Charge the Contractor all reasonable cost incurred by the Commission directly related to the acquisition of conforming materials and supplies from another party; or
- D. Terminate the Contract or the portion affected by the non-performance for default.

#### **24. TITLE AND RISK OF LOSS**

Unless this Contract specifically provides for earlier passage of title, title to the Work, and any supplies, material or equipment covered by this Contract shall pass to the Commission upon formal acceptance, regardless of when or where the Commission takes physical possession.

Unless this Contract specifically provides otherwise, risk of loss of or damage to the Work, or supplies, materials and equipment covered by this Contract shall remain with the Contractor until, and shall pass to the Commission upon:

- A. Acceptance by the Commission of conforming materials and supplies at the destination specified in this Contract.
- B. Notwithstanding (A) above, the risk of loss of or damage to supplies which so fail to conform to the Contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time (A) above shall apply.

#### **25. DELIVERY**

The Contractor shall prepare all materials and supplies for shipment in such a manner as to protect them from damage in transit, and shall be responsible for and repair all damaged parts or replace all losses incurred in the course of delivery of the materials and supplies.

#### **26. MATERIALS AND WORKMANSHIP**

All materials, parts and equipment furnished by the Contractor shall be new, high grade and free from defects. Workmanship shall be in accordance with generally accepted industry standards. The Contractor shall establish and maintain quality assurance policies and procedures to ensure compliance with these specifications. Such policies and procedures shall be subject to review and approval by the Commission.

The Commission shall have the right to correct nonconforming materials and supplies, which is not remedied by Contractor, with other forces at the Contractor's expense.

Nothing in this section shall limit or restrict the provisions of any warranty of fitness as set forth in the Special Provisions, these General Conditions, and other portions of the Contract Documents.

## **27. SUSPENSION**

The Commission may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Commission may determine. An adjustment may be made for increases in the schedule or cost of performance of the Contract excluding profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent: (1) that performance is, was or would have been suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Contract.

## **28. DELAY OF WORK**

If the performance of all or any part of the Work is delayed or interrupted by an act of the Contracting Officer in the administration of this Contract, which act is not expressly or impliedly authorized by this Contract, or by his/her failure to act within the time specified, an adjustment (excluding profit) shall be made for any increase in the schedule or cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Article for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or for which an adjustment is provided or excluded under any other provision of this Contract.

No claim under this clause shall be allowed for any costs incurred more than twenty (20) working days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the end of such delay or interruption, but not later than the date of final payment under the Contract.

## **29. STOP WORK ORDER**

The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part of the Work called for by this Contract for a period not to exceed ninety (90) calendar days after the order is delivered to the Contractor or any other date cited in the order, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this article. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to protect and preserve the Work, minimize the incurrence of costs allocable to the Work covered by the order during the period of Work stoppage. Within a period of ninety (90) calendar days after a stop work order is delivered to the Contractor, or within any extension of that period, the Contracting Officer shall either cancel the stop work order, or terminate the Work covered by such order as provided in Section 45, Termination for Convenience, of these General Conditions.

If a stop work order issued under this Article is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract modified in writing accordingly, if:

- A. The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract, and
- B. The Contractor asserts a claim for such adjustment within thirty (30) calendar days after the end of the period of Work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this Contract.

If a stop work order is not cancelled and the Work covered by such order is terminated for the convenience of the Commission, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

### **30. CONFLICT OF INTEREST**

- A. Contractor covenants no appointed or elected official, member or other officer or employee of the Commonwealth of Virginia, or of the Transportation District Commission of Hampton Roads (TDCHR), or their affiliates and subsidiaries: i) is interested directly or indirectly, in any manner whatsoever in or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof; ii) has been or will be offered or given any tangible consideration in connection with this Contract; and/or iii) has used confidential information that he/her acquired by reason of his/her public position, and which is not available to the public, in conjunction with the Contract.
- B. Contractor covenants that it has not, nor anyone on its behalf, directly or indirectly offered, promised, nor actually given any money, honorarium, loan, gift, favor, service, or business or professional opportunity to any appointed or elected official, member or other officer or employee of the Commonwealth of Virginia, or of the TDCHR, or their affiliates and subsidiaries, in conjunction with the preparation of the Proposal
- C. Contractor covenants that no person associated in any way with the Contract participated in the underlying preparation of the Invitation for Bid or Request for Proposal by TDCHR.
- D. Contractor covenants that it does not employ any current TDCHR employees or former TDCHR employees (who have been separated from TDCHR for less than one calendar year) that have or had any responsibility for procurement transactions at TDCHR.
- E. Contractor covenants that neither Contractor nor, to the best of the Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of the Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.

F. In the event the Contractor has no prior knowledge of a conflict of interest as set forth in “A” and “E” above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the Commission’s Director of Procurement. Contractor shall thereafter cooperate with the Commission’s review and investigation of such information, and comply with any instruction it receives from the Director of Procurement in regard to remedying the situation.

### **31. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **32. GRATUITIES**

In connection with performance of Work required under this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or Subcontractor furnishing material to or performing Work under this Contractor, or any agent, representative or other person deemed to be acting on behalf of such supplier or Subcontractor, to any Commissioner, officer, or employee of the Commission; or to any director, officer, employee or agent of any of the Commission’s agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Commission with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, managing, or the making of any determinations with respect to the performing of such Contract is expressly prohibited. Violation of this provision shall be deemed an instance of default hereunder.

### **33. COLLUSION**

If at any time it shall be found that the person, firm, or corporation to whom a Contract has been awarded has, in preparing or presenting any bid or bids, including but not limited to proposals for Contract modifications, colluded with any other party or parties with the intent of preventing full and open competition or the obtaining by the Commission of a fair and reasonable price for the Work hereunder, then the Commission may terminate this Contract for default, or exercise such other remedies as it deems appropriate, and the Contractor and its sureties shall be liable to the Commission for all loss or damage which the Commission may suffer thereby.

### **34. INDEMNIFICATION**

- A. Indemnification for Claims of Intellectual Property Infringement. To the fullest extent possible, the Contractor will indemnify and hold harmless the Commission and its officers, agents, successors and employees against any and all intellectual property infringement or misappropriation claims brought by a third party or parties, enforceable in the United States, and related to the Work performed by the Contractor pursuant to this Contract.

Contractor's indemnity obligations hereunder include: (1) all costs and attorney's fees incurred by the Commission and/or its outside legal counsel, as selected by the Commission in its sole discretion, in the event Contractor fails to assume the defense of the claim, (2) payment of any settlement agreed to by the Commission and approved by Contractor, and (3) any award of damages against the Commission and in favor of the third party regardless of whether such claims are unfounded or substantiated.

Contractor's obligations under this section will not apply to the extent that the infringement or violation is caused by (1) functional or other specifications that were provide by or requested by the Commission; or (2) the Commission's continued use of infringing Materials, equipment, or services after Contractor provides reasonable notice to the Commission of the infringement or any third-party claim that Contractor receives.

To minimize the potential for claim, Contractor may, at its option, either: (i) procure the right for the Commission to continue using the Materials, equipment, or services at Contractor's sole expense or (ii) replace or modify, at Contractor's sole expense, the Materials, equipment, or services with comparable Materials, equipment, or services that is acceptable to the Commission.

Failure by Contractor to provide either the right to continue using the Materials, equipment, or services as specified in (i) above, or replacement Materials, equipment, or services as specified in (ii) above, will constitute a material breach of this Agreement by Contractor.

- B. Indemnification for Personal Injury or Property Damage Claims. To the fullest extent possible, Contractor will indemnify and hold harmless the Commission, its officers, employees, agents, successors, assigns, affiliates and subsidiaries against all third party claims for damages, losses, liabilities, or expenses, related to personal injury to or death of any person or persons, and for any loss or damage to any from the acts, omissions, or willful misconduct of Contractor, its agents, employees, subcontractors, suppliers, assigns, subsidiaries and/or affiliates.

Contractor's indemnity obligations hereunder include: (1) all costs and attorney's fees incurred by the Commission and/or its outside legal counsel, as selected by the Commission in its sole discretion, in the event Contractor fails to assume the defense of the claim; (2) payment of any settlement agreed to by the Commission and approved by

Contractor, and (3) any award of damages against the Commission and in favor of the third party regardless of whether such claims are unfounded or substantiated.

- C. Civil or Criminal Penalties. Contractor shall indemnify the Commission, its officers, employees, agents and/or their successors, assigns and/or heirs against any liability, including but not limited to any civil or criminal penalties assessed against any of them resulting from the failure of the Contractor or any Subcontractor to conform to any law or regulation pertaining to professional services performed under this Contract.
- D. To be indemnified, the Commission must (i) give Contractor prompt written notice of the claim and tender its defense within forty-five (45) days of the Commission receiving written notice of the claim; (ii) give Contractor full and complete authority, information and assistance for the claim's defense and settlement; and (iii) not intentionally prejudice Contractor's ability to satisfactorily defend or settle the claim. Contractor will retain the right, at its option to settle or defend the claim, at its own expense and with its own counsel.
- E. The provisions of this "Indemnification" Section states the entire liability and obligations of Contractor and any of its Affiliates or licensors, and the exclusive remedy of the Commission, with respect to any claims subject to indemnification.

### **35. COST OR PRICING DATA**

The Contractor shall submit to the Contracting Officer upon request cost or pricing data for any modification or proposed modification of this Contract, under the conditions described in this Paragraph and certify that, to the best of its knowledge and belief, the cost or pricing data submitted is current, accurate, and complete. The Contractor shall also certify that costs proposed hereunder are allocable, allowable, and reasonable in accordance with cost principles and practices under Part 31 of the Code of Federal Regulations and OMB Circular A-87 (2 C.F.R. Part 225).

The submittal of certified cost or pricing data shall not be required if the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The Contractor agrees that the terms "adequate price competition" and "established catalog or market prices of commercial items sold in substantial quantities to the general public" shall be determined by the Contracting Officer.

Cost or pricing data consists of all facts existing up to the time of agreement on price which prudent buyers and sellers would reasonably expect to have a significant effect on the price negotiations for the modification. The term "cost" specifically includes the elements of labor, material, overhead and profit incorporated in the Contractor's price. The definition of cost or pricing data embraces more than historical accounting data; it also includes, where applicable, such factors as Subcontractor, supplier and vendor quotations, nonrecurring costs, changes in construction methods, unit cost trends such as those associated with labor efficiency and any management decisions which could reasonably be expected to have a significant bearing on costs. Cost or

pricing data consists of all facts which can reasonably be expected to contribute to sound estimates of future costs as well as to the validity of costs already incurred. Cost or pricing data, being factual, is that type of information which can be verified. Because the certificate pertains to cost or pricing data, it does not make representations as to the accuracy of the Contractor's judgment on the estimated portion of future cost or projections. The certificate does, however, apply to the data upon which the Contractor's judgment is based.

If the Contractor or Subcontractor submits defective cost or pricing data, a reduction in Contract price shall be made by that amount deemed defective.

### **36. PRIVACY ACT**

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements with the Privacy Act of 1974, 5 U.S.C. 552a.

### **37. OWNERSHIP OF WORKS AND INVENTIONS**

All documents, reports, recommendations, supporting documentation, works of authorship, inventions, improvements, data, processes, computer software programs and discoveries (hereafter called intellectual property or IP) conceived, created or furnished under this Agreement and paid for by the Commission shall be the sole property of the Commission, with no rights of ownership in Contractor or any Subconsultants/Subcontractors. This Agreement shall operate as an irrevocable assignment by Contractor and Subconsultants/Subcontractors to the Commission of the copyright in any IP created, published or furnished to the Commission under this Agreement including all rights thereunder in perpetuity. Contractor and Subconsultants/Subcontractors shall not patent any IP conceived, created or furnished under this Agreement. Contractor and Subconsultants/Subcontractors agree to execute and deliver all necessary documents requested by the Commission to affect the assignment of the IP to the Commission or registration or confirmation of the Commission's rights in or to IP under the terms of this Agreement. Contractor agrees to include the provision in all its subcontracts under this Agreement.

### **38. NOTICES AND COMMUNICATIONS**

All notices and other communications concerning this Contract shall be written in English, sequentially numbered, reference the Contract number assigned by the Commission, and be in Microsoft Office format, i.e. Word, Excel, or PDF. Notices and other communications may be delivered personally, by facsimile, or by regular, certified, or registered mail. Formal notices and communications are effective when received. Email notices and communications are not considered formal and shall not be considered official unless confirmed in writing by the designated Commission representative and delivered as noted above.

All formal communications shall be between the Commission's Project Manager and the Contractor's Project Manager.

### **39. BRAND NAME OR APPROVED EQUAL**

If a brand name, make or model number, or descriptive material is included in the specification without the phrase “or approved equal,” it is implied. To be accepted as an approved equal, a Contractor must provide specific supporting documentation that the product offering proposed as “or equal” meets or exceeds the salient physical and functional characteristics of the product specified in the solicitation. Approval as an “approved equal” must be in writing from the Contracting Officer. The Contractor will be responsible that the product performs equally with the specified brand-named product.

### **40. FEDERAL FUNDING AND INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The following provisions are required by the U.S. Department of Transportation (DOT), FTA or other public entities providing funding for this Contract, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, effective November 1, 2008, including amendments, modifications, or clarifications thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

### **41. CHANGES TO FEDERAL REQUIREMENTS**

Contractor shall at all times comply with all applicable regulations, policies, procedures and directives of the FTA, including without limitation those listed directly or by reference in the Master Agreement issued annually by FTA as entered into by the Commission and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **42. ACCESS TO THIRD PARTY CONTRACT RECORDS**

The Contractor shall maintain records, and the Contracting Officer, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Contract, for the purpose of making audit, examination, excerpts and transcriptions. The Commonwealth of Virginia and any other public entity providing funding for this Contract shall have the same rights as provided to the parties named herein.

The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Contracting Officer, the U.S. Department of Transportation

and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcriptions. The Commonwealth of Virginia and any other public entity providing funding for this Contract shall have the same rights as provided to the parties named herein.

**43. DISPUTES** (applicable if over \$100,000)

Except as otherwise provided in this Contract, any dispute arising under or related to this Contract which is not disposed of by agreement shall be decided by the Director of Procurement. The Contractor must submit in writing its Request for Relief from any such dispute to the Director of Procurement within fifteen (15) days of when the Contractor knew or should have known of such dispute. The Request for Relief must contain all facts and supporting documents, if any, in support of the Contractor's position. The Contractor agrees that any facts or documents not referenced by it in the Request for Relief may not be subsequently raised or relied on by the Contractor in any way in any subsequent legal or administrative proceeding. The Director of Procurement shall reduce his/her decision to writing and deliver a copy to the Contractor within thirty (30) calendar days from the date of receipt of the Request for Relief. The decision of the Director of Procurement shall be final and binding unless determined by a court of competent jurisdiction to have been either fraudulent or arbitrary and capricious. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Director of Procurement's decision. Satisfaction of the dispute resolution process in accordance with this section shall be a condition precedent to the Contractor filing a subsequent legal or administrative action against the Commission.

**44. TERMINATION FOR DEFAULT** (applicable if over \$10,000)

The Commission may, subject to the provisions herein, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

- A. The Contractor is in material breach of any provision of this Contract;
- B. The Contractor makes a general assignment of this Contract for the benefit of creditors;
- C. The Contractor repeatedly fails to make prompt payment to Subcontractors or for Material or labor; or
- D. The Contractor disregards laws, regulations, ordinances, the orders of a legal authority, or the instructions of the Commission; and the Contractor has not remedied the breach within ten (10) days after receiving written notice from the Commission.

In addition to its right to terminate the Contract for the reasons set forth above, if the Contractor fails to perform any of the other provisions of this Contract, or refuses or fails to perform the Work or any separable part, with the diligence that will ensure its completion in accordance with its terms or within the time specified in this Contract including any extension, and does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing), the Commission may, by written notice to the Contractor and with copy to surety, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed. In this event, the Contractor and its sureties shall be liable for any damage to the Commission resulting from the Contractor's refusal or failure to complete the Work within the specified time or for liquidated damages for delay, if liquidated damages are allowable by this Contract. This liability includes any increased costs to cover incurred by the Commission in completing the Work.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the Commission's convenience pursuant to Section 45 of these General Conditions.

The rights and remedies of the Commission in this Article are in addition to any other rights and remedies provided by law or under this Contract.

In the event the Commission terminates this Contract in whole or in part, the Commission may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Commission for any excess costs for such similar supplies or services incurred by the Commission, including but not by way of limitation the costs of reprocurement; provided, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this article.

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the reasonable anticipation and control, and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Commission in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the failure to perform must be beyond the reasonable anticipation and control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the reasonable anticipation and control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be

furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to fulfill its contractual obligations.

If this Contract is terminated, title and possession of any completed or partially completed Work that has been paid for by the Commission, including any supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and Contract rights that the Contractor has specifically produced or specifically acquired for the performance of this Contract, will pass to the Commission. The Contractor will protect and preserve such completed or partially completed Work and deliver the same to the Commission on reasonable demand.

**45. TERMINATION FOR CONVENIENCE** (applicable if over \$10,000)

The Commission may terminate this Contract in whole or in part at any time and in its sole discretion. The Commission shall deliver written Notice of Termination to the Contractor specifying the extent to which performance of the Work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, the Contractor shall promptly proceed with the following:

- A. Stop the Work on the date and to the extent specified in the Notice of Termination;
- B. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work which is not terminated;
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated;
- D. Assign to the Commission, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the rights, title and interests of the Contractor under the orders and subcontracts so terminated, in which case the Commission shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he/she may require; the approval or ratification shall be final for purposes of this article;
- F. Transfer title and possession of any completed or partially completed Work that has been paid for by the Commission, including any supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and Contract rights that the Contractor has specifically produced or specifically acquired for the performance of this Contract;
- G. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Commission has or may acquire an interest; and

- H. Complete performance of such part of the Work not terminated by the Notice of Termination.

After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer its termination claim, in the form and with certification prescribed by the Contracting Officer. Such claims shall be submitted promptly but in no event later than one (1) year from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may determine on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

In the event of the failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid the Contractor, the Contractor may submit a Request for Relief in accordance with Section 43. In any event, the total sum to be paid to the Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. Costs claimed, agreed to, or determined shall be in accordance with the applicable Contract cost principles and procedures in OMB Circular A-87 (2 C.F.R. Part 225) in effect on the date of this Contract.

- I. Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Commission, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### **46. FEDERAL ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **47. CIVIL RIGHTS REQUIREMENTS**

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2002d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national

origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

- i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

In accordance with the Code of Virginia, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.

#### **48. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Commission, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

#### **49. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the

authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include this provision in each subcontract, and to require Subcontractors to do likewise. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

**50. SUSPENSION AND DEBARMENT** (applicable if over \$25,000)

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

**51. RECYCLED PRODUCTS** (EPA-selected items \$10,000 or more annually)

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**52. CLEAN AIR AND WATER** (applicable if over \$100,000)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**53. COMPLIANCE WITH FEDERAL LOBBYING POLICY** (applicable if over \$100,000)

In accordance with the certification submitted as part of its offer as accepted by the Commission, Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall obtain such certifications from its Subcontractors and maintain a record thereof.

**54. BUY AMERICA** (applicable if over \$150,000)

The Contractor agrees to comply with 49 U.S.C. 5323(j)/FAST Section 3011, and its implementing regulations at 49 C.F.R. Part 661, any amendments thereto, and any implementing guidance issued by FTA, in accordance with the certifications submitted with its offer as accepted by the Commission, or any approved modification thereto.

**55. ADA ACCESS**

Plans for facility construction and/or facility alterations that are described in the Scope of Work detailed under this Contract have been designed with the intent of ensuring, to the maximum extent feasible, that the facility, or alterations thereof, shall be accessible to persons with disabilities including individuals who use mobility aids. The Contractor agrees to make each modification detailed in the project plans in a manner that assures that the area constructed or alterations to any area within the facility is readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. Full compliance with the provisions of 49 CFR Part 37 is the intent of the facility owner and every aspect of this project, pursuant to this Contract, shall be construed as being consistent with this intent and compliant with Subpart C - Transportation Facilities with particular reference to Subsection 37.43 of FTA's regulations pursuant to the Americans with Disabilities Act of 1990 (ADA). If any aspect of the plans or specifications for this project appear to be inconsistent with Subsection 37.9 Standards for accessible transportation facilities or any guidance issued by the Access Board, it is essential that the Contractor notify the Project Manager designated by the Commission about any such concern as soon as practicable.

**56. CARGO PREFERENCE** (applicable for property transported by ocean vessel)

The Contractor agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Commission (through the Contractor in the case of a Subcontractor's bill-of-lading.); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**57. FLY AMERICA** (applicable for foreign air transport or travel)

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**58. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)

Virginia’s Small, Women and Minority Owned Business Certifications (SWaM/MBE/WBE) ARE NOT an acceptable substitution for FTA’s required DBE certification.

Throughout the term of this Contract, Contractor shall have a continuing obligation to attain the DBE goal it committed to in its offer, as may be adjusted to reflect modifications to the Scope of Work from time to time. Failure to do so may result in the imposition of sanctions up to and including termination for default.

The Contractor shall submit the required Appendix A, Form E, Schedule of DBE Participation, on a monthly basis directly to the Commission’s DBE Project Manager. As part of the flow down requirements, Contractor shall require that all DBE Subcontractors submit the required Appendix A Form E-2, DBE Subcontractor Monthly Report, directly to the Commission’s DBE Project Manager on a monthly basis.

**59. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) REQUIREMENTS**

In accordance with the FTA National Architecture Policy on Transit Projects [Federal Register: January 8, 2001 (Vol. 66, No. 5, pp. 1455-1459)], which can be accessed at [http://ops.fhwa.dot.gov/its\\_arch\\_imp/policy\\_2.htm](http://ops.fhwa.dot.gov/its_arch_imp/policy_2.htm), (Policy), ITS projects funded by the Highway Trust Fund and the Mass Transit Fund must conform to a regional ITS architecture. An ITS project is defined as “any project that in whole or in part funds the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more

ITS User Services as defined in the National ITS Architecture.” If the project includes ITS components that implement any of the defined User Services it is considered an “ITS Project.”

The Commission has participated in the development of a regional ITS architecture, which is available at <http://local.iteris.com/viriniatsarchitecture/index.html>.

If the solicitation documents identify this Contract as subject to the Policy, or if the Contractor has reason to believe that the Policy applies to its services hereunder, the Contractor shall be responsible, in consultation with the Commission, for determining what, if any Work performed, or products supplied, under this Contract are subject to and conforming to all requirements of that Policy as applicable.

#### **60. PROMPT PAYMENT**

- A. The Contractor agrees to pay each Subcontractor under this prime Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the Contractor receives from the Commission. The Contractor agrees further to return retainer payments to each Subcontractor within thirty (30) days after the Subcontractor’s work is satisfactorily completed and corresponding retainage is released by the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to DBE and non-DBE Subcontractors.
- B. If the Contractor fails or refuses to comply with the terms of this Program, as it is set forth in such Contractor’s Contract, the Commission will issue an order stopping all or part of payment and/or work until satisfactory action has been taken. If the Contractor still fails to comply, the Commission may issue a termination for default proceeding.

**END OF GENERAL CONDITIONS**