



Potomac and Rappahannock
Transportation Commission

DATE: August 8, 2012
REQUEST FOR PROPOSAL: #13-01
SUBJECT: Security Guard Services

MANDATORY PRE-PROPOSAL CONFERENCE

DATE: August 21, 2012
TIME: 11:00 A.M. EST
LOCATION: Potomac and Rappahannock Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192

PROPOSAL DUE

DATE: September 18, 2012
TIME: 12:00 Noon EST
SUBMIT TO: Doris Chism,
Director, Customer Service and Dispatch
Potomac and Rappahannock Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192

Please direct questions concerning the RFP to the attention of the Contract Administrator, Doris Chism, at the above address, via e-mail to dchism@omniride.com, or by fax to 703-583-1377.

Write "Security Guard Services" on the subject line of any communications.

www.PRTCtransit.org

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SECTION I

INTRODUCTION

This Request for Proposal (RFP) plus the resulting proposal and contract shall be consistent with and governed by the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann. In the event of an inconsistency between the solicitation and the selection requirements set forth in this RFP versus those set forth in the Virginia Public Procurement Act, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Virginia Public Procurement Act.

This section of the RFP sets forth the general information to all potential Offerors to facilitate preparation of suitable proposals for the services identified in this RFP. Section II sets out the general terms and conditions applicable to this procurement. The scope of work is contained in Section III; proposal submission requirements are addressed in Section IV; while PRTC's process for selecting the best proposal and developing a contract are summarized in Section V. The requirements and process set forth therein shall be binding on all Offerors.

Throughout this RFP the following terms apply:

- "Offeror" and "Prospective Contractor" are used interchangeably and mean vendors responding to this procurement
- "Successful Contractor" means the Offeror awarded a contract to perform the work that is the subject of this procurement
- "PRTC" means the Potomac and Rappahannock Transportation Commission or its agent

I.1 Purpose of the Request

The Potomac and Rappahannock Transportation Commission ("PRTC") seeks a qualified company to provide on-site Security Guard services for the PRTC Transit Center located in Woodbridge, VA. The successful offeror will provide Security Guard Services in accordance with the Scope of Work listed herein.

I.2 Background Information

PRTC is a suburban Washington, D.C. transportation agency offering a variety of services to meet community needs. Its member jurisdictions include Prince William, Spotsylvania and Stafford Counties and the Cities of Manassas, Manassas Park, and Fredericksburg. The PRTC Transit Center consists of a two-story administrative building, maintenance bays, a bus storage yard and an employee parking lot. Adjacent to the Transit Center are additional bus storage and two commuter parking lots.

I.3 Scope of Work

PRTC is seeking a firm to provide professional Security Guard services. The selected contractor shall provide the means to fulfill the requirements for the services as provided for herein. Requirements include, but are not limited to, monitoring and controlling facility access, assuring the physical security of the premises are not compromised, monitoring and overseeing conduct of individuals entering and exiting facilities, assisting in the protection of people and/or property as required. The Scope of Work is provided in Section III of this document.

I.4 Period of Contract

The term for this Contract shall be for three (3) years from date of execution, expected to be on or about October 5, 2012. PRTC shall have the option to extend the Contract for an additional three (2) two-year periods, contingent upon availability of funds for the purpose. The option to renew shall be exercised at the sole discretion of PRTC.

PRTC shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current Contract. In the absence of any notification to renew, the Contract shall automatically terminate on the expiration date specified in the Contract. Agreement to extend the contract term shall not be final until the Contractor provides written acknowledgement of the extension.

I.5 Type of Contract

PRTC expects to award a firm-fixed hourly rate type of contract with rate adjustments made at the time of contract extension based on the Washington – Baltimore Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

I.6 Decision Not to Respond

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. PRTC is very interested in learning whether problems with the solicitation process have discouraged responses, or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you communicate why you are unable or unwilling to respond. Due to the large number of firms listed on PRTC's qualified list of offerors, it is necessary to delete from these lists, the names of those persons, firms, or corporations who fail to respond after having been requested to respond on three (3) solicitations without giving a reason.

I.7 Pre-proposal Conference

A pre-proposal conference will be held at the date, time, and location shown on the cover page for this procurement. The Contractor shall be held accountable for all issues identified at this meeting and within the RFP. This meeting will assist PRTC in providing the best information on its requirements and resources.

I.8 Clarification of Terms

In order to ensure an impartial competitive process, questions and private communications with the Prospective Contractors during proposal preparation and the evaluation period will not be accepted. If a Prospective Contractor has questions about the scope of work or other solicitation documents, the Prospective Contractor should contact in writing the Project Manager whose name appears on the cover page of this solicitation. Inquiries regarding this RFP will be accepted for up to one week after the pre-proposal meeting (see date, time, and location on the cover) and the inquiries together with the responses shall be distributed to all RFP recipients. Any revisions to the solicitation shall be made only by addendum issued by PRTC.

I.9 Emergency Order

In the event of any emergency, PRTC reserves the right to order the contracted services from other sources which could provide a faster delivery time.

2.0 Timeline

PRTC anticipates following the timeline show below. Changes, if any, will be communicated to all parties receiving this procurement package.

August 8, 2012 RFP issued

August 21, 2012 Mandatory Pre-proposal Conference 11:00 AM

August 28, 2012 Final questions due 12:00 Noon

September 4, 2012 PRTC response to questions

September 18, 2012 Proposals due 12:00 Noon

September 18 - 28, 2012 Review proposals, clarify, negotiate

October 4, 2012 Board Meeting Contract Award Recommendation

SECTION II

GENERAL TERMS AND CONDITIONS

II.1 Proposal and Contract Requirements

This RFP plus the resulting proposal and contract shall be consistent with and governed by the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann. In the event of an inconsistency between the solicitation and the selection requirements set forth in this RFP versus those set forth in the Virginia Public Procurement Act, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Virginia Public Procurement Act.

All applicable state requirements will apply. Prospective Contractors are expected to become familiar with these requirements, and should not submit proposals if unable to execute a contract containing such provisions.

PRTC will provide a contract for execution by the Successful Contractor – a sample contract containing these provisions is included as Attachment E. Successful Contractors will not use their own standard contracts for this engagement.

II.2 Obligation of Prospective Contractor

By submitting a proposal, the Prospective Contractor agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made nor will there be any right to cancellation or relief from the contract because of any misunderstanding or lack of information.

II.3 Qualification of Offerors

The Prospective Contractor must demonstrate to the satisfaction of PRTC that it has the necessary experience, skilled personnel, and financial resources to perform the services required under this solicitation. Qualified contractors shall have substantial recent experience in providing similar services on a scale equal to or greater than what PRTC is requesting.

PRTC may make such reasonable investigations as deemed proper and necessary to determine the competency and financial stability of the Offeror to perform the contract. The Offeror shall furnish to PRTC such information and data for this purpose as may be requested. PRTC reserves the right to inspect the Prospective Contractor's physical plant prior to award to satisfy questions regarding the Prospective Contractor's capabilities.

If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of PRTC, PRTC reserves the right to reject the proposal.

II.4 Additional Information

PRTC reserves the right to ask any Prospective Contractor to clarify its offer.

II.5 Qualification Acceptance Period

The proposal and any modification thereof shall be binding upon the Prospective Contractor for 90 calendar days following the proposal due date. Any proposal for which the Prospective Contractor shortens the acceptance period may be rejected. At the end of that time, the Prospective Contractor may retract its proposal by giving written notice to PRTC.

II.6 Delays in Award

Delays in award of a contract, beyond the anticipated starting date, may result in a change in the contract period indicated in the solicitation. If this situation occurs, PRTC reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

II.7 Award for All or Part

Unless otherwise specified, PRTC may, if it is in the best interest of PRTC to do so, award all or part of the proposal to any Prospective Contractor whose proposal is the most responsible and responsive and whose proposal meets the requirements and criteria set forth in the Request for Proposal with respect to the items in question.

II.8 Rejection of Proposals

PRTC expressly reserves the right to reject any or all proposals or any part of a proposal, and to re-solicit the services in question, if such action is deemed to be in PRTC's best interest. PRTC will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

II.9 Single Proposal

If a single conforming proposal is received, a price and/or cost analysis of the Proposal shall be made by PRTC. A price analysis is the process of examining and evaluating a prospective price without evaluation of the separate cost element. It should be recognized that a price analysis through comparison to other similar contracts should be based on an established or competitive price of the elements used in the comparison. The comparison shall be made to the cost of similar projects and involve similar specifications.

II.10 Inspection of Proposals

The Virginia Freedom of Information Act, 2.2-3700 et seq. shall govern the release of public records related to the contract. Trade secrets or proprietary information related to procurement may not be subject to public disclosure, provided the requirements at 2.2-4342F VA Code Ann. are met.

II.11 Protest of Award

A Prospective Contractor wishing to protest an award or a decision to award a contract must submit the protest, in writing, to PRTC no later than 10 days after either the decision to award or the award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within 10 days after receipt of the protest, the Executive Director of PRTC will issue a written decision stating the reasons for the action taken. This decision is final. Further action, by a Prospective Contractor, may be taken by instituting action as provided by the Code of Virginia.

II.12 Debarment Status

The Commonwealth Transportation Board's Policy of Debarment dated January 1, 1987, shall apply with the exception that the debarment period shall be for a period of up to thirty-six (36) months. By submitting a proposal, the Prospective Contractor certifies that it is not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor is an agent of any person or entity that is currently debarred from submitting proposals or contracts by any agency of the Commonwealth of Virginia.

II.13 Insurance

A checklist of required insurance coverage is attached and identified as Insurance Checklist (Attachment C). Items marked "X" are required to be provided.

PRTC may require that insurance be raised due to change orders to this Contract and/or execution of "Options." At no time shall the insurance coverage be less than required.

The Successful Contractor agrees to include the provisions of the foregoing clause in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

In addition to the terms and provisions set forth above, the Successful Contractor shall be required to provide evidence of the minimum coverage described in Attachment C, Insurance Checklist. No contract shall be finalized and no work shall commence until PRTC's insurance requirements are met. The Successful Contractor shall comply with the insurance requirements set forth in the following numbered paragraphs, plus the coverage and limits indicated on Attachment C, Insurance Checklist. Technical proposals must note any desired exceptions to the insurance coverage, which may include the submission of proposed alternatives.

1. The firm shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The firm assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
2. The firm shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":

- a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. General Liability insurance in the amount prescribed by PRTC, to protect the Contractor, its subcontractors, and the interest of PRTC, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.
 - c. Automobile Liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Successful Contractor. In addition, all mobile equipment used by the Successful Contractor in connection with the contracted work, shall be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
3. Liability insurance may be arranged by General Liability and automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 4. The Successful Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 5. The Successful Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the PRTC Executive Director before a contract is executed and any work is started.
 6. The Successful Contractor will secure and maintain all insurance policies of its subcontractors, which shall be made available to PRTC on demand.
 7. The Successful Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within 10 days of demand by PRTC. These certified copies shall be sent to PRTC from the Contractor's insurance agent or representative.
 8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30 day written notice to the PRTC Executive Director. The Successful Contractor shall furnish a new certificate prior to any change or cancellation date. The

- failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the PRTC Executive Director.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Successful Contractor fail to provide acceptable evidence of current insurance within five days of written notice at any time during the Contract term, PRTC shall have the absolute right to terminate the Contract without any further obligation to the Successful Contractor, and the Successful Contractor shall be liable to PRTC for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
 10. Compliance by the Successful Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Successful Contractor and all subcontractors of their liabilities and obligations under this hearing or under any other section or provisions of the Contract.
 11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude PRTC from supervising and/or inspecting the project as to the end result. The Successful Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
 12. Nothing contained herein shall be construed as creating any contractual relationship between the subcontractor and PRTC. The Successful Contractor shall be as fully responsible to PRTC for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
 13. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 14. The Successful Contractor and all subcontractors and sub-subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
 15. If the Successful Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the PRTC Executive Director, may be considered.
 16. PRTC shall be named an additional insured in the General Liability policies and stated so on the Certificate.

II.14 Protest Policy

PRTC policy and procedure for the administrative resolution of protests is set forth in §3.8 of the Public Procurement Policy and Procedures Manual (Procurement Manual). The Procurement Manual contains rules for the filing and administration of protests. The Contract Administrator shall furnish a copy of §3.8 upon request.

SECTION III

PRTC

SCOPE OF WORK

FOR

SECURITY GUARD SERVICES

III.I – Scope of Work

A. Duty Hours: Security Guard personnel shall work no more than one ten-hour shift per 24-hour period. All personnel assigned this duty shall be given an 8-hour resting period before returning to service. In the event that it becomes necessary to extend the hours of coverage on a temporary and/or emergency basis, the Contractor shall provide the additional coverage after three (3) hours verbal notification. The PRTC reserves the right to waive this limitation when deemed necessary. The Contractor shall obtain a written confirmation of waiver for each occurrence.

Adequate and competent Contractor supervisory personnel shall make unscheduled inspections to ensure that security officer performance standards are met. Supervisory personnel shall record such inspections in the “Activity Report” log. Contractor shall describe how and the frequency these inspections occur.

B. Security Guard Service Hours of Operation:

i Basic Coverage: Weekdays 5:30 AM to 11:00 PM

Additional Coverage: There are times during the year that PRTC may need additional security coverage, outside the days and hours outlined above, precipitated by heightened security alert from DHS, an emergency at PRTC, a PRTC event, or construction that may have eliminated or weakened other security measures that are in place at the PRTC facility. PRTC Project Manager will contact the Contractor at least 24 hours in advance, when feasible (in some cases this may not be possible),

ii Security Guard services will not normally be required on weekends or on the following days:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

C. Uniform and Appearance: Security Guard personnel shall report for duty in “full uniform” as scheduled. For the purpose of this Scope of Work, “full uniform” is hereby

defined as the designated service uniform with all required equipment and accouterments as described herein. The PRTC reserves the right to determine what is considered an appropriate duty uniform. Security Guard personnel reporting for duty inappropriately attired shall be immediately reported to the Contractor's point of contact (POC). The POC shall take immediate action to effect replacement or otherwise remedy the uniform problem. All security officers shall maintain a neat, clean, professional and well-groomed appearance. Contractor will be required to supply uniforms for security officers that conform to the following minimum standards:

- Professional looking
- Clean, neat, and pressed
- No visible tearing or fraying
- Consistent in color (shirt, pants, socks)
- Markings (patches or emblems) shall identify security contractor and identify individual as a security officer
- A security badge to be worn on or above the shirt pocket
- Shoes (black) kept clean and polished

The Contractor shall not change the style, color, or type of uniform proposed without prior written approval from PRTC.

D. Reporting for Duty: Security Guard personnel shall report for duty not later than the times specified within this Scope of Work.

E. Security Guard Assignment:

1. Pre-Employment Reports: Due to the unrestricted access given for these services, personnel employed by the Contractor, to be utilized at the PRTC facility, shall have the following investigations completed prior to beginning service:
 - a. Verification of Vital Statistics through the Department of Homeland Security (DHS) – Name, date of birth, and Social Security Number (SSN).
 - b. Residence History – Places of residence over the last 7 – 10 years. To be used to research criminal and civil records.
 - c. Criminal Convictions History – Reveals 7 – 10 years history of misdemeanor and felony records in jurisdictions based on residence history.
 - d. Fingerprinting – Matched against the FBI database for criminal conviction records.
 - e. Driving Record – Reveals driving record obtained from states based on residence history to determine habits and general responsibility.
 - f. Civil Records – Researches civil actions against the applicant, including lawsuits, judgments, state and federal liens, and bankruptcies.
 - g. Employment History – Verifies the applicant's previous employment record portrayed in each application.

Contractor employees will not be utilized for PRTC services if any report would indicate or cause PRTC or the Contractor to believe that an employee was not completely trustworthy in any respect.

2. Experience: All security officers assigned shall be at least 21 years of age, be in good physical health, and have a minimum of (2) two years experience in security or law enforcement.
 3. Personal Attitude: Security Guard personnel at all times shall endeavor to maintain an attitude of professional, helpful authority. Assistance to PRTC's clientele and staff members is of prime importance. When firmness is required, it shall be exercised in a polite manner keeping always in mind that security guard personnel are on public property and that their comments and actions represent the attitudes and policies of PRTC. Every reasonable effort to produce a pleasant, professional image will be required of each security officer given this assignment. Officers assigned this duty may incur some resistance, irrational behavior patterns, consequently, the security officers assigned this duty must be confident in their abilities and remain composed in all situations they are required to manage. Security officers shall present an imposing presence if the situation dictates.
 4. Replacement Security Officers: The PRTC reserves the right to request immediate removal and replacement of any security guard personnel deemed unskilled, under-skilled, careless, insubordinate, ill, unsuitable, inadequately prepared (lack of proper equipment, poor appearance) or otherwise objectionable. The Contract Administrator, or duly appointed representative, must approve all replacement security guard personnel.
 5. Security Officer Rotation: Security officers assigned to this duty should be kept to a minimum so that familiarization with the facility and recognition of employees and clientele is ensured. The Contractor shall provide for authorized breaks or reliefs. The Contractor will provide PRTC, prior to the beginning of service and prior to each month thereafter, a list of security officer assignments. The list will include at a minimum, full name, days/hours assigned, and alternates.
 6. Other Assignment Requirements: As it will be vital that security guard personnel be able to interact with PRTC employees on a regular basis and to interface with Prince William County emergency services, all personnel providing services under this contract must be able to read, write, and speak English fluently.
- F. Key and Proximity Card Control: The Contractor shall establish and implement methods of ensuring that keys and proximity cards issued to the Contractor by PRTC are not lost, stolen and are not used by unauthorized persons. Keys and proximity cards issued the Contractor by PRTC shall not be duplicated in any form or manner. The loss

of keys or proximity cards by Contractor personnel shall be immediately reported to the Contract Administrator, but under no circumstances later than the next workday. Contractor shall be fully responsible for costs associated with lost keys and proximity cards, including re-keying of facility, if PRTC deems necessary.

- G. Training: Contractor shall ensure that security officers assigned have received adequate training to perform the duties as required herein and are provided familiarization training for the PRTC facility and contract Scope of Work. All security guard personnel assigned shall have completed “restraint” training within the past 12-month period. Training must have included such items as medical and security restraint measures. The Contractor shall provide records of training to PRTC prior to the beginning of service and/or immediately upon request after start of service. The following are the minimum training qualifications and standards acceptable to PRTC:

- Restraint
- Conflict resolution
- First Responder (First Aid, CPR)
- Self Defense

- H. Security Equipment: Contractor shall provide security officers with the following minimum-security equipment for use while performing PRTC Security Guard Service:

- Mace or Pepper Spray
- Security Belt
- Key Holder (loop or ring)
- Cell phone or two-way radio (Nextel direct connect cell phone provided by PRTC)

Contractor shall ensure that all Security Guard Personnel assigned this duty are properly trained in the use of all equipment provided them. Other security equipment may be used if submitted to and approved by PRTC prior to such use.

- I. Forms: Contractor will be required to provide the following minimum-security forms for Security Guard use:

- Offense/Incident Report
- Activity Report/Log
- Security and Safety Hazard Checklist
- Towed Vehicle Report

Forms will be reviewed and approved for adequacy and use by PRTC. Depending on the form, some customization may be necessary, if a generic form will not suffice. Original copy of all completed forms will be provided PRTC on a daily basis and become the property of PRTC. Security officers shall be familiar with the application and use of each form provided.

- J. Smoking, Alcohol, and Drugs: Security personnel shall not smoke within the PRTC Transit Center Complex building. Possession of alcohol or drugs on the PRTC proper is prohibited. Security officers shall not report to duty under the influence of any substance that would impair their ability to perform required duties or tasks.
- K. Security Services Post Orders: The Contractor shall develop and maintain a “PRTC Security Officer Post Orders” book customized to the PRTC service. PRTC shall review, provide comments, and approve the book. The book will describe in detail the various duties of the security officer. Subjects covered shall include, but are not limited to, those primary duties listed in the following section. Post Orders shall be reviewed on a regular basis for accuracy, reflecting any physical or procedural changes and is subject to approval by PRTC prior to implementation. Contractor modifications to Post Orders shall be submitted to PRTC for review and approval. PRTC shall notify the Contractor of any PRTC generated modifications. PRTC reserves the right to implement procedural changes based on emergency conditions without prior notification to the Contractor.
- L. Primary Duties:
- Remaining alert and aware of their surroundings at all times
 - Raising and lowering of the American flag
 - Keeping daily security officer “activity report” log
 - Completing security and safety hazard checklist at the beginning of each shift
 - Completing offense/incident reports with each occurrence
 - Administering parking violation and completing towed vehicle reports
 - Administering “Forbidding Trespass Notices”
 - Monitoring and controlling visitor flow in the lobby area, keeping noise, behavior and occupancy to a respectable level
 - Administering PRTC visitor control log and badge program
 - Providing visitor notification to employees by phone or phone paging systems
 - Administering procedures for granting or denying admittance
 - Operating telephone, video surveillance monitoring, computer, or other systems incorporated into the security officer position
 - Providing search and seizure procedures on packages, bags, backpacks, briefcases or other items brought into facility, before allowing visitors to proceed.
 - Monitoring lobby, Transit Center shelters, and video surveillance monitors for disturbances, providing assistance and notification as appropriate
 - Being familiar with building alarm systems and initiating emergency calls or reset system as required
 - Detecting those who are not doing business with PRTC and administering procedures to vacate or evict them from the premises
 - Responding to requests from employees throughout the facility for assistance of a security nature
 - Initiating calls for police or other emergency services as necessary
 - Administering and assisting in the proper fire, bomb threat, or other imminent danger evacuation procedures

- Administering unlock and lockdown procedures (opening & securing doors and activating alarm system) for the lobby and Main Transit Center Shelter areas prior to departure
- Making hourly facility perimeter checks as well as at the beginning and end of each shift
- Making hourly rounds through main Transit Center shelter and general vicinity in front of lobby to make presence known
- Maintaining key and proximity card control
- Reporting any unsafe conditions or hazards
- Security guard personnel shall maintain a detailed log of activities and events, common or uncommon, indicating time of occurrence and basic descriptive information of whom, what, when, where, and why.
- At the completion of each shift, security guard personnel shall review and assemble all daily reports, logs or forms for pickup by the duly appointed PRTC representative at the beginning of the next workday.

SECTION IV

PROPOSAL REQUIREMENTS

All information requested and the requirements of this RFP must be supplied in writing in order for PRTC to consider the proposal complete.

IV.1 Effect of Proposal Submission

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any contract negotiated between the parties unless an exception or clarification specifically refers to the applicable objective or specification included in the Scope of Work.

By submitting a proposal, the Offer also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands their obligation, and that it will not make any claim for or have the right to cancellation of or relief from the contract because of any misunderstanding or lack of information.

IV.2 Due Date and Copies Returned

Responses are due no later than the date and time shown on the cover page of this procurement document. Proposals received by PRTC after the date, time and location prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

IV.3 RFP Submission

All Offerors shall submit one original and four copies of the proposal as outlined below:

Technical Proposals – Parts 1 – 5, as identified in Section IV.5.

Cost Proposals – Part 6, as identified in Section IV.5.

The submission shall be clearly labeled “RFP #13-01 Security Guard Services” Offerors should deliver the sealed proposal to the Project Manager at the mailing address listed on the cover page of this procurement document.

IV.4 Confidentiality

In addition to the terms and provisions set forth in Section II.10 of the RFP and Sections II.23 of the Contract, PRTC shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required by the State Freedom of Information Acts (FOIA) and other relevant law (i.e., Virginia's Public Procurement Act). Proprietary information, which is submitted, must be identified as such at the time of submission, and shall not be disclosed to the public or competing Offerors at any point in time, provided the requirements at 2.2-4342F VA Code Ann. are met. Proposals not in compliance with 2.2-4342 F will be subject to disclosure.

No responsibility shall be attached to the PRTC Executive Director or his representative(s) for the premature opening or disclosure of a proposal not properly addressed and identified.

IV.5 Proposal Format Instructions

PRTC will follow the evaluation process and selection criteria described in Section V of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate Parts and sub-sections:

- Part 1: Proposed Scope of Work
- Part 2: Management Plan and Timetable
- Part 3: Project Team Qualifications and Experience
- Part 4: Firm Experience, Capabilities, and References
- Part 5: Required Forms
- Part 6: Cost Proposal

PRTC is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

Part 1: Proposed Scope of Work

This part should confirm that the Offeror understands this RFP and present a complete plan for accomplishing the work. The Offeror shall:

- A. Outline the scope and objectives of the proposed assistance and describe the recommended approach and work plan.
- B. Propose all details, tasks, timelines, deliverables, etc. necessary to meet the requirements of each of the tasks and activities outlined in the “Scope of Services” of this RFP.
- C. Present any modifications to PRTC’s requirements in the form of exceptions and additions
 - Clearly reference the specific sections of this document for any exceptions and additions.
 - Clearly state the rationale for each exception and addition.

Part 2: Management Plan and Timetable

In this section, the Offeror must present a Plan that clearly explains how it will manage and control all proposed activities and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed as proposed. The management plan should include the following:

- An Organization Chart including identification of all proposed personnel
- The management plan must include an outline of how the supervisory inspections will be effectuated and examples of any of the required security forms as outlined in the scope of work.
- Describe the Quality Assurance/Quality Control processes to ensure the work performance meets the requirements of the Scope of Work

Part 3: Project Team Qualifications and Experience

In this part, the Offeror will present qualifications and experience of the team the Offeror will assign to this project once selected. At a minimum the proposal should:

- Designate a Project Point of Contact
- Provide resumes, including training and experience, for each of the proposed key team members (Supervisory Staff and proposed security officers)
- Clearly state if the Offeror is proposing to subcontract any of the work herein and, if so, provide the same information for each subcontractor

Part 4: Firm Experience, Capabilities, and References

A. Experience

- Summarize the organizational structure and size of the company, plus its date of organization, and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe the Offeror's experience with similar projects.
- Describe any local office(s) that will service PRTC, including size, services, area covered, and principal contact person.
- Specify in a similar manner with references, etc., the qualifications of any subcontractors to be used in this proposed project.

B. References

- Using the form labeled "Attachment A References," provide a list of *at least* five engagements that are similar in service type, size, scope and complexity in the past five years.
- Also use Attachment A to provide five references for any proposed subcontractor. Be sure to clearly note which forms are for the Offeror and which pertain to subcontractors.

Part 5: Required Forms

The following forms must be included with the Offeror's proposal:

- Attachment A References

- Attachment B RFP Submission Form
- Attachment C Insurance Checklist

Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflicts of interest, and collusion. The certification on this form must bear an original signature and may be included with a letter of transmittal. Failure by the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal. A brief explanation of the certifications on the form follows.

- **Ownership**

PRTC requires all firms submitting proposals to indicate their form of organization and current principal place of business. In addition, proposals must list the names and addresses of any ownership interest of 3% or more in the firm(s) responding to this RFP.

- **Conflicts of Interest**

This solicitation is subject to the provisions of §§ 2.2-3100, *et seq.*, Va. Code Ann., the “Virginia Conflicts of Interest Act.” No member of the Potomac and Rappahannock Transportation Commission, or any other officer or employee of PRTC, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by § 2.2-3101, Va. Code Ann.

- **Collusion**

All proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Part 6: Cost Proposal

Using Attachment D, Cost Proposal form, Offerors shall provide the detailed basis for the proposed cost of these services, such as per hour cost or per employee cost. Costs must include all items such as professional time, travel, data processing, forms, printing, or other expenses included in the proposed cost.

In this section Offerors shall also propose desired payment terms,

All negotiated prices shall remain valid for a minimum period of 90 calendar days from date of offer or until such time a contract is signed, unless extended in writing.

PRTC is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by PRTC.

SECTION V

SELECTION OF CONTRACTOR

V.1 Approving Authority

The Approving Authority for this RFP is the Potomac and Rappahannock Transportation Commission and the authority to approve acquisition is contingent upon appropriation of funds for the total amount of the Contract within each fiscal year.

V.2 Selection Committee

For this RFP, the Technical Evaluation Team will review and evaluate all proposals received. In turn, the Technical Evaluation Team will make its recommendation for selection of a firm to the Approving Authority.

V.3 Basis for Award

The Technical Evaluation Team (TET) will base its recommendation on the “Evaluation Criteria” set forth in this RFP. The TET shall conduct an evaluation based on information set forth in the proposal, past performance, and references of each firm.

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require clarification and/or supplementary information, firms should be prepared to submit such clarification and/or supplementary information, in a timely manner, when so requested. PRTC may also arrange for discussion with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

Based on the results of the preliminary evaluation and at the TET’s sole discretion, the highest rated firms may be invited by the PRTC Selection Committee to make oral presentations. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work-plan, qualifications of the firm, and clarifying any questions the TET may have.

The PRTC may also make reasonable investigations, as it deems proper and necessary to determine the ability of the firm to perform the work. The TET and/or its representative(s) reserves the right to inspect the firm’s physical premises prior to award to satisfy questions regarding the firm’s capabilities.

The award will be made to the responsive and responsible Offeror whose proposals offers the best overall value, conforms to the solicitation, and achieves the highest score.

V.4 Evaluation Criteria

The Committee will base the initial and final evaluation on the following criteria:

- (25 points) Scope of Work/Understanding PRTC's Requirements
- (15 points) Approach and Work Plan
- (20 points) Project Team Qualifications and experience
- (20 points) Firm Experience, Capabilities and References
- (20 points) Cost
- 100 Points

V.5 Notification of Award

All Offerors will be notified in writing, electronically or otherwise, as to selection of Contractor for this project.

V.6 Prime Contractor

The selected Offeror will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Offeror or subcontractors. The selected Offeror is to be the sole point of contact with regard to all contractual responsibilities.

PRTC also reserves the right to contract with more than one firm for specific aspects of the RFP if that is in PRTC's best interest.

V.7 Contract Development

Once a firm is tentatively selected based on the "Evaluation Criteria," PRTC reserves the right to negotiate further with the selected firm. As a result of this contract discussion and negotiation, PRTC may propose a contract which amends the scope of the RFP or the firm's proposal prior to signing the contract. At the same time, this RFP and the firm's proposal will be incorporated by reference directly into the final contract.

The contract, this RFP, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactorily proposed contract cannot be negotiated with the highest ranked firm, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified firm and so on. The Technical Evaluation Team will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

V.8 Contingency of the Contract

Award of the contract to the selected firm is contingent upon:

- The budget and appropriation of funds (if necessary); and

- The successful negotiation of contractual terms agreeable to both parties

Failure to achieve the foregoing will result in no award at this time.

V.9 Standard Contract for Services

PRTC expects to enter into its “Standard Contract for Services” in a form substantially as attached hereto.

V.10 Type of Contract

PRTC expects to award a firm-fixed hourly rate type of contract with contract extension adjustments based on the Washington – Baltimore Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

V.11 Notice to Proceed

A Notice to Proceed (NTP) shall be issued by the PRTC Executive Director or designee following execution of the Contract and receipt by PRTC of all required documents. Services are not to begin until receipt of the NTP by the Contractor.

V.12 Acceptance, Invoicing, Billing Format and Payment

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products are approved as acceptable by the Contract Administrator.

The Contractor shall submit invoices identifying the services performed which should include hours spent by each team member.

PRTC will make payment to the firm, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services.

V.13 Non-Discrimination Against Faith-Based Organizations

PRTC does not discriminate against faith-based organizations in procuring supplies and services.

ATTACHMENT A REFERENCES

Describe previous work experience for at least five engagements that are similar in service type, size, scope, and/or complexity in the past five years. Information shall include, but is not limited to, the following.

Client Company's Name _____

Contact Name _____ Telephone Number _____

Fax Number _____

Address _____

Type of business, if not public transportation _____

Detailed scope of services

Beginning and ending dates

Contract value \$ _____

Other information:

ATTACHMENT B RFP SUBMISSION FORM

Proposals Due _____ Name of RFP _____
RFP Number _____

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____ Contact Person _____
Address _____ Title _____
Remittance Address _____ Telephone No. _____
_____ FAX No. _____
_____ Email _____

Indicate Which Apply:

Corporation. Partnership Sole Proprietorship Small Business

Disadvantaged Business Enterprise (DBE) Certified by: _____

Organized under the laws of the State of _____ Age of Firm: _____ years
Principal place of business at _____

Annual gross _____ Less than _____ \$500,000 _____ \$1,000,000 _____ \$4,000,000 _____ more than
Receipts: \$500,000 to \$1,000,000 to \$4,000,000 to \$7,000,000 \$7,000,000

Following are the names and addresses of all persons having an ownership interest of 3% or more in the company: (Attach more sheets if necessary)

SECTION II - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of §§ 2.2-3100, *et seq.*, Va. Code Ann., the "State and Local Government Conflicts of Interest Act."

The Offeror is is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III - COLLUSION

I certify that this offer is made without prior understanding, agreement, or in connection with any corporation, firm, or person submitting an offer for the same services, materials, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Invitation for Bid and certify that I am authorized to sign for the Bidder.

ATTACHMENT B (continued)
RFP SUBMISSION FORM

Signature _____ Date _____

Name (Printed) _____ Title _____

BIDDER MUST RETURN THIS COMPLETED FORM WITH BID SUBMISSION

ATTACHMENT C INSURANCE CHECKLIST

Items marked “X” are required to be provided if award is made to your firm. Contractor’s Insurance Agent shall mark a “check” (“Yes” or “No”) as to availability of insurance. Note: If you have answered “No” to any of the requirements, provide written explanation below Offeror and Insurance Agent Statement on the following page.

	<u>COVERAGE REQUIRED</u>			<u>LIMITS (FIGURES DENOTE MINIMUM)</u>
Yes	No*	Required		
___	___	X	1. Workers’ Compensation and Employers’ Liability;	1. Statutory Limits of the Commonwealth of Virginia:
___	___	X	Admitted in Virginia	Yes
___	___	X	Employer’s Liability	\$500,000 per person and \$500,000 aggregate
___	___	X	All Sates Endorsement	Statutory
___	___	X	USL&H Endorsement	Statutory
___	___	X	Voluntary Compensation	Statutory
___	___	X	2. General Liability	2. \$1,000,000 Combined
___	___	X	Products	Single Limit Bodily
___	___	X	Complete Operations	Injury and Property
___	___	X	Contractual Liability	Damage Each Occurrence
___	___	X	Personal Injury	
___	___	X	Independent Contractors	
___	___	X	XCU Prop. Damage Excl.	
___	___	X	3. Automobile Liability	3. \$1,000,000 Combined
___	___	X	Owned, Hired & Non-Owned	Single Limit Bodily
___	___	X	Motor Carrier Act End.	Injury and Property
___	___	X	4. Security Guard Professional Liability Coverage for Errors	4. \$1,000,000 Limit Each Occurrence
___	___	X	5. Garage Liability	
___	___	X	6. Garage keepers’ Legal Liability	
___	___	X	7. Fire Legal Liability	
___	___	X	8. Other Insurance:	
___	___	X	9. PRTC named as additional insured on General Liability (This coverage is primary to all other coverage’s PRTC may possess)	
___	___	X	10. Security Services bond	10. \$25,000 Each Occurrence
___	___	X	11. 30 day cancellation notice Required	
___	___	X	12. Best’s Guide Rating – A: VI or Better, or Equivalent	
___	___	X	13. The Certificate must state Bid/RFP # and Bid/RFP Title	
___	___	X	14. Umbrella Liability	14. \$1,000,000 Limit per Occurrence

OFFEROR AND INSURANCE AGENT STATEMENT

We understand the insurance requirements of these specifications and will comply in full if awarded this Contract.

OFFEROR

INSURANCE AGENCY

SIGNATURE

SIGNATURE

ATTACHMENT D COST PROPOSAL

Note: Prices submitted are for the first year of the contract. Subsequent year prices shall be increased based on the “Washington – Baltimore Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).”

PROPOSAL PRICING SCHEDULE

Name of Contractor _____

Project Name _____

BASIC COVERAGE

Hourly for Security Guard Services \$ _____

ADDITIONAL/OPTIONAL SERVICES

Hourly Rate for Security Guard Unarmed Services \$ _____

Hourly Rate for Security Guard Armed Services \$ _____

Signature of Authorized Official _____

Title of Authorized Official _____

Date _____

ATTACHMENT E SAMPLE CONTRACT

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION Services Contract



CONTRACT: #13-01

SUBJECT: Security Guard Services

Between:

Potomac and Rappahannock Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192

And the Contractor:

This Contract is entered into this ____ day of _____, _____, by and between the Potomac and Rappahannock Transportation Commission, or its authorized agents, and the Contractor identified above for supplies and services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann., which is incorporated herein by reference.

SECTION I
SPECIAL PROVISIONS

I.1 Definitions

“Potomac and Rappahannock Transportation Commission” or “PRTC” shall mean the Potomac and Rappahannock Transportation Commission authorized by the Virginia Public Procurement Act or other law to enter into Contracts.

“Contract Administrator” assigned to administer this Contract for PRTC is Doris Chism, Director, Customer Service and Dispatch.

“Contractor” shall mean:

whose authorized representative is _____,
_____, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Term

The term for this Contract shall be for three (3) years, effective _____. PRTC shall have the option to renew the Contract for three (2) two-year periods, contingent upon availability of funds for the purpose and the needs of PRTC. The option to renew shall be exercised at the sole discretion of PRTC.

PRTC shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current Contract. In the absence of any notification to renew, the Contract shall automatically terminate on the expiration date specified in the Contract. Agreement to extend the contract term shall not be final until the Contractor provides written acknowledgement of the extension.

I.3a Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. PRTC’s Solicitation number RFP #13-01 entitled “Security Guard Services,” and dated August 8, 2012.
2. Contractor’s Bid Response dated _____

I.3b Precedence of Terms

In the event of an inconsistency between the Request for Proposal, the Contract Terms and Conditions, other included documents, or the state procurement law, the inconsistency shall be resolved by the following order of precedence:

- a. Virginia’s Public Procurement Act, as amended.
- b. Executed Contract
- d. Request for Proposal, #13-01 entitled “Security Guard Services and dated August 8, 2012
- e. Contractor’s Response dated _____.

I.4 Provision of Services

The Contractor hereby agrees to provide security guard services to PRTC as described herein and further outlined in Scope of Work.

I.5 Contract Amount

In return for the services identified above, and subject to the “Non-Appropriation of Funds” clause herein, PRTC certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor for security guard services at a rate of _____ . This rate includes all expenses including travel time and per diem expenses.

I.6 Method of Payment

The Contractor shall submit invoices identifying the services performed. The invoice should cite the Purchase Order Number, Contract Number and date of services.

PRTC will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice.

I.7 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.8 Key Personnel

The Contractor shall assign to this Contract the following key personnel:

During the period of performance, the Contractor shall make no substitutions of key personnel unless approved in writing by the Contract Administrator.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumés for the proposed substitutes, and any additional information requested by the Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

1.9 Insurance

The Contractor shall maintain insurance in an amount and form as set forth in Attachment C, Insurance Checklist.

1.10 Hold Harmless

The Contractor agrees to indemnify and hold harmless PRTC, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, subcontractors, employees and volunteers, in connection with work under this Contract.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of PRTC.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Executive Director of the Potomac and Rappahannock Transportation Commission shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from PRTC that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within _____ of receipt of a change order, unless such time period is extended in writing, or unless the PRTC Executive Director requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless PRTC is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provision of this nondiscrimination clause.

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

c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts Over \$10,000

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

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

II.5 Claims/Disputes

Contractual Disputes and Claims: In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all disputes and claims by the Contractor under this Contract. Section 2.2-4365, VA Code Ann. is not applicable to this Contract. Under no circumstances is this Section an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann. because Section 2.2-4365, VA Code Ann. is not applicable to this procurement.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence or the event giving rise to the claim or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract

Administrator shall be rendered in writing within thirty (30) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regard to the claim with the Executive Director of PRTC within thirty (30) days of the decision of the Contract Administrator. The Executive Director of PRTC shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of its decision to the Contractor within thirty (30) days of the receipt of the claim from the Contractor. The decision of the Executive Director of PRTC shall be final and binding.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under this Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this disputes and claim resolution procedure set forth in this Section shall be a precondition of the filing of any lawsuit by the Contractor against the Commission arising out of the Contract.

II.6 Termination for Convenience of the Potomac and Rappahannock Transportation Commission

The parties agree that PRTC may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the PRTC Executive Director shall determine that such termination is in the best interests of PRTC.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the PRTC Executive Director or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the PRTC Executive Director; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the PRTC Executive Director.

PRTC shall pay reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, PRTC shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. cost of work performed or supplies delivered;
 - b. the cost of settling and paying any reasonable claims as provided in subparagraph (4) above;
 - c. a sum as profit on (a) determined by the PRTC Executive Director to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided. In the event that the Contractor is not satisfied with any payments, which the Executive Director shall determine to be due under this clause, the Contractor may appeal any claim in accordance with the "Claims and Disputes" clause of this contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from PRTC whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Examination of Records

The Contractor agrees that PRTC, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that PRTC or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term “subcontract” as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.9 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then PRTC may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, PRTC shall be liable only for payments due through the date of termination.

II.10 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by PRTC for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from PRTC attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify PRTC and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from PRTC for work performed by a subcontractor under the Contract, except for amounts withheld under subsection 1.b. of this section. The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed as an obligation by PRTC. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2 and 3 of this section with respect to each lower-tier subcontractor.

II.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, Va. Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia.

It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction.

II.13 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto.

II. 14 Force Majeure

If either party to this Contract is rendered unable, wholly or in part, to carry out its obligations under this Contract in a timely manner by reason of some cause beyond the control and without the fault or negligence of the Party that amounts to Force Majeure, such party shall give to the other party prompt written notice thereof with reasonably full particulars, and if undisputed, the obligation of the party giving notice to perform its obligations shall be suspended during, but no longer than, the continuance of the Force Majeure, and such party shall act diligently to remove the Force Majeure as soon as practical and to reschedule the work or take such other action as is reasonable necessary to mitigate any delay.

For the purposes of this section, Force Majeure shall mean:

(a) An act of way, whether or not declared, civil war, insurrection, riot, acts of terrorism, or any condition incident to the foregoing.

(b) Acts of the Federal or State government or the entry of a court order, intended to, or having the effect of stopping or delaying the work.

(c) An Act of God which for the purposes of this section shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the party to foresee or make preparation in defense of. The performance of the work shall not be adjusted for normal inclement weather.



POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION

CONTRACTOR:

Executive Director/ Contracting Officer

Contractor Representative

Date

Title

Date

ATTEST:

Executive Assistant

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____