



# Request for Proposal

## Roanoke Valley-Alleghany Region Septic Pump-out Program

Date of Issue: August 29th, 2025

Due Date: September 15<sup>th</sup>, 2025

Direct all inquiries regarding this RFP to: Terra Famuliner

## Welcome

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The Roanoke Valley-Alleghany Regional Commission (RVARC) recognizes the impact of unmanaged residential septic systems on water quality degradation and home safety. Building on successful pilot pump-out programs in Roanoke and Botetourt Counties, we aim to create a regional initiative that enhances service delivery through a "bench" of qualified pump-out service providers. This bench concept connects applicants to service providers best suited in terms of proximity, workload capacity, and readiness. By establishing a bench of providers, each with distinct capacities, service areas, and local expertise, we ensure that our program remains flexible, efficient, and capable of meeting the needs of our communities. The selected providers will be tasked with locating and uncovering septic tanks, conducting pump-outs, and disposing of the contents while reporting activities to RVARC.

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## I. Purpose

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Onsite residential septic systems have been identified as a potential source of nutrient pollution that can contribute to water quality degradation. Septic systems should be pumped every three to five years to ensure that systems are operating optimally and not leaching excess nutrients into groundwater. Unmaintained septic systems can also cause backups into homes or overflows into drainage fields. These issues may require costly repairs to mitigate and can have a harmful impact on the surrounding environment. By providing funding for residents to complete pump-outs, water quality impacts will be alleviated, and homes will have more functional decentralized wastewater systems.

The Roanoke Valley-Alleghany Regional Commission has successfully implemented two pilot pump-out programs in the region, in Roanoke and Botetourt Counties. As part of efforts to build upon the existing pump-out programs, RVARC is seeking a bench of qualified pump-out servicers. The hope is to build a more flexible, efficient, and evolving program to better provide pump-outs to our communities and region. Forming a Bench of pump-out providers with varying capacities, service areas, and local knowledge, will help RVARC connect the right servicer to an applicant. RVARC hopes to use the bench to expand service area beyond providing pump-outs just one community at a time but instead to serve the entire region.

## II. Background

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The Roanoke Valley-Alleghany Regional Commission is a Planning District Commission in the western portion of Virginia, consisting of the Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; the Cities of Covington, Roanoke, and Salem; and the Towns of Clifton Forge, Rocky Mount, and Vinton. As one of Virginia's Planning District Commissions, RVARC provides a space for collaboration at both the local and state levels. RVARC provides grant application assistance, management services for program implementation, and land use planning services and mapping for member governments. Additionally, RVARC plays a role in transportation planning for the region, staffing the Roanoke Valley Area Transportation Planning Organization and doing transportation demand management work.

## III. Scope of Services

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The Contractor shall be readily available to perform septic tank pump-outs as requested by the Grant Administrator. Pump-out applications will be handled by RVARC and forwarded to the selected service provider for fulfillment. RVARC will assign the applicant to an appropriate contractor based on predefined criteria such as geographical proximity, workload capacity, and readiness to serve customers. This may look like making contact with customer within 7 days

and a completed pump-out within 3 weeks. The structure of the program may cause for pump-outs to be approved in groups, which will make needed pump-out work unevenly distributed across the project timeline. Additionally, coordination and collaboration across the Bench will be required.

**Project Deliverables.** Successful providers will be expected to provide the following services to homeowners of property located in the Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; Cities of Covington, Roanoke, and Salem; Towns of Clifton Forge, Rocky Mount, and Vinton. While each service provider is not required to cover all areas, the goal is to ensure comprehensive coverage across all identified regions. Please recognize that at the time of this offer, the services below will be required for the counties of **Roanoke, Botetourt, and Craig.**

1. Locating and uncovering septic tank
2. Septic Tank Pump-out
3. Disposal of pump-out contents
4. Report completed septic tank pump-outs to the RVARC

Additional costs for travel may be included. However, any other additional costs, such as tanks deeper than three feet, will not be covered and may fall on the responsibility of the homeowner.

At this time of this offer, RVARC has identified 2 funding sources for a total of approximately \$100,000 to cover the costs of pump-outs across **Roanoke, Botetourt, and Craig Counties.** Additional funding may become available over the life of the program to provide additional services.

## IV. Procurement Schedule

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Advertised August 29<sup>th</sup>

Due date September 15<sup>th</sup>

An award notification will be made on 09/17/2025 via posting on the Commission website at [rvarc.org](http://rvarc.org). Any additional information, throughout the process, will also be posted on the Commission website at [rvarc.org](http://rvarc.org).

## V. Contract Term

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October 1, 2025 – October 1, 2026

Contracts may be automatically renewed annually for two successive periods, contingent on funding and satisfactory service delivery. Future funding will primarily draw from grants and regional budgets, with the potential addition of new financial sources as they become available.

## VII. Evaluation Criteria

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The Grant Manager and other, relevant staff at RVARC will review proposals. An interview with prospective bidders may be requested prior to final selection. Bids will be evaluated based on the ability to complete the tasks outlined in the Scope of Services and cost estimates submitted. Additionally, bidders will be evaluated on their ability to serve the geographical areas of the Roanoke Valley-Alleghany Regional Commission's service area.

## VI. Proposal Submission Requirements

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Proposals must be received at the following location by September 15<sup>th</sup> by 5:00pm

Roanoke Valley-Alleghany Regional Commission  
313 Luck Avenue SW  
Roanoke, VA 24016

Proposals may also be submitted by email to Terra Famuliner at [tfamuliner@rvarc.org](mailto:tfamuliner@rvarc.org).

Include the following information within your quote:

**Experience.** The Bidder should provide a short summary describing experience related to the type of work that has been outlined in the Scope of Work section. The Bidder should provide information about previous experience working with similar programs and contracts, if applicable.

**Cost/rate.** The Bidder should share information about all costs associated with completing a septic tank pump-out. This includes pump-out fees, disposal fees, and any other costs that would be invoiced to the RVARC.

**Proof of appropriate licenses and certifications.** The Bidder shall provide information confirming the Bidder's status of holding the proper and required licenses, permits,

certifications, and any other documents required for completing residential onsite septic tank pump-outs, such as:

1. An Onsite Sewage System Operator license (individual must possess license or must work for a licensed OSS Operator who is liable for the work performed). (Required)
2. Sewage Handling Permit obtained from Virginia Department of Health (VDH). (Required)
3. A Waste Hauler Permit is obtained from the waste treatment facility in which the Bidder is dumping. (Required)

**Organization, Size, Structure, and Areas of Practice.** The Bidder should describe its organization's:

1. Size
2. Structure
3. Areas of practice, and areas within the RVARC's service area not willing to serve
4. Office location(s)
5. Small or minority-owned business status

#### **ADDITIONAL REQUIREMENTS**

**Invoicing.** The Bidder will directly invoice the RVARC for all approved costs associated with completing a septic tank pump-out. Payment to the Bidder will be given by the RVARC after work has been completed.

**Insurance.** Contractor agrees to obtain and maintain all appropriate and adequate insurance coverages against liability for injury to persons or property from any and all activities undertaken by the Contractor and associated with the Scope of Work. The Bidder shall include Certificates of Insurance (COI) for general liability, automobile liability, worker's compensation, umbrella or excess coverage, and pollution for the following minimum amounts in the bid package.

1. General Liability – Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
2. Automobile Liability – Coverage in the amount of at least \$1,000,000 per accident.
3. Worker's Compensation – At least statutory
4. Umbrella or Excess Coverage – At least \$1,000,000.
5. Pollution – At least \$1,000,000.

RVARC should be included as an additional insured on the Bidder's COI.

## Attachment A: Required General Terms and Conditions

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**A. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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). The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

**B. ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to RVARC 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).

No person in the United States may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT. The RVARC is in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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.

- i) 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.
  - ii) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2) No person in the United States shall, on the grounds of race, color, or national origin, be 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.

**C. 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.

**D. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with RVARC, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**E. DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

**F. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to RVARC 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 RVARC under said contract.

**G. MANDATORY USE OF FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**

MEMBER GOVERNMENTS: Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; Cities of Covington, Roanoke, and Salem; Towns of Clifton Forge, Rocky Mount, and Vinton. [www.rvarc.org](http://www.rvarc.org)

1. (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, RVARC reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

**H. 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 an addendum issued by the buyer.

**I. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of RVARC.

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

**K. TAXES:** Sales to RVARC are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

**L. DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000: 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.

**M. 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.

**N. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the RVARC shall be bound hereunder only to the extent that funding is available or may hereafter become legally available for the purpose of this contract.

**O. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

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

## Attachment B: Special Terms and Conditions

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**1. CHANGES TO THE RATES ON THE PRICE SCHEDULE:** Rates may be revised by mutual agreement of the Roanoke Valley-Alleghany Regional Commission (RVARC) and the Offeror 60 days prior to the renewal period's starting date. If RVARC elects to exercise the option to revise rates for the two one-year renewal periods the contract prices for the increase shall not exceed the contract prices stated for the second year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available. The Offeror shall convey in writing its request to raise/lower prices to RVARC no later than 60 days prior to the renewal period's starting date. Applications for price increases shall be substantiated in writing with the request. RVARC shall have sole discretion in its decision to allow price increases.

**2. RENEWAL OF CONTRACT:** This contract may be renewed upon the written agreement of both parties for two successive one-year periods, under the terms of the current contract, at approximately 60 days prior to the expiration.

**3. CANCELLATION OF CONTRACT:** RVARC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Offeror. After the initial one-year contract period, the resulting contract may be terminated by either party, without penalty, upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

**4. AUDIT:** The Offeror shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, RVARC, and its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**5. KEY PERSONNEL/SUBCONTRACTOR:** People identified in terms of this RFP as "key personnel" who will work on the service contract must continue to work on this contract for its duration, so long as they continue to be employed by the Offeror, unless removed from work on this RFP and/or any subsequent purchase order resulting from this RFP. RVARC will provide written justification to the Offeror when approval is not granted. RVARC will provide the Offeror with copies of all written approvals.

**6. PRIME OFFEROR RESPONSIBILITIES FOR SUBCONTRACTS:** No portion of the work shall be subcontracted with a subcontractor not already included on the contract without a prior request from the Offeror and written consent of the RVARC Procurement Manager. In the event that the Offeror desires to subcontract some part of the work specified herein, the

Offeror shall furnish the Procurement Manager and Program Manager with the names, qualifications, and experience of their proposed subcontractors. The Offeror shall, however, remain fully liable and responsible for the work to be done by its subcontractors and shall ensure compliance with all requirements of the contract.

**7. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS:** The Offeror must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by RVARC.

**8. CLAIMS:** The Offeror shall be responsible for all damage and expense to person or property caused by its negligent activities, including, without limitation, those which it chooses to deliver through its subcontractors, agents, or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Offeror shall defend and hold harmless the Commonwealth of Virginia, RVARC, its officers, agents, employees, and any other authorized users from and against any and all damages, claims, suits, judgments, expenses, actions, and costs of every name and description caused by any negligent act or omission in the performance by the Offeror, including, without limitation, those which it chooses to deliver through its subcontractors, agents, or employees, of the services under this Agreement.

**9. CONTRACTUAL CLAIMS AND DISPUTES:** Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the Code of Virginia. Claims shall be submitted to the Director of RVARC, who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the CFO of RVARC, who will make a decision within 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

**10. ADVERTISEMENT:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to RVARC will be used in product literature. The Offeror shall not state in any of its advertising or product literature that RVARC has purchased or uses any of its products or services, and the Offeror shall not include RVARC in any client list in advertising and promotional materials.

**11. INTELLECTUAL PROPERTY RIGHTS:** RVARC shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property includes all inventions subject to the United States (U.S.) Patent System. This shall be inclusive but not limited to, new processes, materials, compounds, and chemicals, and all creations subject to the U.S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases. Furthermore, RVARC shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals shall recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State

statutes and agency rules on the release of public records, and data confidentiality. All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to RVARC. Neither RVARC nor the Offeror intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a "joint work" under the copyright laws. In the case that either in whole or part of any such copyright material is not deemed work made for hire, or is deemed a joint work, then Offeror agrees to assign and does hereby irrevocably assign its copyright interest therein to RVARC. RVARC may reasonably request documents required for the purpose of acknowledging or implementing such assignment. The Offeror warrants that no individual, other than regular employees and subcontractors of the Offeror, RVARC regular employees, agents, or assigns, or additional users, while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such an individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to RVARC either directly or through the Offeror. RVARC shall have all rights, title, and interest in or to any invention reduced to practice pursuant to this contract. The Offeror shall not patent any invention conceived in the course of performing this contract. The Offeror hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by RVARC, the remedies of the Offeror shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by RVARC shall have the effect of rescinding the provisions of this section. RVARC is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Offeror for which RVARC has fully paid the Offeror as the contract is completed or as the contract is terminated for any reason. Copyright or pre-existing work of the Offeror shall remain the property of the Offeror. The Offeror grants to RVARC a perpetual, royalty-free, irrevocable, worldwide, nonexclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to RVARC pursuant to this section. Notwithstanding anything herein to the contrary, RVARC acknowledges that as part of the Offeror's provision of services hereunder, the Offeror may license third-party software or acquire proprietary works of authorship (collectively referred to as "products"), which have been developed by third parties. RVARC must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the Offeror, and RVARC agrees that these products will remain the sole property of the third party. The Offeror shall grant RVARC a license to use all software developed by the Offeror under this contract in other applications within Virginia as RVARC sees fit. Should the Offeror desire to reuse software developed under this contract for other projects (both RVARC contracts and others), RVARC must be notified in writing 60 days prior to such use. Furthermore, RVARC shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to RVARC releasing software rights. Typically, RVARC prefers increased software capabilities and/or functionality instead of monetary compensation.

**12. PATENT RIGHTS:** If any invention, improvement, or discovery of the Offeror or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this

project which an invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Offeror shall immediately notify RVARC and provide a detailed report. The rights and responsibilities of the Offeror, its subcontractors, and RVARC with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

**13. PROTECTION OF PERSONS AND PROPERTY:**

- A. The Offeror expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Offeror's operation in connection with the work.
- B. The Offeror shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- C. The provisions of all rules and regulations governing safety, as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, shall apply to all work under this contract.
- D. The Offeror shall continuously maintain adequate protection of all work from damage and shall protect the owner's property from injury or loss arising in connection with this contract.
- E. The Offeror should make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. The Offeror shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Offeror shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authorities, local conditions, any of the contract documents, or erected for the fulfillment of his obligations for the protection of persons and property.
- F. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Offeror, without special instruction or authorization from the owner, shall act, at its discretion, to prevent such threatened loss or injury. Also, should the Offeror, to prevent threatened loss or injury, be instructed or authorized to act by the owner, the Offeror shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Offeror on account of any emergency work shall be determined as provided by Attachment A – Required General Terms and Conditions.

**14. MANNER OF CONDUCTING WORK AT JOB SITE:** All work shall be performed according to the industry standards and to the complete satisfaction of RVARC.

- A. The Offeror shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of RVARC.
- B. Sexual harassment of any employee, RVARC, or Offeror, will not be tolerated and is to be reported immediately to the RVARC Executive Director. All work to be conducted by the Offeror in any facility shall be coordinated in advance with the RVARC Project Manager. If applicable, the Offeror shall coordinate his/her work efforts with other

existing Offeror/agency work efforts through the RVARC Program Manager. All Offeror work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M., unless otherwise approved by the RVARC Project Manager.

**15. POLICY OF EQUAL EMPLOYMENT:** RVARC is an equal opportunity/affirmative action employer. RVARC encourages all vendors to establish and maintain a policy to ensure equal opportunity employment.

**16. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that 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 required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized.

Indicate the above information in Attachment I – SCC Form. Offeror agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation, Attachment I - SCC Form) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of the Offeror's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Offeror as demonstrating compliance.

## Attachment C: State Corporation Commission Form

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### State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The Offeror:

Is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ -OR

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust 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 Virginia before they become contracts, and not counting any incidental presence of the Offeror 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 Offeror's out-of-state location) -OR

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1- 757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

[ ] Check this box if you have not completed 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 proposals. The Commonwealth reserves the right to determine in its sole discretion whether to allow such a waiver.