

**REQUEST FOR PROPOSALS
RFP #GCC072108**

ISSUE DATE: July 21, 2008

TITLE: 97100 - Lease Space

ISSUING AGENCY (TENANT): GERMANNA COMMUNITY COLLEGE

ADDRESS: 2130 GERMANNA HIGHWAY
PURCHASING DEPARTMENT, ROOM 105
LOCUST GROVE, VA 22508

Initial Period of Contract: To Begin as early as possible as agreed upon by both parties but anticipated to be from March 1, 2009 through February 28, 2014 *or as agreed upon by both parties*

Sealed Proposals will be received until 2:00 p.m. on August 29, 2008 for Furnishing the Goods/Services Described Herein.

All Inquiries for Information Should Be Directed To:
Rick Brehm, Vice President for Administrative Service
EMAIL: rbrehm@germanna.edu PHONE: (540) 423-9042 FAX: (540) 727-3207

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO THE SAME ADDRESS.

Proposal Submitted By: Name: _____

Company: _____

Phone: _____

E-Mail: _____

Signature: _____

Date: _____

Should you have any questions or comments regarding the above, please do not hesitate to call the contact person listed above. With your proposal, please be sure to include the information noted in the "Proposal Submitted By:" section.

Table of Contents

I.	Purpose	pg 3
II.	Background	pg 3
III.	Statement of Needs	pg 3
IV.	Proposal Preparation and Submission	pg 7
V.	Evaluation and Award Criteria	pg 10
	Attachment A (Deed of Lease)	pg 11
	General Terms and Conditions	pg 23

Lease Space
Request for Proposal (RFP) #GCC072108
July 21, 2008

I. Purpose

Germanna Community College (Tenant) seeks to lease academic space in Stafford, Virginia.

From the information provided through this solicitation, one or more facilities may be selected for negotiation with the landlords. Tenant shall not have any liability for expenses incurred by the Offeror in connection with this proposal or related negotiations.

Facilities will be evaluated as to conformance with the specifications contained herein, the total cost, the accessibility of the facility, and the appropriateness of the facility in relation to needs.

II. Background Information

Germanna is one of the fastest growing colleges in Virginia; serving a diverse suburban and rural population of 404,000 residents in the counties of Stafford, Caroline, Culpeper, King George, Madison, Orange, Spotsylvania and the City of Fredericksburg. As a public, comprehensive community college, Germanna provides accessible, quality educational and training opportunities that meet our communities' changing learning needs. The College offers degree programs in Business Administration, Business Management, Dental Hygiene, Education, General Studies, Information Systems Technology, Liberal Arts, and Science. The College also offers certificates and career studies certificates in a variety of programs including Early Childhood Development, Fire Science Technology, Engineering Technology, Accounting, Banking, Corrections, Police Science and more. In academic year 2005-06, GCC served 1,656 full-time students and 5,344 part-time students in credit courses. In academic year 2007-08, the College served 1,922 full-time students and 6,262 part-time students in credit courses, which equals a 17% increase. The College also serves more than 4,000 students per year in noncredit courses.

III. Statement of needs:

The College proposes a facility of at least 4,000 but not more than 10,000 gross square feet. The College has identified an ideal space program; however, it is prepared to adjust that ideal to fit facilities of various sizes within its acceptable gross square foot range. Details for the ideal space assignments include: four general purpose classrooms of 600 square feet each containing capacity for 30 student seats and an instructor; one wired computer classroom of 1,200 square feet to hold 30 student seats and an instructor; another computer room to serve as a testing center/open computer lab/registration point

with 24 student seats totaling about 960 square feet; a reception area to hold 1-5 visitors of 144 square feet; a room to serve as a conference room and instructional space that would hold 20 chairs that would be about 400 square feet; a central computer and telecommunications room of 366 square feet with an adjoining IT storage area to hold wireless computer carts of 64 square feet each; one storage room of 96 square feet to hold books, class and office supporting materials; one central service room of 500 square feet for mail, copier, fax, and similar services plus workroom space to collate and sort; four individual offices of 100 square feet each; and a fifth office of 120 square feet.

Adequate parking must be available, with peak needs between 9 am and 1 pm as well as between 7 pm and 10 pm Monday through Thursday.

For build out purposes, the College generally prefers acoustic ceiling tiles, vinyl composite tile flooring, rubber base, metal door frames, paint grade doors w/ windows, carpet in offices, reception area, conference room, three tube T-8 parabolic light fixtures and painted drywall.

Facility must be ADA compliant and meet required building code for County and/or State.

Landlord:

- Provide the total square footage of building.
- Provide the rentable square feet estimated to accommodate the program as listed above.
- Provide the core factor and rentable square feet for the space.
- Floor plan shall be attached as an exhibit to the lease.
- State any other pertinent description of the premises to be demised to Tenant.
- State the legal name of the landlord and provide the landlord's complete address, phone number, fax number and email address.
- Provide evidence of the landlord's authority to execute the lease (copy of deed, operating agreement or corporate resolution).
- Provide current tax assessment of building/land.
- If Landlord is out of state, a Virginia registered agent will be referenced in the lease.

Tenant:

- Germanna Community College

Location:

- Acceptable location is within the 22554 zip code. Preference will be granted to easily accessible locations from both I-95 and Route 1 that also provide high visibility to the facility for persons driving on these highways. It is also desirable that location be near or adjacent to retail stores and restaurants that students and staff could use for meals and shopping.

Building:

- State the name and complete address of the building.

Lease Term:

- Five years with options for up to five, one-year renewal terms with agreement of both parties.

Rental Rate:

- Provide the annual rental rate and the type of lease (full-service). Include the name and address of where rent is to be sent. Rental rate shall separately indicate: base rental rate, and rate for services, if any, such as utilities, trash collection, association fees, janitorial services, etc. All other fees and rates must be separately identified and must reflect the dollar cost for the same period used to depict the rental rate. The escalation percentage rate must be provided.

RENTAL COST INFORMATION (annual):

- Base rental rate _____
- Services (if not included in base):
- Utilities _____
- Trash Collection _____
- Association Fees _____
- Janitorial Services _____
- Other (describe) _____

- Other fees and rates (describe) _____

- Total Annual Rental Cost _____
- Escalation rate: _____

Telecommunications:

- Landlord shall provide Tenant and/or its telecommunications companies, including but not limited to local exchange telecommunications companies and alternative access vendor service companies, with the right of access to, from and within the building (including pathway(s) to the premises as would be required by the vendor(s) for the installation and operation of Tenant's telecommunications systems, including but not limited to voice, video, data and any other telecommunications services provided over wire, fiber optic, microwave, wireless and any other transmission systems, for part or all of Tenant's telecommunications to, from and within the building and premises.

Security Deposit:

- Tenant is credit-worthy and will not pay a security deposit. Tenant will pay rent monthly in arrears.

Parking:

- As a community college with only commuter students (i.e., no residence halls), Tenant is required to provide one parking space for every two employees and students. Landlord may present alternatives, such as public bus service, but parking is an important component of any proposal.
- Based on expected occupancies, Tenant requires a minimum of 95 parking spaces in close proximity to the leased premises for a facility housing four classrooms, 120 parking spaces for five classrooms, or 150 spaces for six classrooms. Any and all costs associated with parking must be included in the rent.
- Landlord must provide number of spaces offered and the address of the parking facility if remote from the building.

Signage:

- Specify interior and exterior signage rights available to Tenant, including building and if room for road front signage.

Disturbance:

- The area must be tolerant of student related issues (noise, etc).

Hours of Service and Access:

- Tenant and Occupants shall have access to the building 24 hours a day, 365 days a year.

Security:

- Describe details of building and parking security.

Special Requirements:

- Landlord to build-out leased space to accommodate program needs and computer support. Costs above build-out allowance that are to be charged to Tenant shall be explicitly detailed.

Standard Lease Form:

- The Commonwealth's Standard Lease Form (Attachment A) shall be used.

Services to be provided by Lessor:

- Utilities and janitorial service. Please provide a copy of the building's cleaning and maintenance specifications.
- When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all walkways, loading areas and parking areas.

Minority, Small and Female Owned Business Opportunities:

- It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of minority businesses (as defined by the Code of Virginia, Title 2.1, Chapter 7.5), small businesses and female

owned businesses and to encourage their participation in state procurement activities. Towards that end, the Commonwealth encourages contractors to provide for the participation of minority businesses, small businesses, and female owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities. Submission of a plan for utilizing the services of minority, small, and female owned businesses in this lease and a report of past efforts to utilize minority, small and female owned businesses is required.

Contract:

- Subject to the provisions of 2.1-504.2 of the Code of Virginia (1950), as amended, this Request for Proposals, the proposal and any amendments resulting from negotiations as provided herein shall form a contract between the selected Offerer and the Commonwealth.

BUILDING INFORMATION:

- Ceiling height: _____
- Protruding beams or ducts on ceiling? _____
- Clear space above ceiling: _____
- Window mullion width: _____
- Lighting: _____
- Walls: _____
- Doors: _____
 Minimum 3'-0" wide x 6'-8" high
 ADA compliant lever hardware
- Floors: _____
- Electrical Power: _____
 5 to 7.5 watt per sq ft
 clean source power available, free of distortion and harmonics.
- Sprinkler System: _____
 certified, compliant, fully operational sprinkler system to be provided to meet local building codes
- Fire Alarm System: _____
 Certified, compliant, fully operational fire alarm system to be provided to meet local building codes
- HVAC System: _____
 1. must allow for temperature maintenance of 68 degrees F with 20% relative humidity in winter
 2. maintenance of 74 degrees F with maximum of 60% relative humidity in summer months is desirable but not mandatory
 3. adequate ventilation must be provided year round
- Exhaust System: _____
 required for all toilet facilities
- Drinking Fountains: _____
- Does the building contain friable asbestos? _____
 If yes, is the asbestos managed under a plan prepared by a licensed asbestos planner? _____ (a copy of the plan may be required)

CONTACTS:

Building Owner:

Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____

Building Manager:

Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____

IV. Proposal preparation and submission:

RFP response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) Original (so marked) and one (1) copy must be submitted to the purchasing agency. No other distribution of the proposals shall be made by the Offeror.

Proposal Preparation: Proposals shall be signed by an authorized representative of the Offeror. All information should be submitted. Failure to submit all information requested may result in purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the purchasing agency at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State 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 protections of § 2.2-4342F 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 will result in rejection of the proposal.

Oral presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation and/or a demonstration of their capabilities relating to their proposal to the purchasing agency. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The purchasing agency will schedule the time and location of these presentations. Oral presentations/demonstrations are an option of the purchasing agency and may not be conducted. Therefore, proposals should be complete.

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

Exhibits to be provided: Provide the following information and materials:

1. Provide a narrative answering all questions under the statement of needs.
2. A copy of the completed and signed standard form lease.
3. A copy of the standard work letter for the facility.
4. A copy of the cleaning specifications for this building.
5. One copy of building floor plans drawn to scale.
6. A map showing the location of the building.
7. A plan for utilizing the services of minority, small and woman owned businesses and a report on past efforts to utilize the goods and services of minority, small and female owned businesses.
8. Page 1 of this RFP filled out and signed.
9. Building information filled out.
10. Rental cost information completed.
11. Contacts and Building manager sheet filled out.
12. Signature and company information warranting all statements herein are true and correct on page 9.

I have read the Request for Proposals, RFP Number **GCC072108** dated July 21, 2008, and warrant that all statements herein are true and correct. I further represent and warrant that I am the Owner or I am empowered and duly authorized to execute this Proposal on behalf of the Owner of the land and improvements. This offer will remain in effect at least 90 days following the deadline for submittals under the request for proposals.

Signature (Owner/Agent) Date

Company

Address

City / State / Zip

Telephone Number: _____

Identification Of sealed proposal envelope: If a special envelope is not furnished, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
-----------------	----------	------

_____ Street or Box Number	_____ RFP Number
-------------------------------	---------------------

_____ City, State, Zip Code	_____ RFP Title
--------------------------------	--------------------

Name of Purchasing Officer/ Buyer: _____

- V. **Evaluation and award criteria:** Proposals will be evaluated by the purchasing agency using the following criteria:

Location of building point value 30

Rental Rate point value 30

Cleaning specifications point value 10

The overall quality, completeness and responsiveness of the offerors proposal as compared to the proposal requirements listed on page 7 point value 30

AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror, which in its opinion has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia* § 2.2-4359D). Should the Commonwealth 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

Deed of Lease

This DEED OF LEASE (the "Lease") is dated the _____ day of _____, 20__, between _____ [NAME IN ALL CAPS], a Virginia corporation / limited partnership / limited liability company, as Grantor ("Landlord"), and the COMMONWEALTH OF VIRGINIA, GERMANNA COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR COMMUNITY COLLEGES, as Grantee ("Tenant"), pursuant to Sections 2.2-1149 and 23-38.88 of the Code of Virginia (1950), as amended.

WITNESSETH

1. **PREMISES.** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Landlord leases to Tenant the following property or premises (the "Premises"), together with full rights of ingress and egress, in the City/County of _____, Virginia. The Premises are more particularly described as:

[Insert legal description and address including zip code. Include rentable s/f and/or acreage, parking facilities and number of parking spaces]

A sketch of the floor plan of the Premises is attached hereto as Exhibit B.

2. **USE OF PREMISES.** The Premises are to be used and occupied by Tenant for a construction academy program or for such purpose or purposes as Tenant may now or hereafter be empowered or authorized by law to use same.

3. **TERM.**

- (a) The initial term of this Lease (the "Initial Term") shall be _____ (__) months(s)/year(s), beginning on _____ 20__, (the "Commencement Date") and terminating on _____ 20__ (the "Termination Date").

- (b) Landlord warrants that Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Landlord constitutes a warrant. If Landlord does not have this right, then Tenant, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.

4. **RENT.**

- (a) Tenant shall pay Landlord the sum of _____ and __/100 Dollars (\$_____) as rent (the "Rent") for the Initial Term which shall be paid in arrears, in installments of _____ (\$_____), at the end of each month. Rent is due and payable beginning on _____, 20__, and each month thereafter for the Initial Term, including

any renewal or extension thereof. The payment of all Rent shall be made payable to _____ and mailed to:

(Name) _____
(Address) _____

or to such other person or entity or at such other address as Landlord may designate from time to time by written notice to Tenant.

5. POSSESSION AND CONDITION OF PREMISES.

- (a) Landlord shall deliver quiet possession of the Premises to Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to Tenant during the Initial Term.
- (b) On the Commencement Date, Landlord shall deliver the Premises to Tenant in good repair and in a condition suitable to the use for which it is leased.
- (c) Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, only in the case of an emergency. If Landlord, or Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, Landlord, or Landlord's agent, shall contact _____ (Telephone # _____).
- (d) Landlord covenants that (i) the Premises and the building of which the Premises (the "Building") forms a part have been inspected by an Asbestos Inspector licensed by the Virginia Department of Professional and Occupational Regulation and the Building and the Premises are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (ii) any friable asbestos discovered in or on the Building or the Premises shall be promptly and properly removed by Landlord, at Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the asbestos was introduced into the Premises by Tenant, the cost of the removal thereof shall be Tenants expense.

6. MAINTENANCE.

- (a) Landlord warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order.
- (b) Landlord shall equip the Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Premises and the equipment upon the Premises, at Landlord's expense, as shall be necessary at any time during the Initial Term of this Lease, or any extension or renewal thereof, to comply with the provisions of Federal, State and local laws and regulations pertaining to

health, safety, public welfare, and environmental protection, including laws and regulations pertaining to asbestos, carbon monoxide, polychlorinated biphenyls, urea formaldehyde, lead paint, radon, petroleum product storage tanks, and freon, regardless of the effective date of law or regulation unless the Premises are grandfathered from such laws or regulations. This subsection shall not apply if the necessity for compliance with these laws arises from a grossly negligent or willful act of Tenant or its employees and Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act.

- (c) It shall be the sole responsibility and obligation of Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to (i) properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof, as well as to keep the Premises and all equipment and non-trade fixtures in good working order and to perform any required repairs, replacement and maintenance, and (ii) keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order. All equipment and systems shall be maintained to provide reliable, energy efficient service, without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass.
- (d) All other necessary or required maintenance, repairs and replacements to the Premises and common areas shall be the sole responsibility and expense of Landlord. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.
- (e) Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of Tenant, or its agents, employees, or contractors.
- (f) If Landlord fails to keep, repair and maintain the Premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order as provided in this Section, then Tenant, at its option, may either immediately terminate this Lease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair and maintenance, at Landlord's expense. Tenant may deduct the cost thus incurred in fulfilling the Landlord's obligations under this Lease from future Rent payments and/or may collect the cost from Landlord in any manner provided by law. Furthermore, Tenant shall be entitled to deduct from the rent, or any installment thereof, the per diem rental for each day that the Premises are rendered unsuitable for use as a result of the breakdown or malfunction of any equipment which Landlord has herein agreed to keep, repair, and maintain; provided, however, that this deduction from the Rent shall not commence until the first day after Landlord has been given notice (which may be oral) of the breakdown or malfunction. No

notice of termination shall be given under this Section if Landlord has physically commenced such repairs or is causing such repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner.

- (g) When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all walkways, loading areas, common areas, and parking areas.

7. DAMAGE OR DESTRUCTION OF THE PREMISES.

- (a) If the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of Tenant, the Premises are thereby rendered untenable or unusable for Tenant's purposes, this Lease shall immediately terminate, at the option of Tenant, upon written notice to Landlord.
- (b) If the Premises are damaged by fire or otherwise, but in the reasonable opinion of Tenant is not rendered totally untenable and unusable, upon being notified to do so by Tenant or its duly authorized agent, Landlord shall repair and restore the Premises as promptly as possible to their former condition, in which event there shall be a proportionate abatement of all Rent and other payments otherwise due to Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by Tenant during such period. If Landlord fails to make all repairs, replacement, restoration, or renovation as required in this subsection, or as otherwise required in this Lease where no other remedy is expressly provided, within a reasonable time after written notice to Landlord, then Tenant may choose either option (i) or (ii) below:
 - (i) Tenant may undertake with its own resources to repair, replace, restore or renovate the Premises and may deduct the reasonable costs of the repairs, replacement, restoration, and renovation from the Rent or other payments otherwise due to Landlord under the terms of this Lease, or any renewal or extension thereof, or Tenant may collect all such costs from Landlord in any manner provided by law, if Landlord has not paid for such repairs within 30 days after receipt of billing therefor from Tenant; or
 - (ii) Tenant may terminate this Lease by giving fifteen (15) business days written notice to Landlord. No notice of termination shall be given by Tenant under this subsection if Landlord, or its agents, has physically commenced repairs, replacement, restoration or renovation, and the work is being diligently and continuously pursued to completion in a professional and workmanlike manner.

- 8. ALTERATIONS BY THE TENANT.** Tenant, at its sole cost and expense, may make alterations and additions to the Premises as Tenant deems proper. Tenant, however, shall not make any structural alterations of the roof, foundation or exterior walls without the

prior written consent of Landlord, unless made pursuant to Section 7(b)(i). Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as Tenant may deem proper and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant. Upon termination of this Lease, Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Tenant at its expense. If Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal.

9. **UTILITIES AND SERVICES; INSURANCE; TAXES.**

- (a) Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial, interior trash removal, and telephone service to the Premises. If Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of these utilities or services, then Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease or any renewal or extension thereof, either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to Landlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by Landlord.
- (b) Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.
- (c) Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities.

10. **CONDITION OF COMMON AREAS.** Landlord, at Landlord's sole expense, shall maintain in a good, clean and safe condition, all common areas and common facilities, including all hallways, walkways, parking areas, and all related exterior lighting, to be used by Tenant in common with other tenants. If Landlord fails to maintain such areas or facilities in a good, clean and safe condition, or to make all repairs and/or improvements within a reasonable time after written notice, then Tenant may terminate this Lease or proceed to make repairs or improvements, pursuant to the provisions of Section 6(f).

11. **ACCESSIBILITY BY PERSONS WITH DISABILITIES.**

- (a) In addition to any other requirements or covenants in this Lease, and at all times during the Term, option and any renewal terms, Landlord covenants that, as to the Premises, the common areas and the parking facilities of the Building, it has fully complied, or will comply, to the fullest extent required by law, with:
- (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended, and
 - (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the more restrictive of the two shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and common areas, including parking facilities, shall be undertaken by Landlord in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

Tenant may discover that an element of the Premises, or the construction or design of the Premises, as well as the other facilities areas noted above, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA. In such event, Tenant shall promptly notify Landlord (or Landlord's agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance.

Should the Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance which the Tenant deems acceptable, or, alternatively, fail to convince the Tenant that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of the Landlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Tenant may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the rents or other sums then otherwise due Landlord under the terms of this Lease, option and any renewal terms, or may terminate this Lease by giving three months' written notice to Landlord.

- (b) The foregoing provisions of this Section, as applied to Landlord, shall not apply to trade fixtures used or installed by Tenant or Tenant's layout of such trade fixtures.

12. DISCLOSURES; NON-WAIVER; APPROPRIATIONS.

- (a) Landlord understands and acknowledges that Tenant is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth and Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
- (b) Landlord understands and acknowledges that Tenant has not agreed to provide any indemnification or save harmless agreements running to Landlord. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, or of Tenant, from tort or other liability.
- (c) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.
- (d) Notwithstanding any other provision of this Lease, if Tenant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for the purpose and use for which same are leased, then this Lease and all responsibility or obligations of Tenant under this Lease shall terminate. In such event, Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the termination of this Lease and the anticipated termination date, but failure to give such notice shall not affect the termination.
- (e) Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Lease, this Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

13. REPORT OF OCCUPANCY.

- (a) Tenant shall, within 15 days after receipt of a written request by Landlord, submit to Landlord, or its designee, a written Report of Occupancy specifying: (i) the date of possession of the Premises by Tenant and the date on which the Lease terminates, (ii) whether this Lease is in full force and effect, (iii) the annual Rent, (iv) whether there have been any modifications to the Lease, and if there have been, a description of all such modifications, and, (v) whether Tenant has knowledge of any default hereunder on the part of Landlord, or if it does have such knowledge, a description of any such default.
- (b) The issuance of a report requested under subsection 13(a), or any errors or omissions in such report: (i) shall not operate as an estoppel against either the Commonwealth of Virginia or Tenant, (ii) shall not form or provide any basis for liability against the Commonwealth or Tenant, and (iii) shall not operate as a waiver of any rights or defenses that may be available to the Commonwealth or Tenant either at that time or in the future.

14. **CONDEMNATION.**

- (a) Landlord shall give immediate notice to Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises.
- (b) In the event that any portion of the Premises, or any portion of the Building, is taken by eminent domain, or sold to the holder of such power pursuant to a threatened taking, this Lease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of: (i) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession. In the event of a taking, Tenant assigns to Landlord any rights that Tenant may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, Tenant's fixtures, moving expenses and allowances.

15. **NOTICES.**

- (a) All notices to the Tenant required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Tenant addressed to:

Germanna Community College
2130 Germanna Highway
Locust Grove, VA 22508

- (b) All notices to the Landlord required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Landlord addressed to:

_____ (Landlord Name)
_____ (Landlord Address)

- (c) Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.
- (d) Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 17(a) or Section 17(b), as appropriate.
- (e) Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

16. BINDING EFFECT; AMENDMENTS. The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. This Lease shall not be effective or binding unless and until signed by all parties, and all appropriate approvals are obtained pursuant to Sections 2.2-1149 and 23-38.88 of the Code of Virginia (1950), as amended.

17. DEFAULT.

- (a) The termination of this Lease by Tenant pursuant to the provisions contained herein shall not be a default hereunder.
- (b) If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to

the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

18. **PRESUMPTIONS.** No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to Virginia Code Section 17.1-223.
19. **ASSIGNMENT.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, except that Tenant may assign this Lease to any other agency of the Commonwealth of Virginia without Landlord's consent.
20. **HEADINGS.** The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
21. **ADDITIONAL PROVISIONS.** This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this Deed of Lease:

Attachments: _____

Exhibits: _____

Riders: _____

_____ NONE (Check if NONE)

[Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

LANDLORD: _____ [ALL CAPS]
a Virginia corporation / limited partnership / limited liability
company

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Lease was acknowledged before me this _____ day of _____,
20____ by _____ acting in his/her capacity as
_____ of _____ [insert name of
corporation, partnership etc.] on behalf of the _____ [corporation,
partnership etc].

My commission expires: _____

Notary Public

TENANT: COMMONWEALTH OF VIRGINIA, GERMANNA
COMMUNITY COLLEGE, ON BEHALF OF THE
STATE BOARD FOR COMMUNITY COLLEGES

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Lease was acknowledged before me this _____ day of _____,
20_____ by _____ acting in his/her capacity as
_____ of _____
COMMUNITY COLLEGE.

My commission expires: _____

Notary Public

OFFICE OF THE ATTORNEY GENERAL

Approved as to form:

By: _____
Assistant Attorney General

General Terms and Conditions

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”
- B. **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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth 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)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), 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.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do 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.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) 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.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia 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 the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's AND RFP's**

(For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) 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.

J. **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. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. 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.
- e. **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).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before

request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, 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.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. 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.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror 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.
3. 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. The Commonwealth of Virginia 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.

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

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

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. **NONDISCRIMINATION OF 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 unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

