



**Invitation for Bid (IFB)**

**Issue Date:** March 23, 2020 **IFB #:** VRT032320-L

**Title:** Janitorial Services

**Issuing Agency:** Virginia Regional Transit  
109 North Bailey Lane, Purcellville, VA 20132

**Initial Period of Contract:** Three years with the option to renew for two additional one year periods upon written agreement by both parties.

Virginia Regional Transit (VRT) is seeking bids for contract janitorial service at our Administrative Headquarters and NOVA Region operations facility located at 109 N Bailey Ln. Purcellville, VA. Bidders should submit bids in a **sealed** envelope to the address stated above and clearly note the IFB # on the outside of the envelope. All bids must be received prior to the deadline to be considered. Deadline is **2:00 p.m. Thursday April 30, 2020**. Submitted bids will be considered lowest and best price and should include all fees, including labor and supplies. VRT is exempt from all sales tax related to this procurement.

Interested parties are will need to contact the office of Procurement at [eric@vatransit.org](mailto:eric@vatransit.org) or at 540-338-1610 X 1206 to arrange a facility walkthrough prior to April 20, 2020.

VRT reserves the right to reject any and all bids. If beneficial, VRT may award contracts to bidders for the services mentioned below. All bidders and products must abide by the following FTA clauses (see attachment).

**Note: VRT does not discriminate against faith-based organizations in accordance with the Code of Virginia (2.2-4343.1D) or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

**Equal Opportunity:** Small, minority, and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. Virginia Regional Transit ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and removes barriers to the participation of DBE's in our contracts.

**Any addenda to this solicitation will be delivered via e-mail and posted at <https://vatransit.org/active-bids/>**

All Inquiries For Information Should Be Directed to Eric Lev Dahl at [eric@vatransit.org](mailto:eric@vatransit.org) or 540-338-1610 X 1206

In Compliance with This Invitation for Bid and to All the Conditions Imposed Therein and Hereby Incorporated by Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services in Accordance with The Attached Signed Bid or as Mutually Agreed Upon by Subsequent Negotiation.

Name and Address of Property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_ (Please Print)  
Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

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## I. Purpose

The purpose of this Invitation for Bid (IFB) is to solicit bids and to establish a contract with one qualified source to provide VRT with semiweekly janitorial services at our facility in Purcellville, VA

## Background

Virginia Regional Transit operates, manages, and plans fixed route, demand response, and commuter transportation services. The organization delivers efficient, cost effective, and quality services for riders so they can move about their communities and live their lives fully.

## II. Statement of Needs

**Minimum** requirements include:

### **Scope of Work**

Cleaning is required twice weekly. Wednesdays evenings after 5:00 PM and anytime over the weekend.

- Sweep or vacuum all tiled and carpeted floor areas including behind doors and under desk with a concentration on high traffic areas
- Damp mop all tiled floor areas with a concentration on high traffic areas, spills and scuffs.
- Dust all offices, meeting rooms and work spaces. This includes dusting all desktops, window sills, wood wall trim, baseboards, and chair rails
- Clean and sanitize all kitchens. This includes cleaning countertops, sinks, microwave, and damp mopping the floor.
- Clean lunch breakroom. This includes wiping down the tables.
- Clean and sanitize all bathrooms. This includes cleaning sinks, countertops, toilets, and walls / partitions as needed.
- Clean the DMV foyer and lobby area. This includes cleaning the glass entry doors, the bathroom, and the waiting room seats.
- Empty all interior trash receptacles, replace the trash bags, and take the trash to a designated location. In addition, empty the two trash receptacles just outside the drivers entrance doors.
- Refill the paper towel, toilet paper, and soap dispensers in the bathrooms and kitchens.

VRT will provide the paper towels, toilet tissue, hand soap, and trash can liners. Contractors staff are asked to report when supplies are running low on any of these items.

Contractor will provide cleaning chemicals and cleaning equipment.

Excluded from this scope of work are all areas outside of the main portion of the building. Contractor will not be responsible for cleaning the bays, offices, and storage areas in the garage sections of the building, nor will they be responsible for cleaning the exterior areas of the building.

## III. Proposal Preparation and Submission Instructions

### General Requirements:

1. IFB Response: In order to be considered for selection, bidders must submit a complete response to this IFB. One copy is to be submitted. No other distribution of the bids shall be made by the bidder.
2. Proposal Preparation:

- Bids shall be signed by an authorized representative of the bidder. All information requested should be submitted. Failure to submit all information requested may result in VRT requiring prompt submission of missing information and/or rejecting the bid. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - Bids should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the IFB. Emphasis should be placed on completeness and clarity of content.
  - As used in this IFB, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the IFB, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of a bidder to satisfy a “must” or “shall” requirement may result in the bidder being deemed as non-compliant.
3. Specific Proposal Instruction: Bidders should submit bids in a sealed envelope to the address stated on the IFB cover sheet and clearly note the IFB # on the outside of the envelope. All bids must be received prior to the deadline to be considered.

**IV. General Terms and Conditions**

**REQUIRED GENERAL TERMS AND CONDITIONS**

**GOODS AND NONPROFESSIONAL SERVICES**

**Section II**

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- B. ANTI-DISCRIMINATION
- C. ETHICS IN PUBLIC CONTRACTING
- D. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- E. DEBARMENT STATUS
- F. ANTITRUST
- G. CLARIFICATION OF TERMS
- H. PAYMENT
- I. PRECEDENCE OF TERMS
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- V. BUY AMERICA (ONLY REQUIRED IF OVER \$100k)
- W. LOBBYING (ONLY REQUIRED IF OVER \$100k)

These General Terms and Conditions are required for use in written solicitations issued by state agencies for procurements that are subject to this manual unless changed, deleted or revised by the legal advisor to your agency. You should edit the wording to fit the type of solicitation (IFB or IFB) by either deleting or lining out the inappropriate words in all parenthesis. For service contracts clauses, Q, R, and S are normally not applicable and may be omitted. For goods contracts, omit clause T.

- A. **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 the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to VRT that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*.
- C. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with VRT, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. **DEBARMENT STATUS**: By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- F. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to VRT all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by VRT under said contract.
- G. **CLARIFICATION OF TERMS**: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- H. **PAYMENT**:
1. **To Prime Contractor**:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.

d. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

- I. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- J. **QUALIFICATIONS OF BIDDERS:** VRT may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to VRT all such information and data for this purpose as may be requested. VRT reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. VRT further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy VRT that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- K. **TESTING AND INSPECTION:** VRT reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- L. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of VRT.
- M. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, VRT, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VRT may have.
- N. **TAXES:** Sales to VRT are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

- O. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable VRT to determine if the product offered meets the requirements of the solicitation. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**
- P. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**
- Q. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.



- Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VRT must be named as an additional insured and so endorsed on the policy.

**(Note to Agency/Institution:** When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverage should include Garage Owner’s Liability. Contracts with movers or truck transporters should also require motor carrier’s liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.)

- Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:**

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,800,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000,

July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the *Code of Virginia*.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

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

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, 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 the contract.

- T. **BID PRICE CURRENCY.** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- U. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

V. **BUY AMERICA:**

Form P107

**CERTIFICATION OF COMPLIANCE WITH FTA BUY AMERICA REQUIREMENTS  
FOR  
BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

**Certificate of Compliance**

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Certificate of Non-Compliance**

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

W. **LOBBYING:**

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.* ]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the bidder. If the proposal is not withdrawn at that time it remains in effect until and award is made or the solicitation is canceled.

**CANCELLATION OF CONTRACT:** VRT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**INDEMNIFICATION:** Contractor agrees to indemnify, and defend and hold harmless VRT, its agents, officers, Board Members, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, ore equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

**ACCURACY/COMPETITION:** By submitting a bid, bidders certify that all information provided in response to this IFB is true and accurate. Failure to provide information required by this IFB may ultimately result in rejection of the bid.

**ADDITIONAL COSTS:** No service fees or additional costs will be invoiced to VRT by the Contractor during the term of the contract except as allowed for in the contract.

## **V. Method of Payment**

The Contractor will be paid based on invoices submitted. The Contractor shall submit invoices within thirty (30) days after completion of the work performed. All invoices are to have State taxes omitted from the master bill. Submit invoices to the address on the cover page of this IFB.