

The Institute for Advanced Learning and Research
150 Slayton Avenue
Danville Va. 24540

REQUEST FOR PROPOSAL
FOR
LAWN CARE AND LANDSCAPING SERVICES

RFP NO. 2019-12-03

TABLE OF CONTENTS

RFP COVER SHEET	3
I. PURPOSE	5
II. BACKGROUND	5
III. STATEMENT OF NEEDS	5
IV. SERVICE PERFORMANCE REQUIREMENTS	5
V. OTHER CONTRACT PROVISIONS AND REQUIREMENTS	9
VI. PROPOSAL PREPARATION AND GENERAL INSTRUCTIONS	11
VII. SPECIFIC PROPOSAL REQUIREMENTS	12
VIII. SELECTION PROCESS; EVALUATION CRITERIA	14
IX. GENERAL TERMS AND CONDITIONS	16
X. SPECIAL TERMS AND CONDITIONS	18

INSTITUTE FOR ADVANCED LEARNING AND RESEARCH

REQUEST FOR PROPOSALS (“RFP”) FOR
LAWN CARE AND LANDSCAPING SERVICES
RFP NO. 2019-12-03

ISSUE DATE: December 3, 2019
TITLE: Lawn Care and Landscaping Services
ISSUER: Institute for Advanced Learning and Research (“IALR”)
150 Slayton Avenue
Danville, VA 24540

SEALED PROPOSALS for furnishing the goods/services described herein WILL BE RECEIVED UNTIL January 7, 2020, at 12:00 p.m. Hand delivered proposals may be delivered to IALR at the Atrium Reception Desk, 150 Slayton Avenue, Danville, VA 24540 until that time.

A mandatory pre-bid conference will be held at IALR at 10:00 a.m. on December 17, 2019, at 150 Slayton Ave., Danville, VA. Attendees shall sign-in at the atrium reception desk.

It is the responsibility of interested offerors to obtain a complete copy of this RFP, including all amendments. Interested offerors are responsible for regularly checking eVA for amendments to this RFP or contacting IALR directly to inquire about amendments to this RFP. IALR will not be responsible if the RFP and/or amendments are not received by potential offerors.

All inquiries regarding RFP submission requirements, amendments to this RFP, the selection process, or the terms and conditions should be directed to:

Pam Patterson, Executive Administrative Assistant, 434-766-6605, email:
pam.patterson@ialr.org

All inquiries regarding RFP statement of needs and service performance requirements should be directed to:

Leslie Dobbins, Director of the Institute Conference Center, 434-766-6722, email:
Leslie.Dobbins@ialr.org

All inquiries and responses must be in writing.

PROPOSALS MUST BE MAILED TO OR HAND DELIVERED TO:

Institute for Advanced Learning and Research
ATTN: Procurement Office
Atrium Reception Desk/Procurement
150 Slayton Avenue
Danville, VA 24540

For hand delivery, do not leave proposals at unattended receptionist’s desk.

IALR is not responsible for mailed proposals that do not arrive by the deadline. Late submissions will not be considered.

The terms and conditions of this RFP, including any amendments to this RFP issued by IALR, shall be and hereby are incorporated by reference into this RFP cover sheet. By signing this RFP Cover Sheet, the undersigned offers and agrees to furnish the goods and services stated herein in accordance with the terms and conditions of this RFP, including any amendments to this RFP issued by IALR.

NAME AND ADDRESS OF OFFEROR:

_____ DATE: _____

_____ BY: _____

(SIGNATURE)

_____ NAME: _____

(PLEASE PRINT)

_____ TITLE: _____

EMAIL: _____ PHONE: _____

Offeror's Fed ID No: _____

Offeror's SCC Identification Number: _____

LATE PROPOSALS WILL BE REJECTED

REMAINDER OF THIS PAGE BLANK

I. PURPOSE

The purpose of this Request for Proposals (“RFP”) is to solicit sealed proposals to establish a contract, through competitive negotiation, for lawn care and landscaping services.

II. BACKGROUND

A. IALR was created by the Commonwealth of Virginia in 2002 as an independent political subdivision of the Commonwealth of Virginia for the purpose of seeking to diversify the Southside Virginia region’s economy. IALR is envisioned to develop and attract technology and talent critical to the region’s economic transformation through strategic research, advanced learning programs, conference activities, community outreach programs, and technology infrastructure development.

B. IALR operates from a campus located in the CyberPark in Danville, Virginia. IALR’S campus currently consists of four buildings:

- i. Main Building – 150 Slayton Avenue;
- ii. SEnTeC Building – 228 Slayton Avenue;
- iii. Charles H. Hawkins Research Building, 230 Slayton Avenue; and
- iv. Hawkins Expansion Building, 232 Slayton Avenue (collectively, these buildings and their surrounding grounds are referred to in this RFP as the “Campus”).

III. STATEMENT OF NEEDS

A. IALR is soliciting responses from qualified individuals or companies to provide lawn care and landscaping services for its entire Campus, including but not necessarily limited to the grounds surrounding the buildings listed in the foregoing section. IALR may expand the Campus, and IALR reserves the right to expand the scope of any contract resulting from this RFP to include new buildings and grounds that may be added to its Campus.

B. The selected contractor will be responsible for maintaining a pleasing and attractive appearance of the property as determined by IALR. The selected contractor will furnish all labor, supervision, equipment, supplies and materials needed to provide the services required under this RFP.

IV. SERVICE PERFORMANCE REQUIREMENTS

- A. Contractor shall mow the lawn on the Campus, on such a schedule and with such frequency as directed by IALR, as follows:
1. Prior to each mowing, remove all litter and debris from lawn areas.
 2. Lawns shall be mowed at the appropriate height of no more than 3 inches for a uniform appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut

and minimize the occurrence of unnecessary scalping due to uneven terrain. Alternate mowing direction every mowing, where feasible.

3. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings will be swept or blown from hardscapes after each mowing.
4. Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base to include care is be taken at all times when operating around fixtures to prevent damage.
5. Contractor is responsible for any damage incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to IALR.

B. Contractor shall edge the Campus, on such a schedule and with such frequency as directed by IALR, as follows:

1. Edging and trimming along curbs, walks, bed edges and tree-wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged every other week during the growing season. Mow strips shall be treated with a non-selective herbicide as needed.
2. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
3. Edging that cannot be addressed during regular visits due to vehicle obstructions, is to be discussed with the owner to achieve a solution.
4. Contractor is responsible for any damage incurred as a result of trimmer or edger damage to trees and shrubs and must repair or replace any such damage at no cost to IALR.

C. Contractor shall prune all trees and shrubs on the Campus, on such a schedule and with such frequency as directed by IALR, as follows:

1. All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the contractor but should be reported to the Owner before any action is taken.
2. All tree limbs that may interfere with pedestrian and/or vehicular traffic will be trimmed to a height of 7 feet from the ground. All debris from this operation will be properly disposed of by the contractor.
3. Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.
4. All formal hedges shall be sheared to maintain desired shape and height.
5. Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.
6. Dead or damaged portions of plants shall be removed and replaced whenever possible. IALR will pay replacement costs for the items at the

landscapers cost for any plant that needs to be replaced that are not due to fault of the landscaping contractor.

7. All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.
8. Contractor shall monitor trees and shrubs for sign of disease and insect infestations. If plants are affected, appropriate recommendations for treatment shall be submitted to the Owner. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
9. Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. Owner shall be informed before any drastic cutbacks are performed.
10. All mulched shrub beds are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
11. All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the Owner.
12. All large trees should also be inspected on a routine basis and recommendations submitted to the owner of the overall health of the trees. Contractor must be capable of removing large trees when necessary at an additional cost to owner.

D. Contractor shall perform weed control on the Campus, on such a schedule and with such frequency as directed by IALR, as follows:

1. All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.
2. Proper mulching and pruning techniques are important to discourage weeds. Keep all mulch areas free from weeds and debris throughout the year.

E. Contractor shall apply pesticides to the Campus, on such a schedule and with such frequency as directed by IALR, as follows:

1. All plant material shall be free of insects and disease. At all times public and environmental safety is to be considered when applying pesticides. IALR will be charged the contractor's price for any chemicals to be used in treating for insects and disease.

F. Contractor shall inspect and replace plants on the Campus, on such a schedule and with such frequency as directed by IALR, as follows:

1. Contractor shall visually inspect all landscape areas quarterly to identify potential pest problems. This should include turf, trees, shrubs, flowers, mulch, etc. Pest problems include insect, disease, and weed infestations. The presence of a pest does not necessarily mean there is a problem. If plants are affected appropriate recommendations for treatment shall be

- submitted to IALR. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem. Contractor shall keep written records of pests identified and areas where problems may be developing and the treatments used.
2. Contractor shall monitor trees and shrubs for signs of disease and insect infestations.
 3. Should any plant material need to be replaced due to any type of damage, a proposal for replacement shall be submitted and approved by the Owner prior to replacement installation.
- G. Contractor shall install mulch on the Campus, on such a schedule and with such frequency as directed by IALR, as follows:
1. In the early spring, Contractor shall replenish mulch to maintain a depth of no less than two inches in all planting areas and tree wells.
 2. After leaf removal in the fall, a light mulching is to be done in all landscaping to maintain the 2-inch depth in all planting areas.
 3. Mulch shall be brown shredded hardwood.
 4. All mulch area must be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
- H. Contractor shall fertilize the Campus, on such a schedule and with such frequency as directed by IALR, as follows:
1. Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area.
 2. All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.
- I. Contractor shall tend to the soil on the Campus, on such a schedule and with such frequency as directed by IALR, as follows:
1. Soil surfaces shall be raked smooth and cultivated regularly.
- J. Contractor shall aerate and over seed the lawn on the Campus, on such a schedule and with such frequency as directed by IALR, as follows:
1. Soil shall be periodically aerated to counteract the effects of soil compaction.
 2. All lawn areas will be over seeded immediately upon the completion of the aeration of the turf. A tall thin blade of fescue grass seed is recommended at a rate of 2 lbs. per thousand square feet.
- K. Contractor shall remove debris from the Campus, on such a schedule and with such frequency as directed by IALR, as follows:

1. During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.
 2. Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.
 3. Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.
- L. Contractor shall perform such other tasks and duties as may be assigned to it by IALR from time to time, on such a schedule and with such frequency as directed by IALR, as follows:
1. Campus will be inspected on a bi-weekly basis during the off season. All trash and debris (including bottles, cans, and paper trash) will be removed from the Campus.
 2. Spring clean-up must be performed to remove leaves and debris from all mulch beds and grounds to prep the area for mulch.
 3. Fall clean-up must be performed to remove all the leaves from all beds. This will be performed as needed throughout the fall to maintain a clean landscaped Campus.
 4. Leaves should be collected throughout the year.

V. OTHER CONTRACT PROVISIONS AND REQUIREMENTS

- A. Unless otherwise provided in writing, IALR's Contract Administrator for this contract shall be its Director of Operations or such person as the Director of Operations may designate.
- B. The Contract Administrator, or designee, shall serve as IALR's point of contact for all of the services required under this RFP. The Contract Administrator, or designee, will be authorized to administer all work performed under the contract and shall serve as the interpreter of the terms and conditions of the contract. The Contract Administrator, or designee, shall have authority to approve changes in the scope of work or changes which call for an extension of time and shall work directly with the contractor in providing general direction under the contract.
- C. The Contract Administrator, or designee, shall be authorized to agree to changes in the contract terms or prices and any such changes shall be issued as a written amendment to the contract.
- D. The selected contractor shall designate a representative under the contract who shall have authority to take direction from, and comply with the directives of, IALR's Contract Administrator.
- E. The Contract Administrator, or designee, shall make periodic inspections of the Campus for the purpose of evaluating the contractor's performance under the contract. The contractor's designated representative shall make himself or herself available on reasonable notice to participate in such inspections. The Contract Administrator will

report to the contractor any deficiencies in, or concerns regarding, the contractor's performance. The contractor shall address the Contract Administrator's stated deficiencies or concerns within seventy-two (72) hours.

F. In addition, the Contract Administrator, or designee, will meet periodically with the contractor or the contractor's designated representative to discuss quality of performance and the contractor's attainment of the standards of service. These meetings shall be scheduled at mutually agreeable times.

G. Unless otherwise directed, the contractor may provide these services any day of the week; provided, however, the contractor shall take all reasonable steps to avoid disrupting operations on the Campus whenever the Campus is open.

H. The contractor shall use environmentally-friendly techniques and supplies in the performance of its duties under this RFP. If the contractor determines that compliance with this mandate will compromise its ability to satisfactorily perform its duties, then contractor shall notify the Contract Administrator, who may authorize the use of other lawful techniques or supplies.

I. The contractor shall provide an adequate staff of experienced and skilled personnel, capable of and devoted to the successful accomplishment of the work to be performed under this RFP on the schedule and frequency and at the standards specified herein. All of contractor's employees assigned to IALR shall be at least 18 years of age. The contractor shall provide training and orientation to insure the proper execution of the terms of the contract by its employees.

J. The contractor shall be responsible for the errors, acts, and omissions of its employees.

1. It shall be the Contractor's responsibility to see that its employees use the equipment, materials and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and in compliance with all local, state and federal regulations. The contractor's employees shall not place supplies or equipment in areas in such a manner as to create safety hazards.

2. The contractor will be responsible for any loss or damage to property or equipment owned by IALR or any third party that is located on the Campus if such loss or damage was caused by the contractor's employee while such employee is on the Campus in his capacity as an employee of the contractor.

K. The contractor's employees must wear uniforms identified with the contractor's name or logo. The contractor's vehicles also must be clearly identified with the contractor's name or logo.

L. IALR reserves the right to request the removal of any of the contractor's employees from the Campus at any time for reasonable cause.

M. When requested by the Contract Administrator, or designee, by written or verbal order, to perform services required for a special occasion, or made necessary by an emergency or mishap, the contractor shall furnish all labor and supervision, as required, to fulfill the order.

N. The initial term of this contract shall be three (3) years, commencing on March 1, 2020 and terminating on February 28, 2023, unless extended as provided for herein or terminated early as provided for herein.

VI. PROPOSAL PREPARATION AND GENERAL INSTRUCTIONS

A. RFP Response. In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and four (4) copies of the proposal must be submitted to IALR. The proposal shall be submitted by mail or hand delivery as instructed on the RFP Cover Sheet. A signed original of the RFP Cover Sheet must be included with each copy of the proposal. Proposals must be submitted on or before 12:00 pm on January 7, 2020. Late submissions will not be accepted. No other distribution of the proposal shall be made by the offeror.

B. Proposal Preparation.

1. Responsiveness. An authorized representative of the offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in IALR requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by IALR. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Content. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Organization. Proposals should be organized in the order in which the requirements are presented in the RFP. Proposals should be formatted in a manner that follows the required elements of the RFP. All pages of the proposal should be numbered.

4. Binding. Each copy of the proposal shall be bound or contained in a single volume. All documentation submitted with the proposal should be bound in that single volume.

5. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for IALR pursuant to the RFP shall

belong exclusively to IALR and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342.F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and shall result in rejection of the proposal.

C. Pre-Bid Conference. IALR will conduct a mandatory pre-bid conference and site inspection for all potential offerors on December 17, 2019, at 10 a.m. This is a required site inspection for the RFP. IALR will use the pre-bid conference to discuss all aspects of the RFP, the proposal process, and the services to be provided by the selected contractor. Attendees will be required to sign-in at the front desk at 150 Slayton Ave.

D. Any interpretations, corrections, revisions to this solicitation will be made only by written addendum or amendment issued by IALR. Interpretations, corrections or revisions of this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or revisions. Offerors are solely responsible for ensuring that they have any and all addenda or amendments issued prior to submitting their proposals. IALR disclaims any responsibility for an offeror's failure to receive any addenda or amendments.

E. Your signature on your proposal certifies that you have either inspected the job site or voluntarily declined the inspection, are aware of the conditions under which the work must be accomplished, that you are aware of and understand the requirements for the goods and services to be provided, and that you fully understand this solicitation. It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Failure to understand the requirements of this solicitation will not relieve the contractor of any responsibilities under any contract. Claims, as a result of failure to inspect the job site or failure to obtain clarification of requirements, will not be considered by the IALR.

VII. SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that IALR may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- A. A written narrative statement to include:
1. A description and history of the offeror offering to provide the services. The description should include the offeror's experience providing similar services to other clients.
 2. A description of how the offeror plans to maintain flexibility in scheduling required services.
 3. A description of the experience and qualifications of the offeror as well as the employees who will be providing services for IALR.
 4. A description of equipment that the contractor believes will need to be used for performance of services required under the contract.
 5. Identification of the individuals with the offeror who will be primarily responsible for servicing this contract, including the individual who will serve as the designated representative.
 6. Any techniques or strategies that the offeror will employ to ensure that timely and satisfactory services are provided.
 7. A statement concerning the offeror's flexibility to meet the changing needs of IALR over the term of the contract.
 8. Three recent references, either higher education institutions, business entities, or governmental organizations, for which the offeror has provided the type of services described herein, including the date(s) the services were furnished, the client names and addresses, and a contact name and phone number for the individuals at each client who IALR has permission to contact.
 9. The same information as requested of the offeror must be provided for all subcontractors proposed to be used by the offeror. IALR reserves the right to contact any client listed for the subcontractors.
 10. Detailed examples of how offeror has provided similar services to other organizations, such as governmental organizations and higher education organizations.
- C. Proposals also must include the following:
1. The number of employees offeror has available to provide the services, including a statement as to whether and how many additional staff will have to be hired for offeror to meet the requirements of this contract and other obligations.

2. Description of the number of employees the offeror intends to dedicate to providing the service and the level of training supplied to each worker.
3. Resumes of key personnel, including the individual designated above as the point of contact at offeror.
4. A fee schedule for any fee-based services proposed under the agreement, including an itemized budget as appropriate.
5. The contractor's ability to timely commence providing services under the contract.

D. Offeror's Cost Proposal. Offerors should provide all information deemed necessary to explain or clarify the offeror's cost proposal, including any proposed management fee. IALR prefers an annual fee for the services. Offerors may suggest other fee structures, however. The cost proposal must allow for flexibility as the need for certain services may fluctuate over time and to account for possible changes in the size of IALR's Campus during the term of the contract. IALR prefers that the fee for services, whether calculated on an annual or other basis, be broken down by each of the four buildings that comprises the Campus and the grounds surrounding each building. IALR prefers monthly invoicing for services.

E. Any other information that the offeror feels IALR should consider in evaluating the proposal.

F. **IDENTIFICATION OF PROPOSAL ENVELOPE**: The signed proposal should be sent or delivered to the IALR in an envelope or package that is sealed and clearly marked on the lower left-hand corner of the envelope or package with:

From: _____ Due Date: January 7, 2020

(name of offeror) Due Time: 12:00 p.m.

Address: _____

The envelope should be addressed as directed on the RFP Cover Sheet. If a proposal is not marked as required, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location at IALR (Atrium Reception Desk). No other correspondence or other proposals should be placed in the envelope.

VIII. SELECTION PROCESS; EVALUATION CRITERIA

A. SELECTION. This RFP relates to the procurement of “other than professional services” under the Virginia Code. Pursuant to Section 2.2-4302.2 of the Code of Virginia, selection of the Contractor shall generally be as follows:

1. IALR shall engage in negotiations with two or more offerors deemed to be fully qualified and best suited among those submitting proposals (if there are that many) on the basis of the factors involved in the RFP, including price and the award criteria and scoring system referenced below, and the offerors’ proposals.
2. Negotiations shall be conducted with each of the offerors selected (if there are more than one). Price shall be considered, but will not be the sole determining factor.
3. After negotiations have been conducted with each offeror selected, IALR will award the contract to the offeror that has made the best proposal and provides the best value. Awards may be made to more than one offeror.
4. Should IALR determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.
5. IALR reserves the right to cancel this RFP, reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the offeror whose proposal is deemed to be in the best interests of IALR.

B. EVALUATION. IALR will use the following criteria to evaluate proposals.

AWARD CRITERIA:	POINTS
General Qualifications: Including the offeror’s history, expertise, experience, financial viability, references, capability of providing service at levels required by IALR	30
Proposed Services/Products: Including the offeror’s strategies, methodologies, services offered in response to this RFP, ability to respond to IALR’s changing needs, ability to provide qualified personnel, equipment and expertise needed to service a large facility	20
Cost Proposal: Offeror should provide all information it deems necessary to explain or clarify its cost proposal.	50
TOTAL:	100

C. AWARD OF CONTRACT. IALR will award the contract to the offeror that has made the best proposal and provides the best value. Awards may be made to more than one offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP.

D. AWARD POSTING. Upon the award or the announcement of the decision to award contract(s) as a result of this RFP, IALR will post notice of the award or decision to award on its website. Posting on IALR's website is the only notice that will be provided of the award or decision to award contracts(s) pursuant to this RFP.

IX. GENERAL TERMS AND CONDITIONS

A. ANTI-DISCRIMINATION: By submitting their proposal, Offeror represents and warrants to IALR that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*, and all other applicable federal, state and local anti-discrimination laws, codes, rules, and regulations. Without limiting the foregoing, during the performance of this contract, Offeror agrees as follows:

1. Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Offeror. Offeror agrees to post in conspicuous places, available to employees, notices setting forth the provisions of this nondiscrimination clause.
2. Offeror, in all solicitations or advertisements for employees placed by or on behalf of Offeror, will state that such Offeror is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
4. Offeror will include the provisions of the above 1, 2 and 3 in every subcontractor or purchase order over \$10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

B. DRUG-FREE WORKPLACE: During the performance of the contract, Offeror agrees to (i) comply with the drug-free workplace provisions of Virginia Code 2.2-4312; (ii) provide a drug-free workplace for the Offeror's employees; (iii) post in conspicuous places, available to employees, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iv) state in all advertisements or solicitations for employees that the Offeror maintains a drug-free workplace; and (v) include the provisions of the foregoing clauses in every subcontract or purchase order of

over \$10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

C. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting its proposal, Offeror represents and warrants that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in a court of appropriate jurisdiction in the City of Danville, Virginia. Offeror shall comply with all applicable federal, state and local laws, codes, rules and regulations.

E. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offeror represents and warrants that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, or subcontractor in connection with their proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Furthermore, the provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code, pertaining to bidders, offerors, contracts, and subcontractors, are applicable to this RFP and any resulting contract, as are the provisions, requirements, and prohibitions contained in Sections 2.2-3100 through 2.2-3131 of the Virginia Code.

F. QUALIFICATIONS OF OFFERORS: IALR may make such reasonable investigations as deemed proper and necessary to determine the ability of Offeror to provide the services/furnish the goods as required under this RFP, and Offeror shall furnish to IALR all such information and data for this purpose as may be requested. IALR reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. IALR further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy IALR that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

G. DEBARMENT STATUS: By submitting its proposal, Offeror represents and warrants that it is not currently debarred by the Commonwealth of Virginia, or any locality or political subdivision thereof, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.

H. NONDISCRIMINATION TOWARDS OFFERORS: A bidder, offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless IALR has made a written determination that employing ex-offenders on the specific contract is not in its best interest. **IALR DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**

I. LICENSE REQUIREMENT; LEGAL COMPLIANCE: Offeror shall procure at its own expense all necessary licenses or permits to provide the services required under

this RFP and shall conform to all laws, codes, regulations and ordinances applicable to the performance of the contract, and will pay all applicable federal and state taxes and comply with any law or ordinance.

J. **INSURANCE:** By signing and submitting a proposal under this solicitation, Offeror represents and warrants that if it is awarded the contract, it will have, at a minimum, the insurance coverages stated herein at the time the work commences and shall maintain those insurance coverages during the entire term of the Contract. Additionally, Offeror certifies that all such insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Offeror will, upon request, furnish certificates of insurance for the coverages required showing the type, amount, effective dates, and expiration date of the policies, which certificates shall name IALR and its officers, agents and employees as additional insureds.

1. Workers' Compensation including Occupational Disease and Employers' Liability – No less than statutory minimum.

2. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent Contractor's liability or owner's and Contractor's protective liability. IALR shall be named as an additional insured under the policy and the policy may not be cancelled or otherwise terminated without first providing thirty (30) days written notice to IALR.

3. Automobile Liability - \$1,000,000 combined limit for bodily injury and property damage per accident

K. **WORKSITE DAMAGES:** Any damage to the Campus, including any buildings, equipment or any other property thereon, resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.

L. **SCC REGISTRATION:** Pursuant to Virginia Code § 2.2-4311.2, the Bidder must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.

M. **MINORITY CONTRACTING:** It is the policy of IALR to maximize participation by minority and women owned businesses, small businesses, and service disabled veteran businesses in contracting opportunities.

X. SPECIAL TERMS AND CONDITIONS

A. **ADVERTISING:** In the event a contract is awarded for goods or services resulting from this proposal, no indication of such sales or services to IALR will be used in product literature or advertising by Offeror without the prior written consent of IALR. Offeror shall not state in any of its advertising or product literature that IALR has purchased or used its products or services without the prior written consent of IALR.

B. **AUDIT:** Offeror shall retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by or on behalf of IALR or the Commonwealth of Virginia, whichever is sooner. IALR, state auditors, or independent auditors hired by either of them shall have full access to and the right to examine any of said materials during said period.

C. **PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety days, the offer may be withdrawn at the written request of Offeror. If the offer is not promptly withdrawn (within 5 business days) at that time, it remains in effect until an award is made or the solicitation is canceled.

D. **PRICE ADJUSTMENTS:** There shall not be any increase in the contract price under any circumstances unless such price increase is approved in writing by the authorized IALR representative in advance of any work for which extra compensation is requested.

E. **UNREASONABLE/EXCESSIVE CHARGES:** Charges which appear to be unreasonable or which are in excess of either (i) the contract amount or (ii) any additional amount approved in advance in writing by IALR will be researched and challenged, and that portion of the invoice will be held in abeyance until the matter is resolved. Upon determining that invoiced charges are not reasonable or are excessive, IALR shall promptly notify Offeror, in writing, as to those charges which it considers unreasonable or excessive and the basis for the determination.

F. **PAYMENT:** Invoices for goods or services shall be submitted by Offeror directly to the payment address listed below:

Institute for Advanced Learning and Research
ATTN: Accounts Payable
150 Slayton Avenue
Danville, VA 24540

G. **SUBCONTRACTS:** Before any portion of the goods or services shall be subcontracted, Offeror shall furnish IALR with the names, qualifications and experience of their proposed subcontractor(s). IALR must be afforded the right to refuse any subcontractor that Offeror has selected. Offeror shall remain fully liable and responsible for all acts and omissions of subcontractors and for the goods or services supplied by its subcontractor(s) and shall assure compliance with all requirements of the contract. Any approved subcontract shall include any mandatory flow downs from the Virginia Public Procurement Act, including without limitation the requirements of Virginia Code § 2.2-4354.

H. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions or other breach of the contract by Offeror, the IALR may terminate the contract and/or procure the goods and services from other sources and hold Offeror responsible for any resulting additional purchase and administrative costs. These remedies shall be in addition to any other remedies which IALR may have under the contract, at law, or in equity.

I. **CONTRACTUAL CLAIMS:** The procedure for reviewing and resolving contractual claims and resolving contractual disputes shall be the procedure set forth in Virginia Code § 2.2-4363.C.

J. **ASSIGNMENT OF CONTRACT:** The contract shall not be assignable by Offeror in whole or in part without the written consent of IALR.

K. **INDEPENDENT CONTRACTOR:** Offeror shall not be an employee of the IALR but shall be an independent contractor. Nothing in the contract shall be construed as authority for Offeror to make commitments which shall bind IALR or to otherwise act on behalf of IALR, except as IALR may expressly authorize in writing.

L. CHANGES TO THE CONTRACT: No change shall be made to the contract except by written amendment executed by the authorized agents of each party.

M. CANCELLATION OF CONTRACT: IALR reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon thirty (30) days written notice to Offeror. Any contract cancellation notice shall not relieve Offeror of the obligation to deliver and/or perform on all outstanding items prior to the effective date of cancellation. Any contract cancellation notice shall not relieve IALR from its obligation to pay for work performed prior to the effective date of cancellation.

N. CONTRACTOR'S AND SUBCONTRACTOR'S PERSONNEL: (a) Offeror shall be responsible for the errors, acts, and omissions of its employees and agents, and the employees and agents of any subcontractors, while on IALR premises or performing any work associated with the contract. (b) Offeror's personnel must be readily identifiable by easily identifiable insignia or uniforms while on IALR property; provided that any such insignia or uniforms will be subject to the reasonable approval of IALR. (c) Offeror's personnel will be required to comply with all rules and regulations governing the access to and use of IALR's premises. (d) Offeror shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under the contract. (e) It shall be Offeror's responsibility to see that its employees use any equipment, materials and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state and federal regulations. It shall be Offeror's responsibility to ensure its employees and its subcontractor's employees know and obey all OSHA, VOSA, EPA and other regulatory requirements. Compliance with all regulatory requirements is the sole responsibility of Offeror and/or subcontractors. The safety of Offeror's and subcontractor's employees is the exclusive responsibility of Offeror and subcontractors. (f) IALR reserves the right to request the removal of any of Offeror's employees or agents or any of subcontractor's employees or agents from IALR's premises at any time for reasonable cause. Offeror or the subcontractor shall have such employee leave the premises upon receipt of such request.

O. DAMAGE AND/OR THEFT OF PROPERTY: Offeror shall be responsible for any loss or damage to property including money, securities, merchandise, fixtures, and equipment belonging to the IALR or to any other person or organization, if any such loss or damage was caused, in all or in part, by Offeror, its agents or employees, and/or its subcontractors.

P. HAZARDOUS MATERIALS: Offeror shall not, during the term of the contract, transport, dispose of, or release, on IALR's property any hazardous substance, material, or waste. Offeror shall comply with all federal, state, and local laws, rules, and regulations relating to the storage, transportation, use, and disposal of hazardous materials, substance or waste.

Q. INDEMNIFICATION: Offeror shall indemnify and hold harmless IALR and its officers, agents, Trustees, directors, employees, and affiliates from and against any and all liability, losses, damages, claims, causes of action, suits of any nature (including suits by IALR against the Offeror), costs, and expenses, including reasonable attorney's fees and consultant's fees, resulting from or arising out of Offeror's or its agent's, and/or subcontractor's errors, acts, or omissions in the performance of services under the contract or any subcontract or any breaches of the contract or any subcontract. This

indemnity provision shall cover and include, without limitation, fines and penalties for violations of federal, state or local laws or regulations (including health or alcoholic beverage violations); personal injury, wrongful death or property damage claims; breach of contract claims; indemnity claims; and other damages, losses and claims of any kind.

R. NON-EXCLUSIVENESS OF REMEDIES: Any right or remedy on behalf of the IALR provided for in any part of the contract, including but not limited to, any remedy for Offeror's nonperformance or breach, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

S. SOVEREIGN IMMUNITY; PUBLIC POLICY: Nothing contained in the contract is intended to waive, or shall be construed as a waiver of, the sovereign immunity of IALR.

T. NON-WAIVER: The failure of IALR to insist upon strict performance of any of the terms or provisions of the contract or to exercise any option, right or remedy contained in the contract shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy. The waiver by IALR of a breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

U. CONFIDENTIALITY: Offeror acknowledges and agrees that it (and any other persons in its employment) must maintain the confidentiality of all IALR information, business affairs, programs, partners, vendors, finances, properties, intellectual property, trade secrets, methods of operation, computer programs, and documents, whether written, oral, or otherwise (hereinafter referred to as Confidential Information), to which he may come in contact with during or after the contract period. Offeror agrees that it will not at any time during or after the term of the contract use or disclose to any person any Confidential Information and that upon the termination of the contract it will turn over to IALR all documents, papers, and other matter in his possession or control that relate to IALR, including all electronic or hard copies. Offeror further agrees to bind his employees, agents, and subcontractors to the terms and conditions of the contract.

V. PROPRIETARY MATERIALS: All documents, plans, specifications, diagrams, schematics, and other deliverables produced by Offeror for IALR under the Contract shall be and remain the exclusive property of IALR and shall be used exclusively for the benefit of IALR from the date of creation forward unless express written permission is given by the Executive Director of IALR. Offeror further agrees that he will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without the prior written consent of IALR's Executive Director.

W. RENEWAL OF CONTRACT: The contract may be renewed by IALR for up to three (3) additional one year periods, following the initial term of the contract, provided IALR provides written notice of renewal to the contractor at least ninety (90) days prior to the expiration of the then-current term.

X. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to an event outside the control and not the fault of the affected party (a "Force Majeure Event"). Examples of a Force Majeure Event include, but are not limited to, natural disasters, acts of God, terrorism, war, civil disorder, fire, flood, explosion, riot, labor disputes or strikes (labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under

the contract), any act or order of any governmental authority, lockouts or work stoppages of any kind, theft, windstorm, water, vandalism, failure of power or utilities, or other similar causes, beyond the control of the parties which delays or prevents the performance of the agreement. It is understood that both parties shall exercise due care and prudence to avoid a Force Majeure Event. A Force Majeure Event shall not constitute a breach of contract. If either party is prevented, wholly or in part, from performing its obligations under this Contract as a result of a Force Majeure Event, then that party shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under the contract which are reasonably related to the Force Majeure Event shall be suspended until the Force Majeure Event no longer exists. A Force Majeure Event does not cancel obligations for payments due for services actually provided.