



**POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION
(PRTC)**

INVITATION FOR BIDS

IFB No. 025-003

PRTC Custodial and Janitorial Services

IFB Issued: November 12, 2024

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I. INTRODUCTION

I.1 Purpose of the Request

The Potomac and Rappahannock Transportation Commission (PRTC) seeks a qualified company to provide custodial and janitorial services on the grounds and at buildings at PRTC's two facilities: PRTC Transit Center, 14700 Potomac Mills Road, Woodbridge, Virginia 22192 and the PRTC Western Maintenance Facility, 7850 Doane Drive, Manassas, Virginia 20109.

Failure to provide all the required certifications and documents listed and described in this Invitation for Bids (IFB) may cause the bid to be rejected and be considered non-responsive.

I.2 Background Information

Located in Prince William County, about 25 miles southwest of Washington, D.C., the Potomac and Rappahannock Transportation Commission (PRTC) is a multimodal, multijurisdictional agency providing local and commuter bus services and Transportation Demand Management (TDM) services in Prince William County and the Cities of Manassas and Manassas Park. PRTC's services are operated under the OmniRide brand name and PRTC is a partner in several regional services. PRTC prides itself on providing high quality, progressive and innovative transportation services for residents of its member jurisdictions.

I.3 PRTC Contract Management:

Contract Administrator: Matters relating to prices, terms and conditions, period of performance, quantities to be supplied, delivery schedule and financial adjustments shall be handled through the Contract Administrator, LaWana Glymph, PRTC's Procurement Contract Specialist.

Project Manager: **Vincent Walker** will serve as the Project Manager (PM) for the PRTC Transit Center and **Richard Brown** will serve as the Project Manager (PM) for the PRTC Western Facility. The PMs are responsible for the technical administration of the Contract and technical liaison with the Contractor. The PMs are responsible for the day-to-day clarifications and guidance of the Contractor's personnel as may be required under the Contract.

Contracting Officer: PRTC's Executive Director is the only individual who can legally commit or obligate PRTC for the expenditure of federal/public funds. Only the Contracting Officer shall have the authority to revise the terms and conditions of the Contract, and any such revisions shall be authorized in writing.

Contract or Agreement: The contractual agreement between PRTC and the successful Contractor to perform work described in this solicitation and successful Contractor's bid. **Note: The Contractual instrument for this project will be PRTC's standard form Contract provided as Attachment F, modified as required to conform to this project. PRTC will not use the Bidder's form contract.**

I.4 Scope of Work

The Potomac and Rappahannock Transportation Commission (PRTC) is soliciting bids from a qualified and experienced company to provide custodial and janitorial services for its facilities and grounds, PRTC Transit Center at 14700 Potomac Mills Road, Woodbridge, Virginia 22192 and the PRTC Western Maintenance Facility, 7840 Doane Drive, Manassas, Virginia 20109. The full Scope of Services for the procurement is described in **Section III – Scope of Work** in this document. The successful Bidder shall provide the means to fulfill the types of requirements listed herein.

I.5 Period of Contract

The term of this Contract will begin upon execution and shall be for one (1) base year from the date of award, with four (4), one (1) year option periods.

I.6 Type of Contract

PRTC expects to award a firm-fixed price contract for the services and materials specified in the Scope of Work to the lowest responsive and responsible bidder.

I.7 Pre-Bid Conference and Submission of Questions

An informational meeting, referred to here as a Pre-Bid Conference, will be conducted in person at PRTC Transit Center, located at 14700 Potomac Mills Road, Woodbridge, VA 22192 and virtually via Zoom on **December 4, 2024 at 11:00 AM**. Attendance is encouraged as it will assist PRTC in providing the best information on its requirements and resources to all parties.

Questions to be discussed at the meeting may be submitted as follows:

- in advance of the pre-bid conference
- orally at the pre-bid conference
- after the pre-bid conference but **no later than December 11, 2024 at 12:00 NOON**.

Questions submitted to PRTC in advance of the pre-bid conference may be sent by e-mail to lglymph@omniride.com and **must be titled "PRTC Custodial and Janitorial Services Questions."** The company posing the question must be clearly identified. PRTC will provide responses to questions via an addendum.

I.8 Posting/Notice of Award

PRTC intends to award this Contract to the lowest responsive and responsible Bidder and the PRTC Board reserves the right to reject any and all bids received, although PRTC also reserves the right to waive irregularities. Notice of Award, made as a result of this solicitation, will be made via official electronic mail and posted on the OmniRide Procurement webpage. All participants will receive email notification whether or not they are the lowest responsive and responsible Bidder and the Notice of Award to the actual lowest responsive and responsible Bidder selected.

I.9 Clarification of Terms

In order to ensure an impartial competitive process, questions, and private communications with the Prospective Bidders during bid preparation and the evaluation period will not be accepted. If a Prospective Bidder has questions about the scope of work or other solicitation documents, the Prospective Bidder should contact in writing PRTC's Contract Specialist, whose name appears on the cover page of this solicitation. Inquiries regarding this IFB will be accepted up until **December 11, 2024 at 12:00 NOON** and the inquiries together with the responses shall be distributed to all IFB recipients. Any revisions to the solicitation shall be made only by addendum issued by PRTC.

I.10 Permits and Licenses

The Contractor must be registered and licensed, as necessary, to perform the requested services in the Commonwealth of Virginia.

I.11 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.

II. PROCUREMENT SCHEDULE

PRTC anticipates following the procurement schedule as shown below. PRTC reserves the right to make changes to the schedule. All such changes shall be made via an addendum to the solicitation. It is the responsibility of each vendor to check the PRTC's procurement webpage (<https://omniride.com/about/business/procurement/>) or eVA, Virginia's online, electronic procurement system (<https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp>) for information concerning this solicitation, including any addenda or notices.

November 12, 2024	IFB Issued by PRTC
December 4, 2024	Pre-bid Conference 11:00 am EST In-Person at the PRTC Transit Center, 14700 Potomac Mills Rd, Woodbridge, VA 22192 and Virtually via Zoom Facility walk-thru immediately following Pre-Bid Conference (Woodbridge Location)
December 11, 2024	Final Questions Due 12:00 Noon EST
December 18, 2024	PRTC Response to Questions
January 7, 2025	BIDS DUE (Bid Opening) 12:00 Noon EST
February 6, 2025	Recommend Award to PRTC Board

III. SCOPE OF WORK

III.1 Purpose

- A. The Potomac and Rappahannock Transportation Commission (PRTC) seeks a qualified company to provide custodial and janitorial services on the grounds and at buildings at PRTC's two facilities: PRTC Transit Center, 14700 Potomac Mills Road, Woodbridge, Virginia 22192 and the PRTC Western Maintenance Facility, 7850 Doane Drive, Manassas, Virginia 20109.

III.2 Background

- A. PRTC facilities are used on a frequent basis by various organizations, including state and local elected officials, for meetings. The ultimate responsibility of the Contractor is to maintain the cleanliness of both facilities at a level of service that equals or exceeds ordinary tidiness. Each building is unique and has unique needs and there are situations that will determine the frequency of services that the contractor will need to provide.
- B. PRTC also shares facility space with its bus services contractor, Keolis Transit Services, LLC. However, this Scope of Work does NOT apply to facility areas assigned to Keolis Transit Services, LLC. Keolis is responsible for providing cleaning and janitorial services for their shared facility space. Floor plans showing the areas assigned to Keolis Transit Services, LLC are provided in **Attachment A.1**.

III.3 General Requirements

- A. The Contractor shall have sufficient staff to meet the expectations in this section. The Contractor's staff shall maintain a professional demeanor at all times while in PRTC's facilities or on its property.
- B. In the event cleaning and janitorial services need to be performed at times other than described in this section, prior approval from PRTC's Facility Managers (Vince Walker at the PRTC Transit Center and Richard Brown at the PRTC Western Facility), is required. In all cases, it is the responsibility of the Contractor to fulfill the scope of services as specified herein during the specified hours. Changes to the hours for specified services are solely at the discretion of PRTC.
- C. The Contractor shall provide the following services at the locations and at the times identified below:

1. Night Services:

Night services shall be performed on Monday through Friday, not before 5:00 p.m. with all services performed by 2:00 a.m.

a. Facility Interior:

- i. Walls, doors, hardware, light switches, painted woodwork, and partition glass shall be kept free of marks and smudges. Door handles, face plates, and light switches shall be cleaned with surface appropriate disinfectant/detergent solutions and wiped thoroughly dry.
- ii. Horizontal surfaces, including, but not limited to, desktops, furniture, top of filing cabinets, bookshelves, and fire-alerting devices shall be dusted. Care shall be taken to not move items on desktops, bookcases, and shelving.
- iii. All waste baskets and waste containers in all areas, including individual offices, will be emptied, wiped clean and thoroughly dry and a new plastic liner installed.
- iv. Cardboard, including boxes that are labeled as trash, shall be broken down then disposed of in the recyclable container.
- v. All carpeted areas shall be power vacuumed. Accessory tools shall be used in hard-to-reach areas.
- vi. All uncarpeted areas shall be dust mopped with a treated mop. Marks and spills shall be removed.
- vii. Carpeted or textured floor matting shall be removed before cleaning the floors. Once returned to the floor, all carpeted or textured matting shall be power vacuumed or cleaned as appropriate.
- viii. When leaving individual offices, doors and locks shall be left in the position found.
- ix. During inclement weather (rain, sleet, hail, or snow) floor matting shall be removed and the floor shall be damp mopped. Slippery when wet warning signs shall be posted, and remain in place, warning all employees, contractors, and visitors of slippery conditions.

b. Second Floor Restrooms:

- i. Remove all trash and debris, empty all waste baskets and waste containers, including sanitary disposal containers; damp wipe with appropriate disinfectant/detergent solution, wipe thoroughly dry, install a new plastic liner.
- ii. Clean all commode and urinal surfaces with an appropriate disinfectant/detergent solution; special care shall be given to cleaning rims, tops and bottoms of toilet seats and bases.

- iii. Clean all sink basins and hardware with an appropriate, non-abrasive, disinfectant/detergent solution, taking care to not cause damage to surfaces.
- iv. Refill paper towel, tissues, seat cover, and soap dispensers using premium grade products.

c. Second Floor Breakrooms:

- i. Ensure that the breakroom coffee pots are all turned off.
- ii. Ensure all small appliances are turned off and damp wiped an appropriate disinfectant/detergent solution, then wiped thoroughly dry.
- iii. Countertop, lunch tabletop and chair surfaces shall be damp wiped with an disinfectant/detergent solution. Surfaces shall be wiped thoroughly dry.
- iv. Clean all sink basins and hardware with an appropriate, non-abrasive, disinfectant/detergent solution, wiped thoroughly dry, hardware shall be polished.
- v. Remove all trash and debris, empty all waste baskets and waste containers, and trash receptacles; damp wipe with appropriate disinfectant/detergent solution, wipe thoroughly dry, install a new plastic liner.
- vi. Water fountain(s) and/or refilling station(s) surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry, and polished.
- vii. The elevator shall be kept free of finger marks and smudges. Surfaces shall be cleaned thoroughly, including entrance sills and bright work, with an appropriate disinfectant/detergent solution. Entrance door and frame shall be damp wiped thoroughly dry.
- viii. Stairwell floors, landings, and treads shall be dust mopped with treated mop. Railings shall be dusted, and walls kept clean of smudges, marks and/or dirt.

d. Facility Exterior:

Includes the bus circle and bus shelter areas at the PRTC Transit Center, 14700 Potomac Mills Rd, Woodbridge, VA. 22192.

- i. Empty exterior trash and cigarette butt receptacles. Re-line trash receptacles with a new bag of appropriate size.
- ii. Trash and debris shall be removed from grounds and walkways, including in and around shrubs and along gutters.

2. Weekly Services:

Weekly service shall be performed at least once each week at least four (4) days apart. May be performed during Night Services, in addition to normal Night Service.

- a. Door glass and office side window glass shall be cleaned with an appropriate glass cleaner, glass shall be smudge and streak free.
- b. Stairwell floors, landings, and treads shall be damp mopped with an appropriate disinfectant/detergent solution. Railings will be dusted, and walls kept clean of smudges, marks and/or dirt. Glass shall be cleaned, smudge and streak free, inside and out.
- c. Composition floors will be spray buffed to maintain their appearance.
- d. Lobby and Vestibule glass shall be cleaned with an appropriate glass cleaner, smudge and streak free. Entrance door glass shall be cleaned inside and out.
- e. Dust all surfaces, up to 72 inches high.

3. Monthly Services:

Monthly services shall be performed at least once per month, at least three (3) weeks apart. May be performed during Night Services in addition to normal Night Services or during weekend hours (with prior approval).

a. Facility Interior:

- i. Power scrub tile floor and buff with a no-slip wax.
- ii. Dust HVAC ventilation grills, up to 72 inches; grills shall be free of dirt and dust.
- iii. Second Floor Restrooms:
 - Deodorizers shall be checked and refilled monthly, or sooner if needed.
- iv. Second Floor Breakrooms:
 - The refrigerator(s) in the breakrooms shall be cleaned on the first Friday of every month. All food items (including containers) shall be removed and disposed of. EXCEPTION: condiments, unexpired coffee creamers and milk, jelly/jam, and butter/margarine shall NOT be disposed of.
 - Shelving, drawer(s), and bin(s) shall be removed and damp wiped clean. All door compartments and storage areas shall be wiped clean.

4. Quarterly Services:

Quarterly services shall be performed at least once every three (3) months, at least two (2) months apart. May be performed during Night Service, in addition to normal Night Services, or during weekends and/or holidays (with prior approval).

a. Facility Interior:

- i. High vertical areas (above 72 inches) shall be dusted with a treated cloth.
- ii. Window blinds shall be dusted with a treated cloth.

5. Bi-Annual Services:

Bi-Annual services shall be performed on weekends and/or holidays when facilities are closed. A proposed date for these services shall be submitted to PRTC in writing for concurrence at least two (2) weeks in advance.

a. Facility Interior:

- i. Tile flooring, including the landings in the stairwells, shall be stripped, scrubbed, waxed (using a no-slip wax), and buffed.
- ii. Shampoo all carpeted floors with the first shampooing occurring no later than April 1, 2025 and every six (6) months thereafter.

III. 4. Day Porter Services:

A. Day Porter services as identified are to be performed **ONLY** at the PRTC Transit Center, 14700 Potomac Mills Road, Woodbridge, VA. 22192. Services shall be provided Monday through Friday beginning at 8:00 a.m. and ending no later than 3:00 p.m.

B. Facility Interior:

1. Remove all trash and debris in common areas.
2. Water fountain(s) and refilling station(s) surfaces shall be cleaned with an appropriate disinfectant/detergent solution and wiped thoroughly dry.
3. All commonly touched surfaces including, but not limited to, door handles and face plates, countertops, benches, tables, chairs, etc. shall be cleaned with a surface appropriate disinfectant/detergent solution and wiped thoroughly dry.

4. During inclement weather (rain, sleet, hail, or snow) floor matting shall be removed and the floor shall be damp mopped. Slippery when wet warning signs shall be posted, and remain in place, warning all employees, contractors, and visitors of slippery conditions.
5. Second Floor Restrooms:
 - a. Remove all trash and debris, empty all waste baskets and waste containers, including sanitary disposal containers; wipe clean with appropriate disinfectant/detergent solution and install a new plastic liner as necessary.
 - b. Clean all commode and urinal surfaces with an appropriate disinfectant/detergent solution; special care shall be given to cleaning rims, tops and bottoms of toilet seats and bases.
 - c. Clean all sink basins and hardware with an appropriate, non-abrasive, disinfectant/detergent solution, taking care to not cause damage to surfaces. Rinse and wipe thoroughly dry.
 - d. Refill paper towel, tissues, seat cover, and soap dispensers using premium grade products.

C. Facility Grounds and Bus Circle Area:

1. Empty exterior trash and cigarette butt receptacles. Re-line trash receptacles with a new bag of appropriate size.
2. Trash and debris shall be removed from grounds, bus shelters, and walkways, including in and around shrubs and along gutters.

D. Exterior Exeloo Restrooms:

1. Clean all fixtures, mirrors, sink basin(s), commodes, urinals, and containers with an appropriate, non-abrasive, disinfectant/detergent solution and wiped thoroughly dry.
2. Special care shall be taken to not cause any interference with the automatic functions of the restrooms.
3. Remove all trash and debris from restroom surfaces. Empty all waste containers, including sanitary disposal waste containers, waste containers shall be wiped clean and wiped thoroughly dry.
4. Refill paper towel, tissue, seat covers, and soap dispensers using premium grade products.

III.5 PRTC Responsibilities

- A. PRTC will provide one (1) first floor and one (1) second floor storage room with water stalls for storage of Contractor's supplies and equipment. However, the Contractor will provide any lockers or shelving for these rooms and maintain them in a neat, orderly, and clean condition at all times.
- B. PRTC will provide identification badge/security system card necessary to access all necessary areas of the facility.
- C. PRTC will provide two (2) dumpsters for trash and recyclable material disposal. Trash collected throughout the day and evening should under no circumstances be stored within the facilities.

III.6 Contractor Responsibilities

- A. The Contractor will furnish all labor, transportation and travel expenses, equipment and utensils, signs, paperwork, and other items and materials necessary to perform the requirements in this Scope of Work.
- B. The Contractor shall have sufficient staff to meet the expectations listed in the Scope of Work. The Contractor's employees shall maintain a professional demeanor at all times while on PRTC's property and while inside of PRTC's facilities.
- C. The Contractor shall dispose of all waste and recyclable material in the appropriate on-site containers.
- D. The Contractor shall take care to avoid damaging any interior or exterior surfaces.
- E. The Contractor shall comply all OSHA Standards, including, but not limited to, providing PRTC's Facility Managers with product brochures and Safety Data Sheets for all chemicals with ten (10) days after award of Contract and prior to their use, ensuring all chemical containers are properly labeled, proper use of caution signs.
- F. The Contractor shall list the brand and purpose of cleaning products to be used in services described in herein.
- G. Any damage, including damage to finished surfaces shall be repaired at the Contractor's expense.
- H. All employees must be capable of communicating using the English language.
- I. All employees will wear the proper attire, including shoes, safety vests, etc., as appropriate for the services they are providing considering all personnel safety factors.

- J. During the term of this contract, the Contractor shall not be allowed or be part of or have employees that are currently employed by PRTC or its Bus Operations Contractor, Keolis Transit Services, LLC.
- K. The Contractor must be licensed to operate within Prince William County for the services as contained herein and provide a copy of the Prince William County License.
- L. Due to the unrestricted access given to these services, employees hired by the Contractor, shall have Full Background Investigations (National) completed at the expense of the Contractor by an Agency, Firm, or Company fully vested in performing such investigations. Until the Contractor is in full receipt of completed background checks and investigative reports, employees assigned to PRTC must only be utilized by the Contractor while in full contact (sight and sound) with another Contractor employee already cleared through the investigative process. Contractors will be liable for ensuring that all background checks and investigative processes are completed as follows:
 - 1. Pre-Employment Full Background Investigation (National) and Reports consisting of the following:
 - 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 a minimum of the last 10 years, used to research criminal and civil records.
 - c. Criminal Convictions History – Reveals a minimum of a 10-year history of misdemeanor and felony records in jurisdictions based on residence history.
 - d. Driving Record – Reveals driving record obtained from states based on residence history to determine habits and general responsibility.
 - e. Civil Records – Research civil actions against the applicant, including lawsuits, judgments, state and federal liens, and bankruptcies.
 - f. Employment History – Verifies the applicant’s previous employment record portrayed in each application.
 - 2. Contractor employees will not be utilized for PRTC services if there is any report that indicates or causes PRTC or the contractor to believe that an employee is not completely trustworthy in any respect, including but not limited to the following:
 - a. Crimes and criminal convictions as identified in **Title 18.2. Crimes and Offenses Generally in the Code of Virginia** can disqualify an applicant. However, the same is true for crimes and convictions for similar offenses under laws of another state or jurisdiction, regardless of the name given to the offense by another state or

jurisdiction. Furthermore, convictions of attempts to commit and convictions of conspiracy to commit shall be included.

- b. Criminal convictions such as murder, robbery, arson, etc. as listed in **Title 18.2. Crimes and Offenses Generally in the Code of Virginia** will disqualify an applicant no matter the age of the conviction.
- c. Criminal convictions such as assault and battery, petit larceny, and burglary, etc. as listed in **Title 18.2. Crimes and Offenses Generally in the Code of Virginia** will disqualify an applicant if the conviction happened within ten (10) years of the application date.

III.7 Equipment and Supplies

- A. The Contractor shall furnish all cleaning equipment and supplies necessary to meet the requirements to perform required duties within the scope of work at no additional costs. Supplies shall be of a premium quality.
- B. Products used in the performance of this scope of work shall be environmentally friendly and meet all local, state, and federal regulations.
- C. The Contractor shall ensure that furnished equipment and cleaning supplies are available for use by the Contractor's staff.
- D. All products and materials provided by the Contractor shall be compatible with the existing dispensers at all locations.
- E. The Contractor shall ensure that equipment be cleaned prior to returning to storage to avoid unpleasant odors such as "sour" mops.
- F. Products and materials provided by the Contractor shall be maintained in sufficient quantities at all times and available to the Contractor's employees for use in the performance of required services.
- G. The Contractor shall not use any product or material that might damage any surfaces to which they are applied.

III.8 Holiday Schedule

- A. The Contractor shall arrange work and holiday schedule to coincide with that of the PRTC. Unless facilities are closed or otherwise noted, custodial and janitorial services should continue on holidays. Facility closure will be identified by an asterisk on the holiday schedule as provided as **Attachment A.2**. A schedule of holidays shall be provided to the Contractor at the beginning of each new calendar year.

III.9 Monthly Board Meetings (PRTC & VRE Board Meetings)

Potomac and Rappahannock Transportation Commission (PRTC) Board of Commissioners Meeting

- A. The PRTC Board of Commissioners conducts a meeting on the first Thursday every month from 7:00 p.m. – 10:00 p.m. in the large conference room at the Transit Center, except in the month of August or unless otherwise noted.
- B. The following services shall be completed no later than 5:30 p.m. and is to be performed ONLY at the Transit Center, 14700 Potomac Mills Rd, Woodbridge, VA 22192, on the day the Board of Commissioners are scheduled to meet. **Note: The normal cleaning and janitorial services at the PRTC Western Facility are not affected.**

1. Facility Interior:

- a. All tabletop and credenza surfaces in the large conference room shall be damp wiped with an appropriate disinfectant/detergent solution then wiped thoroughly dry.
- b. Carpeting on the second floor in large conference room, the hallway where the restrooms are located, and the common area in front of the elevator shall be power vacuumed.
- c. The second-floor restrooms shall receive a Nightly Service cleaning.
- d. The second-floor breakroom shall receive a Nightly Service cleaning.
- e. Remove all trash and debris, empty all waste baskets, waste containers, and trash receptacles in the second-floor large conference room, the common area in front of the elevator, and hallway where the restrooms are located.
- f. Vacuuming the remainder of the second-floor carpeting shall be exempted on these occasions.
- g. Care shall be taken to ensure loud noises and other disturbances do not affect the meeting taking place. Courtesy is of the utmost importance.
- h. All other Nightly Service tasks shall be completed as indicated above

Virginia Railway Express (VRE) Operations Board Meeting

- C. The VRE Operations Board conducts a meeting every third Friday each month from 9:00 a.m. – 12:00 p.m. in the large conference room at the Transit Center, 14700 Potomac Mills Road,

Woodbridge VA 22192, except the month of August. Care shall be taken to ensure loud noises and other disturbances do not affect the meeting while it is in session.

III.10 Additional Services

- A. PRTC reserves the right to add similar ongoing services and/or event driven services, as PRTC's requirements may change per facility location during the contract term. The Contractor shall outline their hourly rate for additional services in the Pricing Schedule.
- B. Additional Custodial and Janitorial Services may include, but are not limited to:
 - 1. Cleaning the inside of the microwave on a weekly basis
 - 2. Cleaning specific area(s) of a facility prior to a ceremonial event

III.11 Emergency Services

- A. Emergency Custodial Services include, but are not limited to, cleaning up spills, leaks, floods, bodily fluids, animal wastes, breakage, etc. The hourly rate for emergency services shall be included on the Pricing Schedule.
 - 1. The Contractor shall provide PRTC with an emergency contact name and telephone number for quick response to emergency situations.
 - 2. The Contractor shall respond in-person or by telephone within 30 minutes after notification.
 - 3. The Contractor shall arrive on-site within 60 minutes after notification to address the emergency situation.

IV. GENERAL TERMS AND CONDITIONS

IV.1 Bid and Contract Requirements

This IFB plus the resulting bid and contract shall be consistent with and governed by the Virginia Public Procurement Act, Va. Code §§ 2.2-4300 *et seq.* In the event of an inconsistency between the solicitation and the selection requirements set forth in this IFB 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.

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

IV.2 Obligation of Prospective Contractor

By submitting a bid, 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.

IV.3 Qualification of Bidders

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 and meet the following requirements:

- Receive high praise from past clients for quality of work, timely delivery, and fair and equitable handling of change orders.
- Employ, or have the ability to hire, the necessary complement of personnel to complete all work in the specified time.

PRTC may make such reasonable investigations as deemed proper and necessary to determine the competency and financial stability of the Bidder to perform the contract. The Bidder 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 bid.

IV.4 Additional Information

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

IV.5 Qualification Acceptance Period

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

IV.6 Delays in Award

Delays in the 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.

IV.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 bid to any Prospective Contractor whose bid is the most responsible and responsive and whose bid meets the requirements and criteria set forth in the Request for Bid with respect to the items in question.

IV.8 Rejection of Bids

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

IV.9 Single Bid

If a single conforming bid is received, a price and/or cost analysis of the Bid 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.

IV.10 Inspection of Bids

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 Va. Code § 2.2-4342.F. are met.

IV.11 Protest of Award

A Prospective Contractor who wants 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.

IV.12 Protest Policy

PRTC policy and procedure for the administrative resolution of protest is set forth in §3.8 of the PRTC/VRE 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.

IV.13 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 bid, the Prospective Contractor certifies that it is not currently debarred from submitting bids 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 bids or contracts by any agency of the Commonwealth of Virginia.

IV.14 Anti-Discrimination

By submitting a bid, the Prospective Contractor certifies to PRTC that it will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, as amended; DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation" -- Effectuation of Title VI of the Civil Rights Act; the Virginia Fair Employment Act of 1975, as amended, where applicable; all requirements of Title VIII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 20003, and 49 U.S.C. § 4332 and any implementing requirements FTA may issue; the provisions of 49 U.S.C. § 5332, "Nondiscrimination in Federal Transit Programs," which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity; and Va. Code § 2.2-4311 of the Virginia Public Procurement Act.

IV.15 Insurance

PRTC will require the Contractor to purchase and maintain insurance coverage to the levels described in this section. A description of the proposed insurance as specified below, including

insurance carrier names and policy numbers, should be included in the Bidder's technical bid. The cost of insurance should be shown by line of coverage.

A checklist of required insurance coverage is attached and identified as Insurance Checklist (**Attachment E**). Items marked "X" are required to be provided. If such insurance is incomplete, provide a letter from your insurance agent stating that the Bidder is eligible to obtain insurance to the prescribed limits should a Contractual offer be extended.

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 E**, 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 E**, Insurance Checklist. Technical proposals must note any desired exceptions to the insurance coverage, which may include the submission of proposed alternatives.

a. 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.

b. 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":

i. 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.

ii. 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.

iii. 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.

c. 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.

d. 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.

e. The Successful Contractor will provide an original, signed Certificate of Insurance, showing PRTC as an additional insured, 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.

f. The Successful Contractor will secure and maintain all insurance policies of its subcontractors, which shall be made available to PRTC on demand.

g. The Successful Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) business days of demand by PRTC. These certified copies shall be sent to PRTC from the Contractor's insurance agent or representative.

h. 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.

i. 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.

j. 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.

- k. 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.
- l. 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.
- m. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- n. 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.
- o. 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.
- p. PRTC shall be named an additional insured in the General Liability policies and stated so on the Certificate.

V. INSTRUCTIONS TO BIDDERS

V.1. General

The following general information is provided to all bidders to facilitate the preparation of suitable bids for the goods or services identified in this IFB, and the requirements set forth shall be binding on all bidders.

Bids must be based on the entire bid set and nothing else, and bidders are expected to take into consideration that the bid set, including any contract which is a part of the Invitation, will constitute the terms of the bargain between PRTC and the successful bidder. Where a contract is provided, it is intended that it shall incorporate the terms and conditions of the bid, rendering further reference to the bid set unnecessary.

PRTC is not at liberty to change the terms of the bargain after the opening of bids. Where questions and discussions prior to bid opening disclose a need for additional information or amendments, appropriate addenda to the IFB will be prepared and distributed so that all bidders will be offering price quotes based on the same information and specifications.

The PRTC Executive Director may extend the date and time for opening of bids if he believes it is necessary.

V.2 Bid Format

One (1) copy of the Bid Submission Package including the required forms must be returned.

The Bid Submission Package should include the following:

- a. Title Page – show the name of the Bidder’s firm, local address, telephone number, name of contact person and date.
- b. Letter of Transmittal summarizing the bid and noting exceptions (if any).
- c. A written statement giving the name and address of all proposed subcontractors, the portion of the work and materials which the proposed subcontractors are to perform and any other information which indicates the proposed subcontractors have the necessary facilities, skills, integrity, past experience and financial resources to perform the work.
- d. Required Bid Submission Forms as listed below:
 1. Pricing Schedule (**Attachment B**)
 2. Reference Form (**Attachment C**)

3. IFB Submission Form (**Attachment D**)
4. Insurance Checklist and Bidder & Insurance Agent Statement (**Attachment E**)

Additionally, Bidders may submit other materials describing their company, qualifications, etc.

Vendors can respond to PRTC's solicitations by submitting bids and proposals in paper and also in electronic format, using the Commonwealth of Virginia electronic procurement portal. eVA is Virginia's online, electronic procurement system. Paper bids shall be submitted in a sealed package which clearly identifies the Project or procurement name, the name of the bidder, the due date and time of the bid opening and plainly states that the bid is not to be opened until bid opening. The bidder assumes the risk that an envelope not properly marked will be mistakenly opened, and thus may be rendered ineligible for consideration. The PRTC Executive Director or his representative(s) shall not be responsible for the premature opening of a bid not properly addressed and identified as specified herein.

V.3 Completeness

All information required by the IFB must be supplied in order for the bid to be considered complete. Inadequate information may require disqualification of the bid. Bids cannot ordinarily be modified after they are opened. Any modifications not expressly provided for in the Invitation may require rejection of the bid.

V.4 Net Prices

Bid prices, unless otherwise specified, must be net, including transportation and handling charges fully prepaid by the contractor to destination, and subject only to any discount for prompt payment that may be provided in this Invitation.

V.5 Tax Exemption

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

V.6 Only Authorized Parties to Sign

Each bid, and any contract, must be signed by a person authorized to bind the bidder to a valid Contract with PRTC. The PRTC Executive Director may require that any bidder submit powers of attorney or other appropriate documentation showing the authority of the signature to act on the Contractor's behalf. If, whether such proof of agency has been

demanded or not, it later appears that the signatory was not authorized to act, PRTC may declare the Contract void if it is in its best interests to do so.

V.7 Time for Submission of Bids

Written sealed bids for the goods or services identified must be submitted not later than the date and time set forth elsewhere in this IFB.

V.8 Return of Bid Package

If a prospective Bidder is unable to submit a bid in response to this IFB, the bidder should return the IFB with a statement as to why the bidder is unable to bid. Because of the large number of firms listed on PRTC's qualified list of bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on three successive solicitations. Furthermore, PRTC is interested in learning whether problems with the bid process have discouraged responses.

V.9 Bidders Present

Contents of bids (price schedule) will be made public at the time fixed for the opening of bids. Bidders are strongly encouraged to attend all openings, and to offer constructive suggestions for improvements to bid procedures, format, or other matters.

V.10 Evaluation of Bids

Bids shall be evaluated on the basis of those requirements which are set forth in the IFB, the Specifications, and the requirements of these General Provisions, any Special Provisions, and the Virginia Public Procurement Act. Bids shall be awarded to the lowest responsive and responsible bidder as set forth in Va. Code § 2.2-4318.

V.11 Competency of Bidder

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears, or is in default to PRTC upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to PRTC. The bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the PRTC Executive Director of performance ability, and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these Specifications and contract documents.

V.12 Waiver of Informalities or Irregularities

The PRTC Executive Director is authorized to waive any irregularity or informality in any bid; provided, however, bids or amendments which are received after the time specified

for the opening of bids will be neither opened nor considered.

V.13 Withdrawals of Bids

Withdrawal of bids is strictly governed by Va. Code § 2.2-4330. If a bid may be lawfully withdrawn under that section, notice of withdrawal must be provided in writing within two (2) business days after the bid opening.

V.14 One Responsive and Responsible Bid

When only one responsive and responsible bid is received, the IFB may be cancelled and items rebid, unless the PRTC Executive Director determines the price bid is reasonable and in the best interests of PRTC, on the basis of price comparison, value analysis, prior price history, an engineering estimate, or other method which establishes the reasonableness of the price bid.

When the PRTC Executive Director personally determines that the above methods of establishing price reasonableness are not feasible, he may enter into negotiations with the single responsible and responsive bidder. Such negotiations shall consist of detailed discussions with regard to the cost of labor, materials, overhead and profit. The PRTC Executive Director shall establish a detailed cost/price objective that he determines to be in the best interest of PRTC, prior to the initiation of negotiations.

Any bidder who is a party to such negotiations shall be required to certify that its price proposal is complete, current, and accurate prior to the initiation of such negotiations.

A record of negotiations shall be prepared upon the completion thereof, which shall detail the most significant considerations which resulted in the agreed upon Contract price.

V.15 Cancellation of the Invitation for Bid

Virginia Code § 2.2-4319, permits the PRTC Executive Director to cancel any solicitation if it is in the best interest of PRTC to do so.

Bids received at PRTC after the date and time prescribed will not be considered for Contract award and will be returned to the Bidder. The names of the Bidders submitting bids will be available after the bid closing time and date.

VI. ATTACHMENTS

ATTACHMENT A – FLOOR PLANS & HOLIDAY SCHEDULE

ATTACHMENT B – PRICING SCHEDULES

ATTACHMENT C - REFERENCE FORM

ATTACHMENT D - IFB SUBMISSION FORM

ATTACHMENT E - INSURANCE CHECKLIST

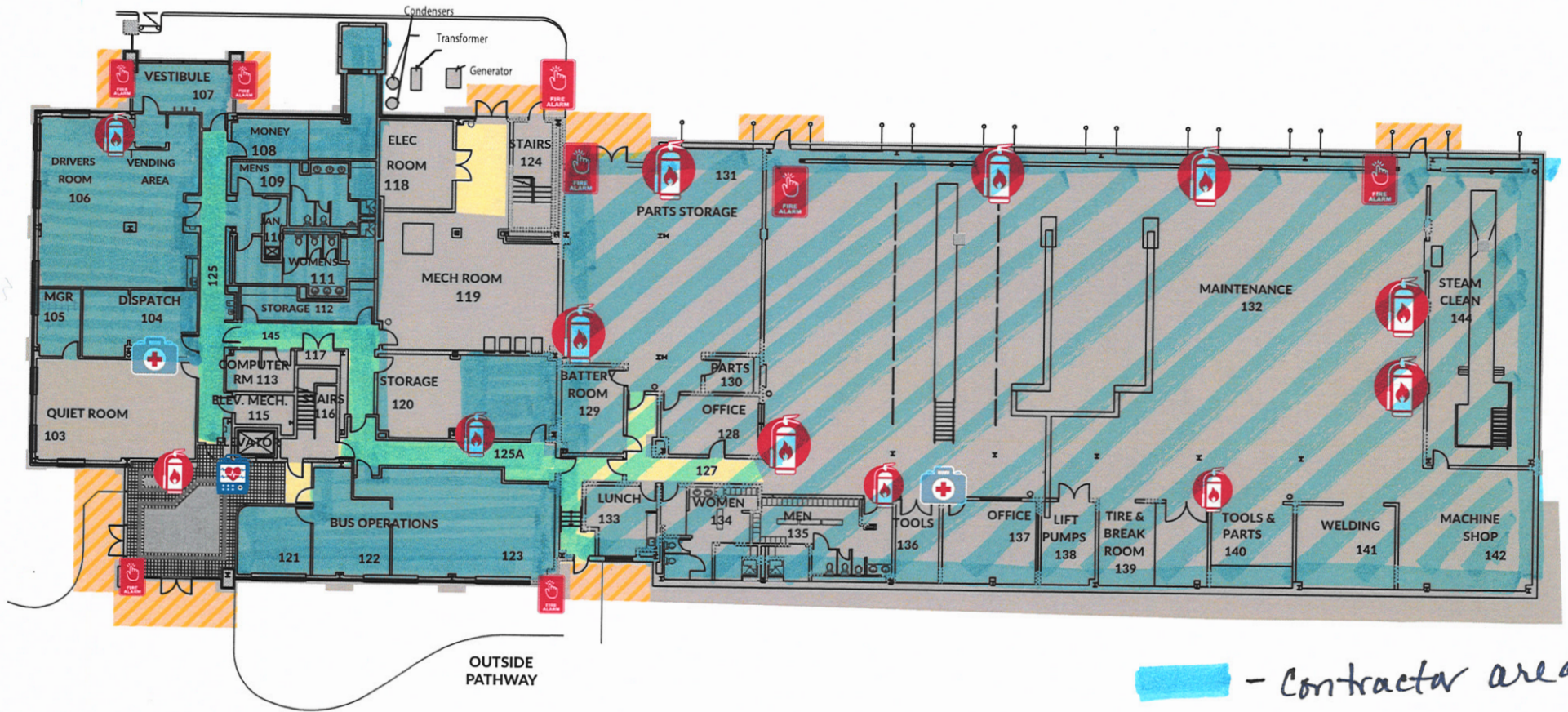
ATTACHMENT F – PRTC SAMPLE CONTRACT

ATTACHMENT A.1

**PRTC TRANSIT CENTER & PRTC WESTERN FACILITY
FLOOR PLANS**



OMNIRIDE TRANSIT CENTER – 1ST FLOOR



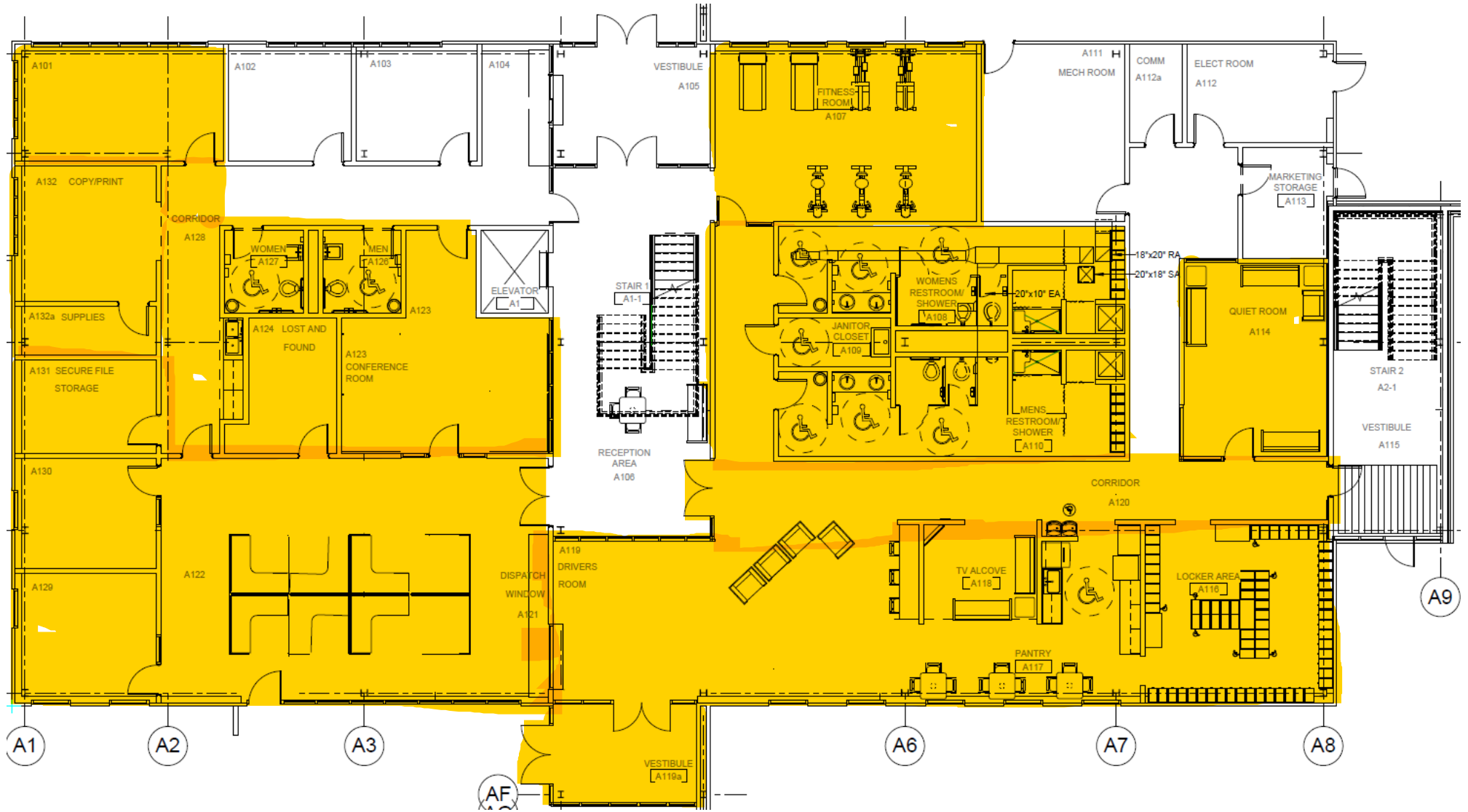
Contractor area

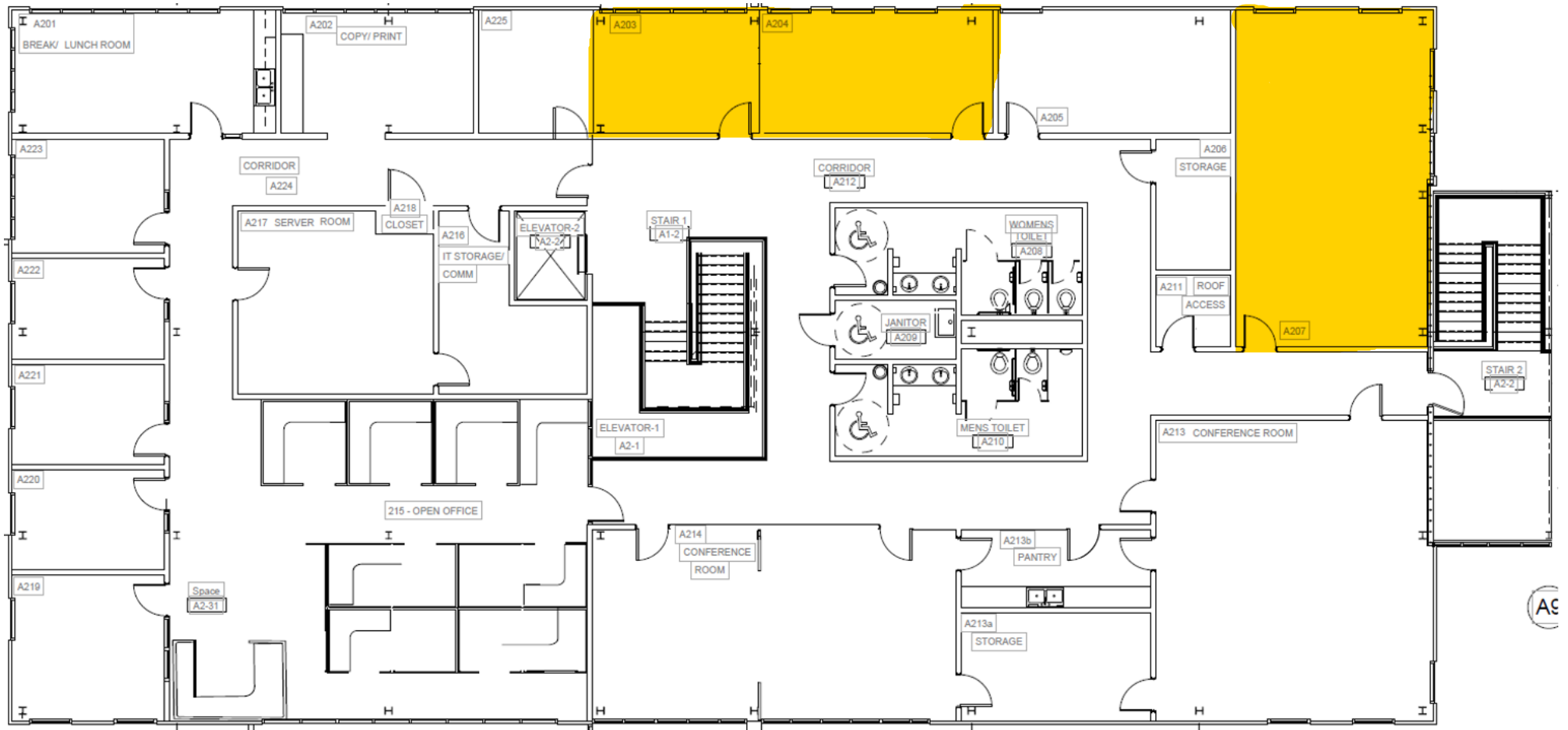
Revised 03/22/23

LEGEND

HALLWAY/ OPEN AREA	OFFICE AREAS	EXIT AREAS	EXIT ROUTE	CLOSEST EXIT
FIRE EXTINGUISHER	FIRE ALARM PULL BOX	FIRST AID KIT	DEFIBRILLATOR	

IFB No. 025-003
PRTC Custodial and Janitorial Services





Maintenance Building – Total SF – 25,629

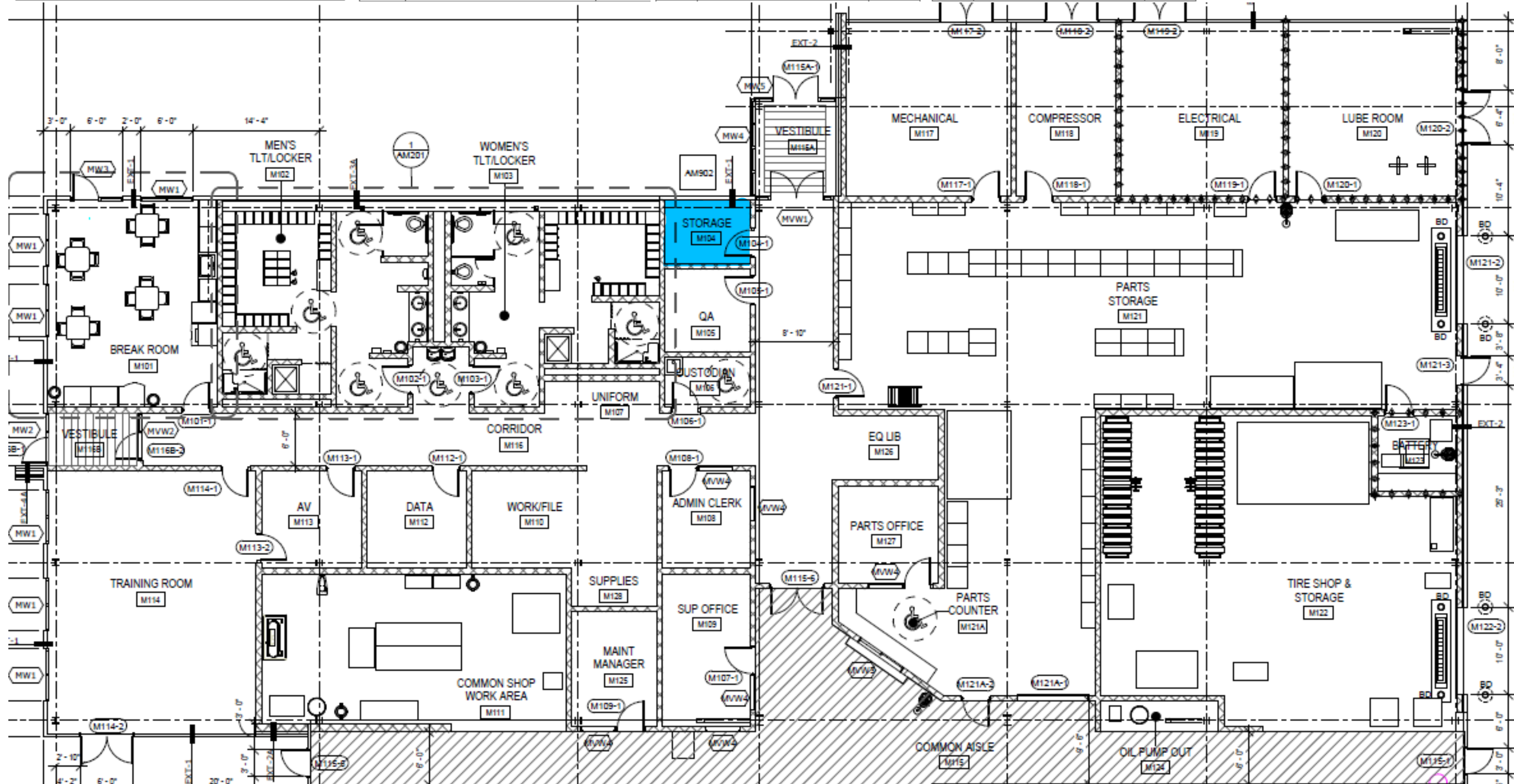
M101	BREAK ROOM	458 SF
M102	MEN'S TLTL/LOCKER	455 SF
M103	WOMEN'S TLTL/LOCKER	416 SF
M104	STORAGE	71 SF
M105	QA	91 SF
M106	CUSTODIAN	58 SF
M107	UNIFORM	48 SF
M108	ADMIN CLERK	110 SF
M109	SUP OFFICE	173 SF
M110	WORK/FILE	237 SF

M111	COMMON SHOP WORK AREA	605 SF
M112	DATA	125 SF
M113	AV	125 SF
M114	TRAINING ROOM	709 SF
M115	COMMON AISLE	2925 SF
M115A	VESTIBULE	107 SF
M116B	VESTIBULE	63 SF
M117	MECHANICAL	371 SF
M118	COMPRESSOR	225 SF
M119	ELECTRICAL	364 SF
M120	LUBE ROOM	381 SF

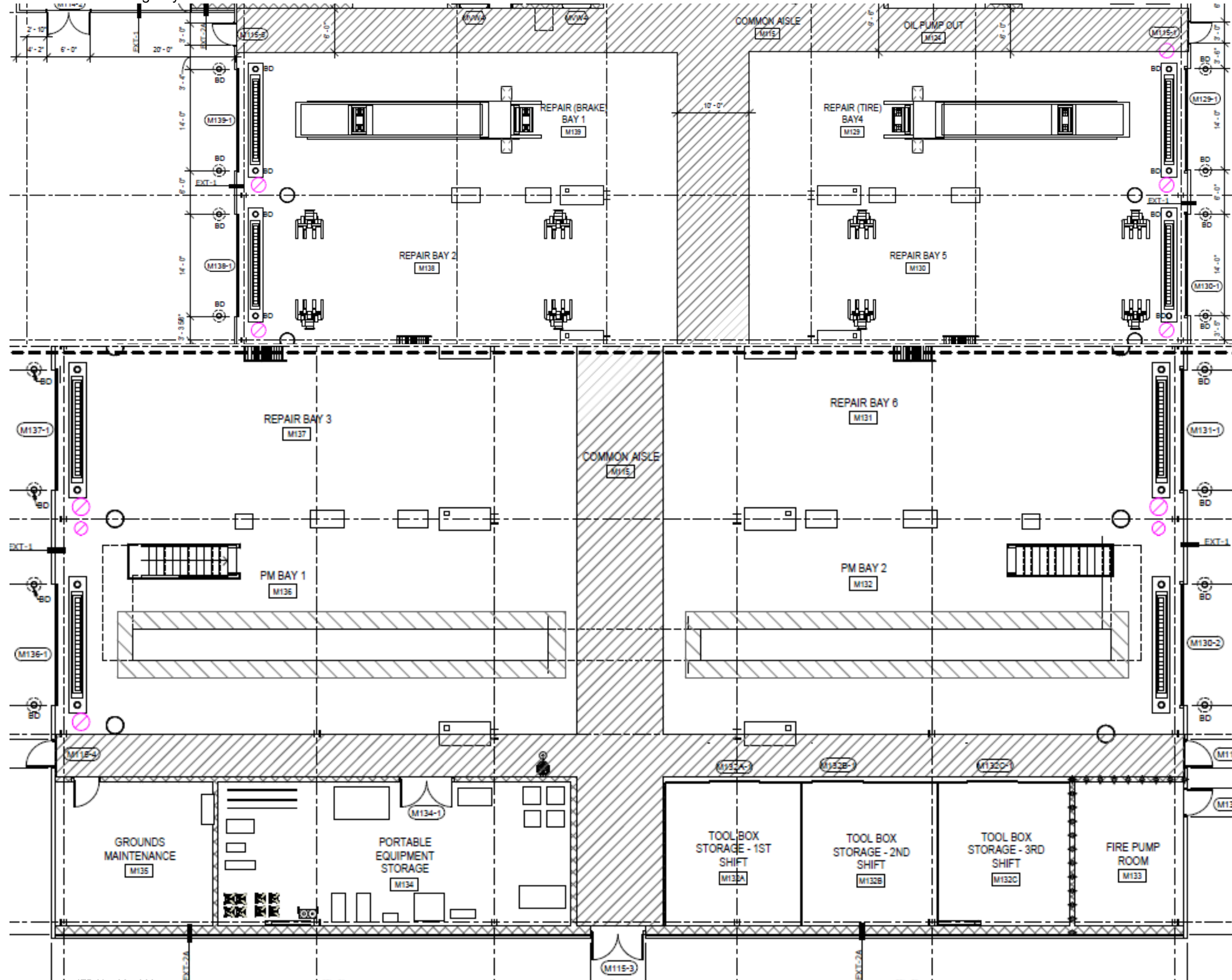
M120	LUBE ROOM	381 SF
M121	PARTS STORAGE	2229 SF
M121A	PARTS COUNTER	94 SF
M122	TIRE SHOP & STORAGE	1313 SF
M123	BATTERY	78 SF
M124	OIL PUMP OUT	47 SF
M125	MAINT MANAGER	127 SF
M126	EQ LIB	942 SF
M127	PARTS OFFICE	127 SF
M128	SUPPLIES	42 SF
M129	REPAIR (TIRE) BAY4	1195 SF
M130	REPAIR BAY 5	1213 SF

M131	REPAIR BAY 6	1213 SF
M132	PM BAY 2	1456 SF
M132A	TOOL BOX STORAGE - 1ST SHIFT	264 SF
M132B	TOOL BOX STORAGE - 2ND SHIFT	263 SF
M132C	TOOL BOX STORAGE - 3RD SHIFT	257 SF
M133	FIRE PUMP ROOM	212 SF
M134	PORTABLE EQUIPMENT STORAGE	686 SF
M135	GROUNDS MAINTENANCE	307 SF
M136	PM BAY 1	1456 SF
M137	REPAIR BAY 3	1206 SF
M138	REPAIR BAY 2	1213 SF
M139	REPAIR (BRAKE) BAY 1	1193 SF

ALL AREAS, EXCEPT STORAGE ROOM M104 (in blue), ARE CONTRACTOR ASSIGNED AREAS

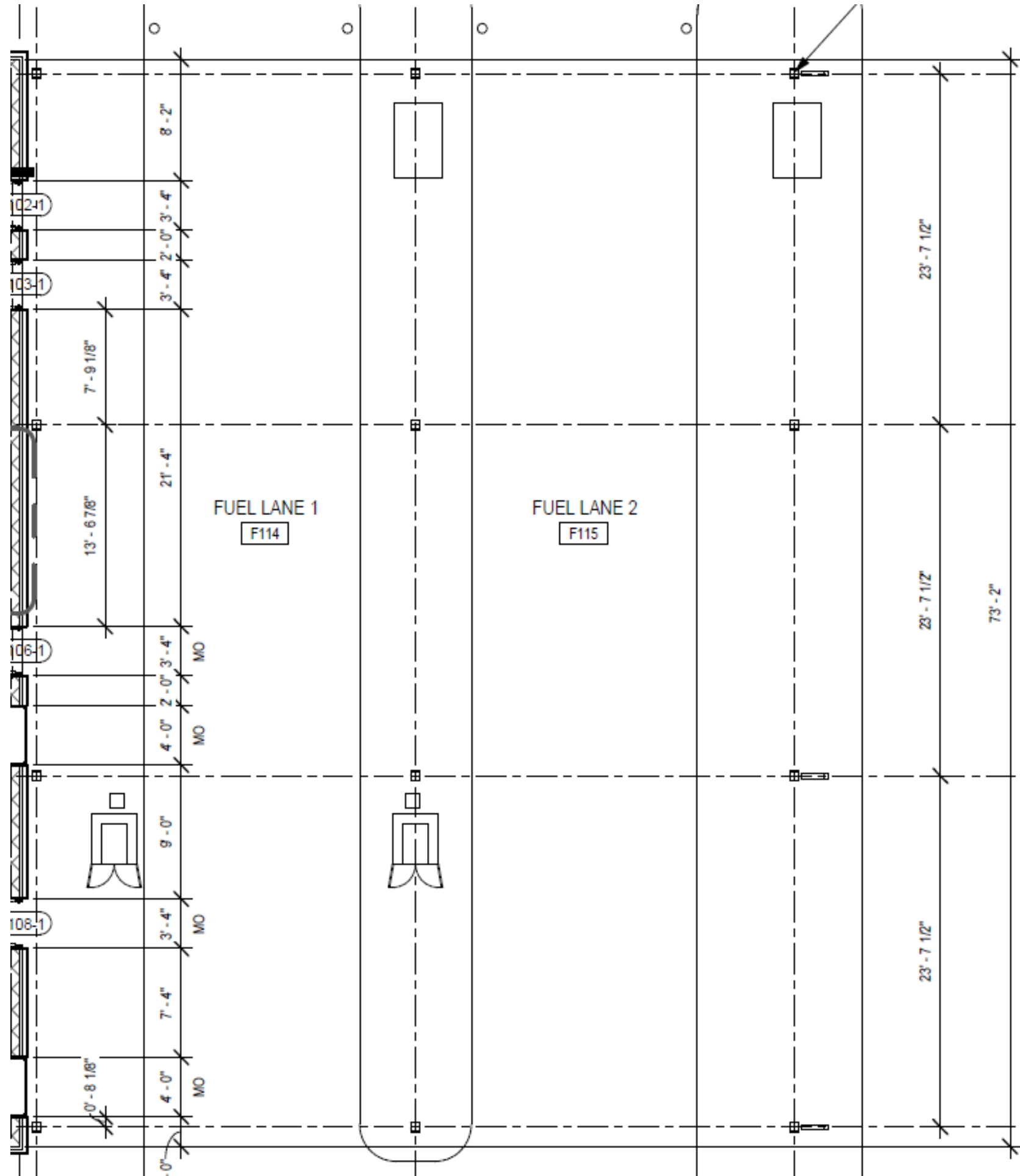
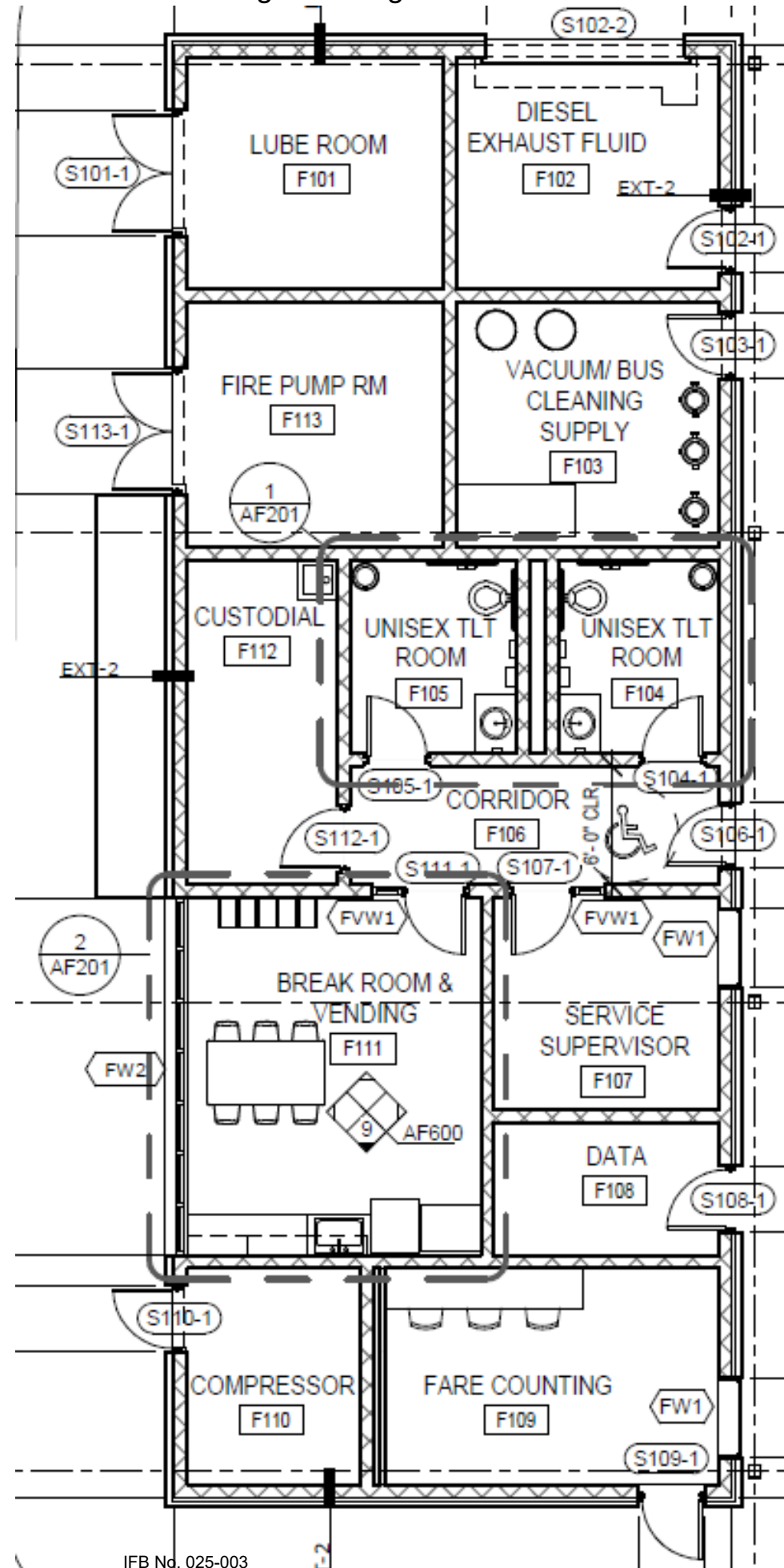


Maintenance Building Bay Area



MAINTENANCE BAY AREA - ALL AREAS ARE CONTRACTOR ASSIGNED AREAS

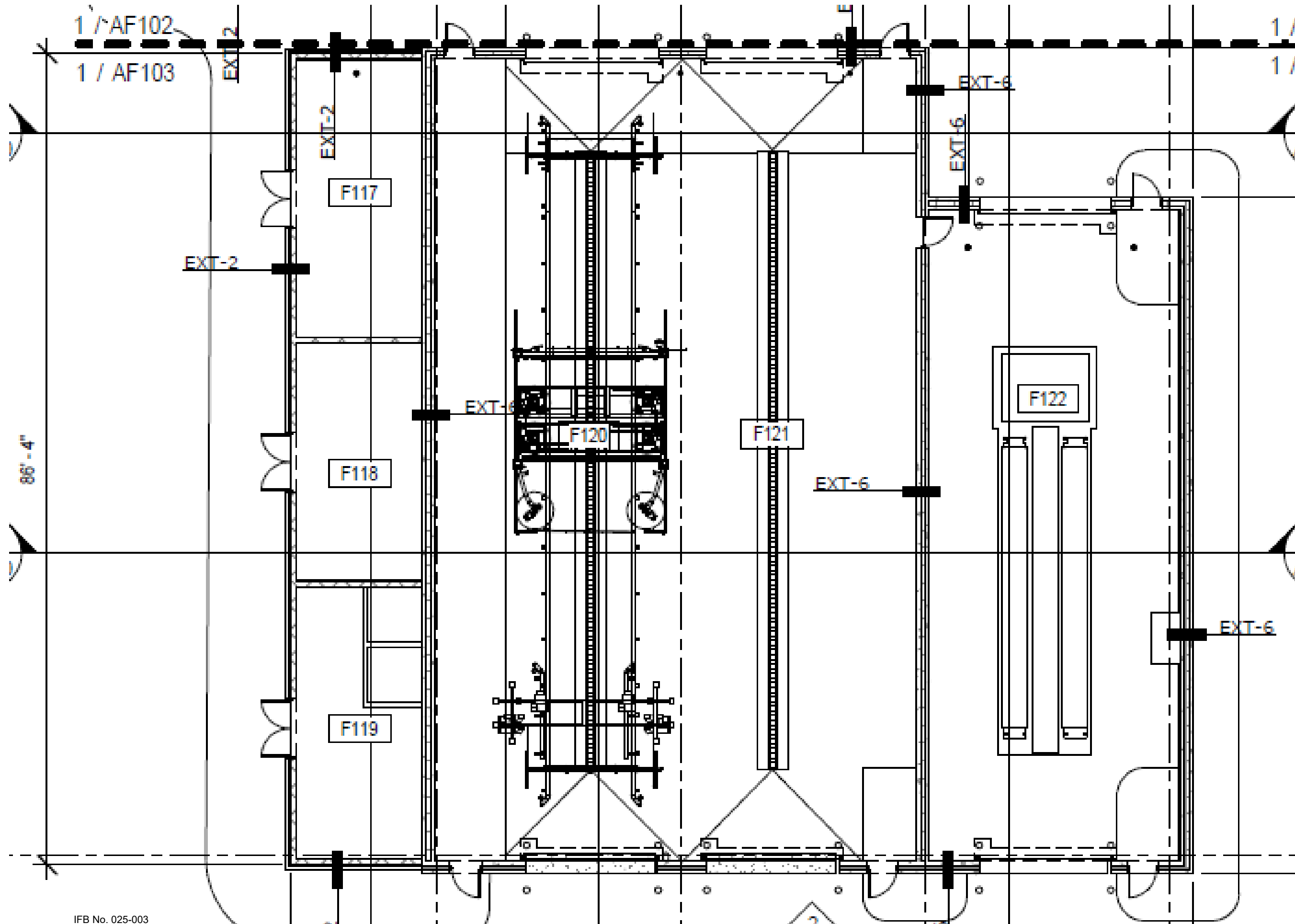
Fuel/Wash Building – Fueling Area



FUELWASH PROGRAM		
Number	Name	Area
F101	LUBE ROOM	150 SF
F102	DIESEL EXHAUST FLUID	155 SF
F103	VACUUM/ BUS CLEANING SUPPLY	164 SF
F104	UNISEX TLT ROOM	78 SF
F105	UNISEX TLT ROOM	81 SF
F106	CORRIDOR	111 SF
F107	SERVICE SUPERVISOR	121 SF
F108	DATA	76 SF
F109	FARE COUNTING	183 SF
F110	COMPRESSOR	95 SF
F111	BREAK ROOM & VENDING	273 SF
F112	CUSTODIAL	124 SF
F113	FIRE PUMP RM	159 SF
F114	FUEL LANE 1	1409 SF
F115	FUEL LANE 2	1391 SF
F117	MECHANICAL	395 SF
F118	ELECTRICAL	339 SF
F119	WASH EQUIPMENT ROOM	388 SF
F120	WASH BAY 1	2245 SF
F121	WASH BAY 2	2136 SF
F122	CHASSIS WASH BAY	1849 SF
		11920 SF

TOTAL BUILDING FOOTPRINT 14,680 SF

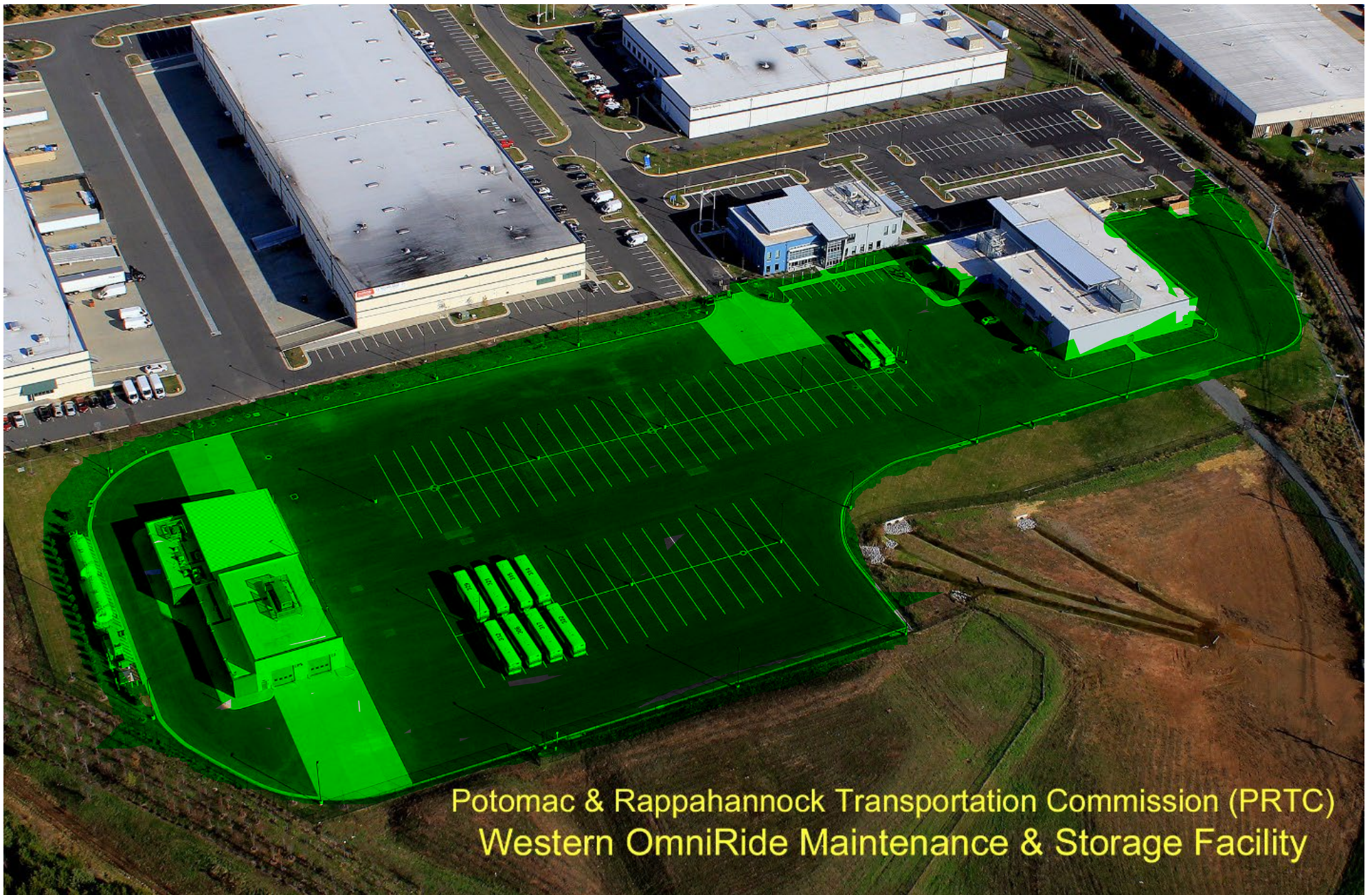
FUEL/WASH BUILDING - ALL AREAS ARE CONTRACTOR ASSIGNED AREAS



FUELWASH PROGRAM		
Number	Name	Area
F101	LUBE ROOM	150 SF
F102	DIESEL EXHAUST FLUID	155 SF
F103	VACUUM/ BUS CLEANING SUPPLY	164 SF
F104	UNISEX TLT ROOM	78 SF
F105	UNISEX TLT ROOM	81 SF
F106	CORRIDOR	111 SF
F107	SERVICE SUPERVISOR	121 SF
F108	DATA	76 SF
F109	FARE COUNTING	183 SF
F110	COMPRESSOR	95 SF
F111	BREAK ROOM & VENDING	273 SF
F112	CUSTODIAL	124 SF
F113	FIRE PUMP RM	159 SF
F114	FUEL LANE 1	1409 SF
F115	FUEL LANE 2	1391 SF
F117	MECHANICAL	395 SF
F118	ELECTRICAL	339 SF
F119	WASH EQUIPMENT ROOM	386 SF
F120	WASH BAY 1	2245 SF
F121	WASH BAY 2	2136 SF
F122	CHASSIS WASH BAY	1849 SF

TOTAL BUILDING FOOTPRINT 14,680 SF

FUEL/WASH BUILDING - ALL AREAS ARE CONTRACTOR ASSIGNED AREAS



CONTRACTOR ASSIGNED AREAS ARE IN GREEN

ATTACHMENT A.2
PRTC 2025 HOLIDAY SCHEDULE

January 1	New Year's Day*
January 20	Martin Luther King, Jr. Day
February 17	Presidents' Day
May 26	Memorial Day*
June 19	Juneteenth
July 4	Independence Day*
September 1	Labor Day*
October 13	Columbus Day
November 11	Veterans Day*
November 27	Thanksgiving*
November 28	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas*

* PRTC Facilities are Closed

ATTACHMENT B PRICING SCHEDULE

PRTC CUSTODIAL AND JANITORIAL SERVICES					
PRICING SCHEDULE					
Pricing shall be based on services outlined in the SOW per location, per month.					
NAME OF BIDDER OR CONTRACTOR:			SOLICITATION NUMBER:		
			IFB No. 025-003		
SCOPE OF WORK					
The Potomac and Rappahannock Transportation Commission (PRTC) seeks a qualified company to provide custodial and janitorial services for its facilities and grounds at both facilities: PRTC Transit Center at 14700 Potomac Mills Road, Woodbridge, Virginia and the PRTC Western Maintenance Facility located at 7840 Doane Drive, Manassas, Virginia 20109.					
BASE YEAR					
Contract Line Item No.	ITEM DESCRIPTION	PRTC Transit Center (A)	PRTC Western Facility (B)	Monthly Total (A + B = C)	Annual Price (C X 12) = Total
001	Night Services				
002	Weekly Services				
003	Monthly Services				
004	Quarterly Services				
005	Bi-Annual Services				
006	Day Porter Services (Transit Center only)				
007	Additional Services (Hourly Rate)				
008	Emergency Services (Hourly Rate)				
Base Year NOT-TO-EXCEED GRAND TOTAL					

Print Name of Authorized Official: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

ATTACHMENT B (continued) PRICING SCHEDULE

PRTC CUSTODIAL AND JANITORIAL SERVICES					
PRICING SCHEDULE					
Pricing shall be based on services outlined in the SOW per location, per month.					
NAME OF BIDDER OR CONTRACTOR:			SOLICITATION NUMBER:		
			IFB No. 025-003		
SCOPE OF WORK					
The Potomac and Rappahannock Transportation Commission (PRTC) seeks a qualified company to provide custodial and janitorial services for its facilities and grounds at both facilities: PRTC Transit Center at 14700 Potomac Mills Road, Woodbridge, Virginia and the PRTC Western Maintenance Facility located at 7840 Doane Drive, Manassas, Virginia 20109.					
OPTION YEAR 1					
Contract Line Item No.	ITEM DESCRIPTION	PRTC Transit Center (A)	PRTC Western Facility (B)	Monthly Total (A + B = C)	Annual Price (C X 12) = Total
001	Night Services				
002	Weekly Services				
003	Monthly Services				
004	Quarterly Services				
005	Bi-Annual Services				
006	Day Porter Services (Transit Center only)				
007	Additional Services (Hourly Rate)				
008	Emergency Services (Hourly Rate)				
Base Year NOT-TO-EXCEED GRAND TOTAL					

Print Name of Authorized Official: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

ATTACHMENT B (continued) PRICING SCHEDULE

PRTC CUSTODIAL AND JANITORIAL SERVICES					
PRICING SCHEDULE					
Pricing shall be based on services outlined in the SOW per location, per month.					
NAME OF BIDDER OR CONTRACTOR:			SOLICITATION NUMBER:		
			IFB No. 025-003		
SCOPE OF WORK					
The Potomac and Rappahannock Transportation Commission (PRTC) seeks a qualified company to provide custodial and janitorial services for its facilities and grounds at both facilities: PRTC Transit Center at 14700 Potomac Mills Road, Woodbridge, Virginia and the PRTC Western Maintenance Facility located at 7840 Doane Drive, Manassas, Virginia 20109.					
OPTION YEAR 2					
Contract Line Item No.	ITEM DESCRIPTION	PRTC Transit Center (A)	PRTC Western Facility (B)	Monthly Total (A + B = C)	Annual Price (C X 12) = Total
001	Night Services				
002	Weekly Services				
003	Monthly Services				
004	Quarterly Services				
005	Bi-Annual Services				
006	Day Porter Services (Transit Center only)				
007	Additional Services (Hourly Rate)				
008	Emergency Services (Hourly Rate)				
Base Year NOT-TO-EXCEED GRAND TOTAL					

Print Name of Authorized Official: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

ATTACHMENT B (continued) PRICING SCHEDULE

PRTC CUSTODIAL AND JANITORIAL SERVICES					
PRICING SCHEDULE					
Pricing shall be based on services outlined in the SOW per location, per month.					
NAME OF BIDDER OR CONTRACTOR:			SOLICITATION NUMBER:		
			IFB No. 025-003		
SCOPE OF WORK					
The Potomac and Rappahannock Transportation Commission (PRTC) seeks a qualified company to provide custodial and janitorial services for its facilities and grounds at both facilities: PRTC Transit Center at 14700 Potomac Mills Road, Woodbridge, Virginia and the PRTC Western Maintenance Facility located at 7840 Doane Drive, Manassas, Virginia 20109.					
OPTION YEAR 3					
Contract Line Item No.	ITEM DESCRIPTION	PRTC Transit Center (A)	PRTC Western Facility (B)	Monthly Total (A + B = C)	Annual Price (C X 12) = Total
001	Night Services				
002	Weekly Services				
003	Monthly Services				
004	Quarterly Services				
005	Bi-Annual Services				
006	Day Porter Services (Transit Center only)				
007	Additional Services (Hourly Rate)				
008	Emergency Services (Hourly Rate)				
Base Year <i>NOT-TO-EXCEED GRAND TOTAL</i>					

Print Name of Authorized Official: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

ATTACHMENT B (continued) PRICING SCHEDULE

PRTC CUSTODIAL AND JANITORIAL SERVICES					
PRICING SCHEDULE					
Pricing shall be based on services outlined in the SOW per location, per month.					
NAME OF BIDDER OR CONTRACTOR:			SOLICITATION NUMBER:		
			IFB No. 025-003		
SCOPE OF WORK					
The Potomac and Rappahannock Transportation Commission (PRTC) seeks a qualified company to provide custodial and janitorial services for its facilities and grounds at both facilities: PRTC Transit Center at 14700 Potomac Mills Road, Woodbridge, Virginia and the PRTC Western Maintenance Facility located at 7840 Doane Drive, Manassas, Virginia 20109.					
OPTION YEAR 4					
Contract Line Item No.	ITEM DESCRIPTION	PRTC Transit Center (A)	PRTC Western Facility (B)	Monthly Total (A + B = C)	Annual Price (C X 12) = Total
001	Night Services				
002	Weekly Services				
003	Monthly Services				
004	Quarterly Services				
005	Bi-Annual Services				
006	Day Porter Services (Transit Center only)				
007	Additional Services (Hourly Rate)				
008	Emergency Services (Hourly Rate)				
Base Year NOT-TO-EXCEED GRAND TOTAL					

Print Name of Authorized Official: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

**ATTACHMENT C
REFERENCE FORM**

Describe previous work experience for at least five (5) engagements that are similar in-service type, size, scope, and/or complexity in the past five (5) 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 D IFB SUBMISSION FORM

Bids Due: **January 7, 2025**

IFB Number: **#025-003**

Name of IFB: **PRTC Custodial and Janitorial Services**

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____	Contact Person _____
Address _____	Title _____
_____	Telephone No. _____
Remittance Address _____	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 Receipts: Indicate by checking X the appropriate block that applies to your firm:

Less than \$7,500,000 **More than \$7,500,000**

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 III - CONFLICTS OF INTEREST

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

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

ATTACHMENT D (continued)
IFB SUBMISSION FORM

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 results 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.

Signature _____ Date _____

Name (Printed) _____ Title _____

BIDDER MUST RETURN THIS COMPLETED FORM WITH BID SUBMISSION

ATTACHMENT E INSURANCE REQUIRED CHECKLIST

X = Required Coverage, Indicate compliance in blank with Yes/No

				COVERAGE REQUIRED		LIMITS (FIGURES DENOTE MINIMUM)
Yes	No*	Required				
___	___	X	1.	Workers' Compensation and Employers' Liability; Admitted in Virginia	1.	Statutory Limits of the Commonwealth of Virginia: Yes
___	___	X		Employer's Liability		\$500,000
___	___			All Sates Endorsement		
___	___			USL&H Endorsement		
___	___			Voluntary Compensation		
___	___	X	2.	General Liability	2.	\$1,000,000 Combined
___	___			Products		Single Limit Bodily
___	___	X		Complete Operations		Injury and Property
___	___	X		Contractual Liability		Damage Each Occurrence
___	___	X		Personal Injury		
___	___	X		Independent Contractors		
___	___			XCU Prop. Damage Excl.		
___	___	X	3.	Automobile Liability	3.	\$1,000,000 Combined
___	___	X		Owned, Hired & Rented		Single Limit Bodily
___	___			Motor Carrier Act End.		Injury and Property
						Damage Each Occurrence
___	___		4.	Professional Errors and Omissions	4.	\$1,000,000 Per Claim & Aggregate Limit
___	___		5.	Garage Liability	5	
___	___		6.	Garage keepers' Legal Liability	6	
___	___		7.	Fire Legal Liability		
___	___		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)	9	
___	___	X	10.	30-day cancellation notice required	10	
___	___	X	11.	Best's Guide Rating - A:VI or Better, or Equivalent	11	
___	___	X	12.	The Certificate must state IFB #024-002 and IFB Title	12	
___	___	X	13.	Umbrella Liability	13	\$2,000,000 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.

BIDDER

INSURANCE AGENCY

=====

SIGNATURE

SIGNATURE

BIDDER MUST RETURN THIS COMPLETED FORM WITH BID SUBMISSION

**ATTACHMENT F
SAMPLE CONTRACT**

**Potomac and Rappahannock
Transportation Commission
Services Contract**



CONTRACT: #025-003

SUBJECT: PRTC Custodial and Janitorial Services

Between:

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

and the Contractor:

This Contract is entered into this ____ day of _____, 2025, by and between the Potomac and Rappahannock Transportation Commission aka OMNIRIDE, 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, Va. Code §§ 2.2-4300, *et seq.*, 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” - Matters relating to prices, terms and conditions, period of performance, qualities to be supplied, delivery schedule and financial adjustments shall be handled through the Contractor Administrator. The Contract Administrator for this Contract for PRTC is LaWana Glymph, Contract Specialist.

“Project Manager” (PM) assists in monitoring the work under the contract. The PM is responsible for the day-to-day clarifications and guidance of Contractor’s personnel as may be required under the Contract. The PM for this Contract is Miranda Hellem, Facility Project Manager.

“Contracting Officer” for this Contract is the PRTC Executive Director Dr. Bob Schneider (“PRTC Executive Director”/“Executive Director”).

“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 of this Contract shall be until the successful completion of all work as outlined in the Scope of Work. The term of this Contract will begin upon execution of the Contract.

I.3 Incorporation of Documents

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

1. PRTC’s Solicitation Number IFB #025-003, entitled “PRTC Custodial and Janitorial Services,” and dated November 12, 2024.

2. Contractor’s Bid Response dated, _____.

I.3b Precedence of Terms

In the event of an inconsistency between the above-referenced documents, the inconsistency shall be resolved by the following order of precedence:

- a. The Virginia Public Procurement Act, Va. Code §§ 2.2-4300 et seq.
- b. PRTC Public Procurement Policy and Procedures Manual
- c. This executed Contract #025-003,
- d. Invitation for Bids, IFB No. 025-003, entitled, "PRTC Custodial and Janitorial Services," dated November 12, 2024.
- e. Contractor's Response dated, _____.

I.4 Provision of Services

The Contractor is to provide custodial and janitorial services for its facilities and grounds, PRTC Transit Center at 14700 Potomac Mills Road, Woodbridge, Virginia 22192 and the Western Maintenance Facility, 7840 Doane Drive, Manassas, Virginia 20109.

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 services outlined in Section III of the Scope of Work and at the rates outlined on the Pricing Schedule, which are attached to this contract.

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 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 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.

I.9 Insurance

The Contractor shall maintain insurance shall otherwise comply with the Insurance Requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated on the "Insurance Checklist."

1. The Contractor 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 Contractor 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 Contract work.
2. The Contractor shall, during the continuance of all work under the Contract provide and agree to maintain Insurance Requirements as provided on the Insurance Checklist (**Attachment E**) and in Section III.15 of IFB No. 025-002, PRTC Custodial and Janitorial Services.

1.10 Hold Harmless, Indemnify, and Defend PRTC

The Contractor agrees to indemnify, defend at its own expense, and hold harmless PRTC, its officers, agents, employees, and volunteers, from any and all claims for property damage, bodily injuries, and personal injuries, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts or omissions 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 prior 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 PRTC Executive Director 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 30 days of receipt of a change order, unless such time period is extended in writing, or unless the 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

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, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, 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

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 subcontract 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 Va. Code § 2.2-4363, this provision shall be followed for consideration and handling of all disputes and claims by the Contractor under this Contract. Va. Code § 2.2-4365 is not applicable to this Contract. Under no circumstances is this section an administrative appeals procedure governed by Va. Code § 2.2-4365.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) business days after the occurrence or the event giving rise to the claim or

within ten (10) business 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 30 calendar 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 PRTC Executive Director within 30 calendar days of the decision of the Contract Administrator. The Executive Director shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of its decision to the Contractor within 30 days of the receipt of the claim from the Contractor. The decision of the Executive Director 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 Va. Code § 2.2-4363, full compliance with the 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 affected by delivery of a Notice of Termination signed by the 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 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 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 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 number 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) calendar 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) business 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.

c. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) business days after subcontractor's work is satisfactorily completed. Work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required.

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) business 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, Va. Code §§ 2.2-4367 through 2.2-4377, and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law and Forum

This Contract and any disputes hereunder shall be governed by the Constitution and laws of the Commonwealth of Virginia. Any legal action arising out of or related to this Contract shall be filed in a state court located in Prince William County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, to the exclusion of the courts of any 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 within in five (5) business days 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 or pandemic 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.

II.15 Immigration and Control Act of 1986

Pursuant to Va. Code § 2.2-43311.1, the Contractor certifies that it does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.



POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION

CONTRACTOR:

Executive Director/ Contracting Officer

Contractor Representative

Date

Title

Date

APPROVED AS TO FORM PRTC/OMNIRIDE ATTORNEY

Attorney's Signature

Date