REQUEST FOR PROPOSAL

CONSULTANT SERVICES FOR HISTORIC STRUCTURES REPORT

For the EXCHANGE BUILDING, 15 West Bank Street, Petersburg, Virginia

1. PURPOSE:

The Historic Petersburg Foundation seeks a qualified firm to conduct a Historic Structures Report on the Exchange Building, the National Historic Landmark structure that is located at 15 West Bank Street in Petersburg. The successful candidate will demonstrate competence in this undertaking through having successfully conducted previous investigations of a similar scope and a thorough understanding of the intent of an Historic Structures Report as contained within the Historic Structures Report Standards issued by the National Park Service.

1. BACKGROUND:

The Exchange Building (previously referred to as ‘The Siege Museum’) is located at 15 West Bank Street in downtown Petersburg. The building was constructed between 1839 and1841 in the Greek Revival style. The building was constructed to serve as a trading center. The Exchange Building is currently owned by the City of Petersburg, and has been rehabilitated to serve as a public museum. The building was listed in the Virginia Historic Landmarks Register in 1968, and in the National Register of Historic Places in 1969. In 1972, the building was designated a National Historic Landmark.

1. STATEMENT OF NEED:

The Historic Petersburg Foundation seeks a qualified firm to provide an analysis of the current state of the structure and a full understanding of its chronology of construction and preservation needs in preparation for a rehabilitation project to be informed by this document. The Exchange Building is an unmatched historical asset for the City as well as a valuable economic development asset as it currently serves as the Visitors Center for the City and provides space for the interpretation and presentation of the rich and diverse history of the City

The Historic Structures Report shall include:

* A detailed history of the structure, its uses and a chronology of construction including a description of all changes to the building made over time
* A description and evaluation of the existing conditions of the building as of the undertaking of this analysis. This section will be informed by a systematic accounting of all features, materials and space according to age, significance and condition
* A listing of preservation needs and a recommended ranking of the priority order in which they should be addressed. The assessment of preservation needs shall be governed by the intent of the owner to continue the use of the building as a public space capable of safely welcoming and informing visitors as well as housing artifacts and displays significant to the history of the city and its citizens.
* Provide a recommended schedule of cyclical and preventative maintenance for the systems and fabric of the structure to ensure its ongoing preservation.

1. REPORT PREPARATION, PRODUCTION AND PUBLIC PROGRAMMING

* After the Contract is awarded, an introductory meeting will be held with key personnel from HPF and the City of Petersburg. The local personnel will constitute an Oversight Committee whose chairman or his designee will be the principal point of contact for the undertaking
* During the investigation and report preparation, the Contractor and key consultant personnel will meet with the Oversight Committee no less than once per month.
* The report in its draft form shall be submitted to the Oversight Committee to review overall goals, treatments and recommendations to be included in the final report.
* The final report shall include one bound copy, one loose-leaf copy and a portable document file (PDF) file. Two copies of any measured drawings produced in the course of the undertaking will also be provided.
* Once the final report is completed, Contractor and key members of the team shall participate in a public lecture to highlight historical information gained as a result of the report. Any public event will be in accordance with whatever public health guidelines are then in effect in the City of Petersburg.

1. DEADLINE FOR FINAL REPORT

The full investigation, analysis and report preparation id to be completed within a six month period from the date of the official Notice to Proceed

1. EVALUATION AND AWARD CRITERIA

The Oversight Committee will carefully evaluate all proposals received, and select a limited number of Offerors to present additional details via an on-site presentation. The following factors will e weighted in the Committee consider:

1. Understanding of the RFP Requirements …………… 15 points

This criterion should confirm the Offeror’s understanding of this RFP and the planned project. In addition, it should clearly outline the scope and objectives of the proposed report as it relates to the overall project

1. Approach and Work Plan …………………………………. 15 points

This criterion should document the recommended approach and work plan regarding each of the tasks and activities outlined in the Statement of Needs above. The work plan must discuss the staffing level required to meet each task, as well as the relative effort that each member of the proposed project team will devote to the project. The work plan must include a task-by-task schedule of the time required to complete the project. The proposal should discuss documentation and/or authorizations that will be required from HPF or the City of Petersburg, as well as any anticipated problem areas and proposed solutions.

1. Management Plan and Timetable ……………………… 20 points

This criterion should present a plan that clearly explains how Offeror will manage and control all proposed activities and the resulting timetable. Offeror must explain how its management and administrative processes will assure that appropriate levels of attention are given so that the work is properly performed and that milestones are met on a timely basis.

1. Firm Experience and Capabilities to include Project Team Qualifications and Experience. …………………………… 20 points

This criterion should present references and examples of previous work. Examples will include previous experience undertaking similar analytical examination of a National Register structures, preferably a National Historic Landmark structure. Preference will be given for teams that have previously worked together. A list of employees and sub-contractors should be included. The proposal shall include references for sub-contractors as well.

1. Consideration of accessibility of contractors …………….. 5 points

This criterion should present the degree of accessibility that the Offeror will be able to provide to the Oversight Committee and project managers overseeing the contact

1. Scope and quality of plan for diversity in team composition ..5 points

This criterion considers the history of the team recruiting a diverse workforce and proposed methods and level of commitment for ensuring success of minority, women-owned and emerging small business contractors.

1. Cost Proposal …………………………………………………………… 20 points

This criterion of the Offeror’s proposal should contain the total cost of the proposed services. The Offeror should explain and provide details of any conditions that might increase or reduce the cost of the proposed services.

The proposal should show the detailed basis for the proposed cost of these services, such as per hour cost or per employee cost. Cost should include all items such as professional time, travel, data processing, forms, printing or other expenses included in the proposed cost.

TOTAL ………………………………………………………………….. 100 points

1. Award Criteria

HPF and its Oversight Committee shall engage in individual discussions with two or more Offerors deemed fully qualified and suitable based on initial response and with an emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Selected Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

At this discussion stage, HPF may discuss non-binding estimates of total project costs, including but not limited to, life cycle costing and estimates for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competing Offerors.

At the conclusion of the informal interviews, on the basis of the evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, HPF and its Oversight Committee shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the Offeror ranked first. If a contact satisfactory to HPF and the project can be negotiated at a cost deemed fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair ad reasonable price. HPF reserves the right to make multiple awards as a result of this solicitation. Should HPF and its Oversight Committee determine in writing and at its sole discretion that only one Offeror is clearly more qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

1. Proposal Preparation and Submission Instructions
2. General Instructions

In order to be considered for selections, Offeror must submit a complete response to this RFP. One (1) original and two (2) copies plus one (1) copy on CD or thumb drive must be submitted to HPF headquarters at 318 East Washington Street, Petersburg, VA no later than the stated date. HPF will not accept oral proposals, nor any received by telephone or electronic means.

1. Proposal Preparation

1. All proposals must be sealed and labeled on the outside of an opaque envelope showing the title of the proposal and the name and address of the Offeror. Responses received after the due date and time will be returned unopened. Offerors are responsible for insuring that their proposals are received and stamped by the deadline indicted. Please be aware that the HPF offices are regularly staffed on Wednesday, Thursday and Friday from 11 AM to 5 PM. All deliveries of proposals must be within those stated hours. HPF may reject proposals which are substantially incomplete or lack key information.

2. 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. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a Table of Contents, which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

1. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Oversight Committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. HPF will schedule the time and location of these presentations. Oral presentations are an option exercised by HPF at their sole discretion and may or may not be conducted.
2. SPECIFIC REQUIREMENTS

Proposals shall be a thorough and detailed as possible so that HPF may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following:

1. Return the RFP Proposal Signature Sheet (attached as Exhibit A) and all Addenda acknowledgements, if any, signed and filled out as required.
2. Offeror Date Sheet (attached as Exhibit B) and other specific items or date requested in the RFP.
3. Return the Virginia State Corporation Commission Registration Information Sheet (SCC) attached as Exhibit C.
4. Return the RFP Proprietary/Confidential Information Summary Sheet attached as Exhibit D.
5. Transmittal Letter – Each proposal must include a letter of transmittal containing the signature of the representative authorized to enter into contracts for the prime contractor. The transmittal letter should not exceed two (2) pages in length.
6. Background of the firm in general and should include the following
   1. A narrative history of the Offeror describing the firm’s development and its experience with similar projects. This section should also include the number of years the Offeror has operated and the size of the company. If the Offeror has operated for less than five (5) years under its current name, this section should also include the history of any predecessor firm(s).
   2. A description of the legal domicile and structure (e.g. corporation, partnership, proprietorship, joint venture, etc.) of the Offeror. If the Offeror is an organization owned by one or more organizations, a description of the legal structure of each organization with such an ownership interest as well.
   3. Copies of the State Corporation Commission registrations or local business license.
   4. Offeror Billing Rate Proposal (attached as Exhibit C) and other specific items or data requested in the RFP.
   5. Sample Contract – lease furnish any sample contract the Offeror expects HPF to execute.
   6. A copy of the Offeror’s most recently audited financial statement, as well as a copy of the Offeror’s current financial statement, including certified profit/loss, net income and balance sheet statement shall be submitted in a sealed envelope. If the Offeror cannot submit such documentation, this section shall contain the reasons why.

In this envelope it should include a statement of whether the Offeror or any predecessor of the entity has filed for reorganization or bankruptcy during the past five (5) years, with the dates of filings and a description of the resolution.

A decision of any litigation or alternative resolution in which the Offeror or its owners is involved, including the style of the matter, a description of the nature of the dispute or any other relevant information.

The above referenced information must be included with the proposal submittal and put into a sealed envelope marked ‘Financials’

1. General Terms and Conditions
   1. Definitions:
      1. Acceptance: Acceptance shall mean approval of contractor’s invoice for services by HPF and its Oversight Committee
      2. Contract: The signed Contract, stating the Scope of the Contract wherein the Contractor shall provide the services to HPF as set forth in the Contract Documents.
      3. Contractor: The individual, firm or organization that contracts with HPF to perform the Work. As employed herein, the term “contractor” may refer to an individual, an organization, or to the contractor’s authorized representative.
      4. Contract Sum: The total amount payable to the contractor for performance of the Work. The Contract Sum is stated in the Proposal and shall include any adjustments granted by amendment.
      5. Final Payment: The payment of the balance of the Contract Sum, following the acceptance of all Services delivered pursuant to the Contract.
      6. Notice: As defined in Section VII, paragraph 8.
      7. Time(s) for Performance: The date(s) on which Services are required to be provided, in accordance with the Contract Documents.
      8. Work: The Services required to be delivered by the Contractor pursuant to this Contract.
      9. Contract Documents:
         1. The signed Contract;
         2. This Request for Proposal;
         3. Any Addenda issued;
         4. The Proposal;
         5. The Negotiated Scope of Services to include the Cost Agreement; and
         6. Modifications and/or Change Orders issued subsequent to the extension of the Contract
   2. The Contractor:
      1. Licensure: To the extent required by the Commonwealth of Virginia, or the City of Petersburg, the Contractor shall be duly licensed to perform the Services required pursuant to this Contract
      2. Key Persons: If any “Key Persons” are identified in the Proposal, those key persons shall be directly involved in the performance of Contractor’s Work hereunder. No Key Person shall be changed without the written consent of HPF unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment, unless a Key person shall be removed at HPF’s request.
   3. Terms for Performances
      1. The Work: The service required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents. All persons performing Services pursuant to the Contract shall be duly qualified to perform those Services and shall hold any licenses required by law for persons performing such Services.
      2. Time for Performance: Time is of the essence of the Contract.

The Contractor shall perform all Services at the time(s) and in

the manner(s) specified in the Contract Documents.

* 1. 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 only in the courts of the City of Petersburg. HPF and the Contractor commit to every effort to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution procedures. The contractor shall comply with all applicable Federal, State and local laws, rules and regulations.
  2. Anti-Discrimination: By submitting their proposals, Offerors certify 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 Virginia Disabilities Act and the Americans with Disabilities Act.
     1. During the performance of this contract, the contractors agree as follows:
        1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to place in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
        2. The contractor, in all solicitations or advertisement for employees placed by or on behalf of the contractor, will state that such contractor 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.
  3. Ethics in Contracting: By submitting their proposal, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any individual 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.
  4. Immigration Reform and Control Act of 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of their contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
  5. Clarification of Terms: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact HPF no later than three weeks after the date of this RFP. Any revisions to the solicitation will be made only by Addendum issued by HPF. Each Offeror shall be responsible for determining that all addenda issued by HPF have been received before submitting a proposal.
  6. Payment:
     1. Payment for Services: The contractor shall submit its invoice for services performed during the previous month. The invoice shall bill for the services at the fixed monthly rate specified in the Contract Documents or shall detail those services provided and bill at the rates specified in the Contract Documents. HPF or its duly authorized representative shall verify that the services have been performed in accordance with the Contract Documents and, if appropriate, will approve the invoice and initiate the process of payment.
     2. Progress Payments. If authorized by the terms of the Contract, the contractor may submit requests for progress payments at such times or upon the occurrence of such events as the Contract Documents may provide. HPF or its duly authorized representative shall verify the contractor’s entitlement thereto and, if appropriate, will approve the invoice and initiate the process of payment.
     3. The contractor shall submit original invoices to HPF which clearly describe and itemize the services provided. In addition, invoices shall contain, at a minimum, the following information:
        1. The date of the Contract
        2. The Contract number
        3. The total cost for these itemized services.
     4. HPF reserves the right to determine whether is clear and properly itemized. If abbreviations or jargon are used on the invoice, the contractor shall provide a key printed directly on the invoice to explain such abbreviation or jargon.
  7. Payment of Subcontractors: The contractor agrees to take one of the following two actions within seven (7) days after receipt of amounts paid to the Contractor by HPF for work performed by a subcontractor under this contract:
     + 1. Pay the subcontractor for the proportionate share of the total payment received by the Contractor attributable to the work performed by the subcontractor under this contract; or
       2. Notify HPF and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment with the reason for nonpayment.
     1. The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (2) above. The interest charge shall not be deemed an obligation of HPF, and a cost reimbursement claim may not be included in any amount for reimbursement for such interest charge. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each subcontractor.
  8. Precedence of Terms: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, 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.
  9. Qualification of Offeror: HPF may make any reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to HPF all such information and data for this purpose as shall be requested. HPF reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy HPF that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
  10. Assignment of Contract: The contract shall not be assignable by the Contractor in whole or in part without the written consent of HPF.
  11. Changes to the Contract: Changes can be made to the Contract by mutual agreement in writing to modify the scope of the contract (“Modification”), or unilaterally by HPF directing the Contractor to make changes (“Change Order”). An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  12. Insurance: The Contractor shall purchase and maintain in force, at his expense, such insurance as will protect him and HPF from claims which may arise out of or result from the Contractor’s activities, whether such be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. Insurance shall remain if effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. All insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. The Contractor shall furnish as a minimum the hereinafter coverage and limits, and on forms and of companies which are acceptable to HPF, and shall require and show evidence of insurance coverage’s on behalf of any subcontractors (if applicable), before entering into any agreement to sublet and part of the work to be done under this Contract.
  13. Minimum Insurance Coverage’s and Limits Required:
      1. Workers Compensation: Statutory requirements, regardless of being subject to Title 65.2 of the Code of Virginia of 1950 (Worker’s Compensation). Coverage shall include an “all states” endorsement and shall be provided for any proprietor, partner, executive officer, or member.
      2. Employers’ Liability: $100,000 bodily injury by accident each accident; $100,000 bodily injury by disease each employee; $500,000 bodily injury by disease policy limit.
      3. Commercial General Liability: $1,000,000 per occurrence, $2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, as well as contractual liability coverage. HPF must be named as an additional insured and so endorsed on the policy.
      4. Commercial Automobile Liability: $1,000,000 combined single limit each accident. Automobile Liability is to cover “any auto”.
      5. The Contractor and his insurance company should carefully review the insurance requirements applicable to this contract. All requirements must be met before HOF will execute the contract. The Contractor will provide an original, signed Certificate of Insurance, and such endorsements as prescribed herein.
  14. Drug Free Workplace: During the performance of this Contract, the contractor agrees to
      1. Provide a drug-free workplace for the contractor’s employees
      2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees 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 prohibitions
      3. 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
      4. 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.
      5. For the purposes of this section, a “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 or use of any controlled substance or marijuana during the performance of the contract.
  15. Nondiscrimination to Contractors. 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, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders.
  16. Availability of Funds: It is understood and agreed between the parties herein that HPF shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
  17. Taxes: The Contractor shall pay all city, state, and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereunto, under whatever name levied. Said taxes shall not be in addition to the contract price between HPF and the contractor, as the taxes shall be an obligation of the Contractor and not of HPF, and the Contractor shall hold HPF harmless.
  18. Bankruptcy: If the Contractor shall be adjudged bankrupt, or make a general assignment for the benefit of it creditors, or if a receiver shall be appointed on account of the contractor’s insolvency, then HPF may without prejudice to any other right of remedy, and after having given the contractor seven (7) calendar days written notice, terminate this Contract and procure such goods and services from another vendor. In such event, the contractor shall be liable to HPF for any additional cost occasioned by such failure or other default. In such cases, contractor shall not be entitled to any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to HPF.
  19. SCC Identification Number: Each bidder or offeror organized or authorized to transact business in the Commonwealth, pursuant to Title 13.1 (Corporations) or Title 50 (Partnerships) of the Code of Virginia of 1950, as amended, shall include in its bid or proposal the identification number issued to it by the Virginia State Corporation Commission. Any bidder or offeror who is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise authorized by law shall include in its bid or proposal statement describing why the bidder or offeror is not required to be so authorized.
  20. Entire Agreement: The Contract Documents constitute the entire agreement among the parties pertaining to the Work and supersede all prior and contemporaneous agreements and understandings of the parties in connection herewith.
  21. Royalties and Patents: The Contract Sum includes all royalties and costs arising from patents, trademarks and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and hold harmless HPF, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment or process to be performed under this Contract, and shall indemnify HPF, its officers, agents, authorized representatives and employees for any cost, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.
  22. Severability: Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be declared invalid.
  23. Survival: Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Record Retention, Audit and Price Adjustment and Indemnification shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.
  24. Non-Waiver: The failure of Contractor of HPF to exercise any right, power or option arising out of this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or HPF of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.
  25. Headings: Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

1. **Special Terms and Conditions**
   1. Record Retention and Audit: Contractor shall maintain all records, reports and documents relating to this Contract, for a period of five (5) years following Final Payment (the “Audit Period”). Such records, report and documents shall be subject to review and audit by HPF and the HPF consultants or auditors at mutually convenient times.
   2. Indemnification: The Contractor hereby assumes all liability for and agrees to indemnify and hold harmless HPF and its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorney’s fees) and expenses resulting from any material breach of the representations, warranties and covenants of the contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the contractor or its sub consultant, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.
   3. Right to Cancel or Reject: HPF reserves the right to cancel this RFP and/or reject any or all proposals, to waive any information in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of HPF, determined to be in the best interest of the property and of HPF.
   4. Proposer Expenses: HPF will not be responsible for any expenses incurred by an Offeror in preparing or submitting a proposal.
   5. Assignment/Subcontracting: The services furnished by the Contractor shall be neither assigned nor subcontracted without prior written consent of HPF.
   6. Notice:
      1. Written Notice: All notices required by the terms of this Contract shall be in writing. For purposes of this paragraph, ‘writing’ shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that its intended recipients receive the Notice.
      2. Notice to Contractor: Written Notice may be served on the Contractor by mail, courier, facsimile transmission and electronic mail to the Contractor’s business address as stated in the Proposal cover sheet.
      3. Notice to HPF: Written Notice may be served on HPF by mail, courier, facsimile transmission or electronic mail to HPF’s authorized representative to be designated with full contact information at the time of the execution of the Contract.
   7. Termination or Suspension
      1. Termination for Convenience: HPF shall have the right to terminate this Contract at its own convenience for any reason by giving thirty (30) days prior written Notice of termination to the Contractor. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and HPF. HPF shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this paragraph. HPF shall have the right of audit (and Contractor shall have the obligation) stated in Section A above insofar as they pertain to amounts claimed to be due hereunder.
      2. Termination for Default: HPF may, by written Notice to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances;
         1. If the Contractor fails to perform the services as specified in the Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from HPF;
         2. If the Contractor fails to perform any of the other provisions of the Contract and does not cure such failure within a period of ten (10) days after receipt of Notice from HPF;
         3. Without further Notice, if the Contractor defaults in the performance of his duties pursuant to subsections (1.) or (2.) above more than twice within any consecutive twelve (12) month period, whether or not the Contractor subsequently cures such earlier defaults.
      3. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contactor and the sub consultant, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted Services were obtainable from other sources in sufficient time for the Contractor to meet the required Time(s) for Performance.
   8. Compensation: The Contractor shall be required to submit a complete itemized invoice on each delivery or service that he may perform under the Contract. Payment shall be rendered to the Contractor for satisfactory compliance with the Contract within forty-five (45) days after the receipt of the proper invoice.
   9. Exceptions to the RFP: Any exception to any provision of the RFP shall be explicitly identified in a separate “Exceptions to the RFP” section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents provide otherwise. Please identify below, or under separate cover, any “Exceptions to the RFP”.
2. Next

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PROPOSAL SIGNATURE SHEET

In compliance with this Request for Proposal and to all terms and conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Receipt of Addenda is acknowledged: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2 Section 489.4 of the Code of Virginia of 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and federal law, and can result in fines, prison sentences, and civil damages awards.

My signature also certifies that this firm has no business or personal relationships with any companies or persons that could be considered as a conflict of interest or potential conflict of interest to HPF and that there are no principals, officers, agents, employees or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to HPF, pertaining to any or all work or services to be performed as a result of this request and any resulting contract with HPF. In addition, no HPF employee, trustee or any member of HPF’s employee or trustee holds any position with the offeror such as an officer, trustee, partner or the like, or is employed in any capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to HPF, as it shall be a part of your response.

Complete Legal Name of Firm and Address

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

FEIN No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Submit this Form with Proposal**

Exhibit B Page 1 of 1

**OFFEROR DATA SHEET**

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may cause your proposal to be deemed non-responsive.

1. Qualifications: The offeror must have the capability ad capacity in all respects to fully satisfy all of the contractual requirements.
2. Offeror’s Primary Contact:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Years in Business: Indicate the length of time you have been I business providing this type of service, under thee current name, as well as any prior names with date:

Years: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Months: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Indicate below a listing of at least three (3) current or recent contracts, either commercial or governmental, that your firm is servicing, has serviced, or has provided similar service. Include the length of service and the name, address, and telephone number of the point of contact.

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dates of Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dates of Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dates of Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Business Category (Check all that Apply)

\_\_\_\_ Small Business \_\_\_\_\_ Women Owned and Controlled

\_\_\_\_ Minority Owned and Controlled \_\_\_\_\_ Service Disabled Veteran

\_\_\_\_ None of the Above Owned and Controlled

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Exhibit C Page 1 of 1

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFOMRATION SHEET**

The Offeror:

\_\_\_\_\_ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or;

\_\_\_\_\_ is not corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust or;

\_\_\_\_\_ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside of Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidders out-of-state location), or;

\_\_\_\_\_ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of Section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following line if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. \_\_\_\_\_\_

**Submit this form with Proposal**