



**RICHMOND REGIONAL PLANNING DISTRICT COMMISSION (PlanRVA)**

# **REQUEST FOR PROPOSALS**

## **Procurement for Professional Audit Services**

**RFP 2026-04**

**Posting Date: February 10, 2026  
Proposals Due: 12pm, March 11, 2026**

# REQUEST FOR PROPOSALS

Richmond Regional Planning District Commission  
(PlanRVA)

<b>Posting Date</b> February 10, 2025	<b>Issued By</b> Richmond Regional Planning District Commission (PlanRVA) 424 Hull Street, Suite 300 Richmond, VA 23224
<b>RFP No.</b> RFP 2026-04	
<b>Title</b> Procurement for Professional Audit Services	<b>PlanRVA Website</b> <a href="http://PlanRVA.org">PlanRVA.org</a>
<b>Contract Period</b> 12 months; up to 5 consecutive 1-year renewals	<b>RFP Webpage</b> <a href="#">PlanRVA Procurement</a>
	<b>Contact Information</b> Finance@planrva.org
<b>PROPOSAL DEADLINE</b> March 11, 2026, 12:00 PM	

## PURPOSE

The Richmond Regional Planning District Commission (PlanRVA) is soliciting proposals from qualified Offerors for the procurement of professional audit services. A single CPA firm will be selected to conduct an annual financial audit for PlanRVA in accordance with applicable auditing standards and federal requirements, and to provide related financial reporting support.

## INQUIRIES

Requests for interpretation, the nature and type of services sought, and requests for substitutions must be submitted *via email* to [finance@planrva.org](mailto:finance@planrva.org). Please include the RFP number in the subject line in order to facilitate a timely response. Formal clarifications to the RFP will be made only by publicly posted addenda. Answers to informal inquiries are advisory only.

## ADDENDA

Any addenda will be posted on PlanRVA's website at [planrva.org/home/about-the-commission/purchasing-and-bids](http://planrva.org/home/about-the-commission/purchasing-and-bids). All signed addenda must be returned with a proposal.

## SUBMISSION

Proposals *must be submitted electronically* in PDF format via the Commonwealth of Virginia's eProcurement Portal, eVA. Offerors must be registered in eVA in order to submit a proposal.

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# REQUEST FOR PROPOSALS

## Procurement for Professional Audit Services

### 1 Overview

#### 1.1 Purpose

PlanRVA (hereinafter collectively referred to as “the Organization”) is soliciting proposals for the procurement of professional services from qualified firms of Certified Public Accountants (herein after referred to as the “Offeror”). The selected Offeror will conduct year-end audits for the organization annually in accordance with generally accepted auditing standards and the provisions of the Uniform Guidance and will provide professional advice and counsel as may be required throughout the year.

#### 1.2 Background

PlanRVA is one of 21 Planning District Commissions (PDCs) in Virginia and represents 9 local governments in the Richmond region. These local jurisdictions include Ashland, Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, and Richmond.

PDCs were established by the Virginia General Assembly in 1968 under the Virginia Area Development Act (Code of Virginia, Title 15.2, 2210; revised and retitled the Regional Cooperation Act in 1995). The state was organized into districts based on the community of interest among its counties, cities and towns. Each PDC was created as a political subdivision of the Commonwealth and chartered under the Regional Cooperation Act by the local governments of each planning district. As such, they are a creation of local government encouraged by the state.

PlanRVA was formed by the local governments in our region on August 14, 1969. The statutory framework for the creation of planning district commissions recognized that they would be voluntary associations of local government intended to foster regional cooperation. The intention was to provide a forum for state and local governments to address issues of a regional nature, things of greater than local significance.

PlanRVA is comprised of elected officials and citizens who address mutual challenges and develop solutions for our Region.

For more information about the Organization, please visit our website:

[PlanRVA.org/home/about-the-commission](http://PlanRVA.org/home/about-the-commission)

### 1.3 Procurement Authority

This Request for Proposals (“the RFP” or “the Solicitation;” for definitions, see Exhibit A) is issued pursuant to the Virginia Public Procurement Act (VPPA), § 2.2-4300 et seq. of the Code of Virginia of 1950, as amended, and other applicable state and federal procurement regulations. All procedures and resulting contracts shall conform to these requirements.

### 1.4 Deadline and Anticipated Procurement Schedule

Proposals are due at 12:00 pm, local time of Richmond, Virginia, on Wednesday, March 11, 2026. Late submissions will not be considered. (See [§3.2 Proposal Submission](#) for details).

Event	Date
Solicitation Posting	2/10/2026
Pre-Proposal Questions (if any) Due	2/23/2026
<b>Proposals Due</b>	<b>3/11/2026, 12pm</b>
Intent to Award	3/31/2026

### 1.5 Contracts

A contract for the Organization (the “Contract”) will be awarded from this RFP to a single Offeror.

### 1.6 Contract Terms

The initial period of performance for the Contracts will be approximately twelve (12) months. The Organization may independently renew each Contract upon written agreement of both parties for up to five (5) successive one-year periods.

## 2 Scopes of Work

### 2.1 Organization Scope of Work

#### 2.1.1 Services

The selected firm will provide annual audit services for the Organization’s financial statements in accordance with generally accepted auditing standards as contained in

GASB, the provisions of the Uniform Guidance, and provide professional advice and counsel as may be required throughout the year. The Organization's fiscal year is July 1 – June 30.

**A. Audit Execution**

1. Conduct an independent audit of the Organization's financial statements each fiscal year.
2. Perform the audit in full compliance with GASB, Uniform Guidance, and any other applicable federal, state, or local requirements.

**B. Work Product Deliverables**

The selected firm will provide both draft and final versions of all work products, including:

1. The audited financial statements.
2. The results of the audit.
3. All required communications with the Organization's boards and management.
4. All materials delivered in PDF format.

**C. Funding Overview**

1. The audit will encompass all funds and revenue sources received by the Organization.
2. The most recent audited financial statements should be consulted for a description of the types of funding received.

Please review the Organization's audited financial statements for a description of the types of funding received: [PlanRVAorg/wp-content/uploads/PlanRVA-Financial-Statements-FY2025](https://www.planrva.org/wp-content/uploads/PlanRVA-Financial-Statements-FY2025)

**2.1.2 Schedule**

All required draft materials shall be delivered within mutually agreed-upon time frames to allow for internal review.

Final copies of the financial report and all associated audit letters shall be delivered no later than October 9 of each year.

**2.2 Full Scope Obligation**

Offerors must be prepared to complete all tasks described in the Scopes of Work (SOWs). Proposals that omit elements of the SOWs may be deemed non-responsive.

## 3 Proposal Preparation and Submission

Proposal preparation and submission requirements specific to this RFP are in this section. Offerors must also comply with the procurement process terms in *Exhibit F: RFP Terms and Conditions* and *Exhibit E: General Terms and Conditions*, which govern procedures and related compliance requirements for this RFP.

### 3.1 General Requirements

Proposals must be submitted, in the prescribed format, in accordance with the instructions and requirements contained in this RFP. Failure to do so may result in a proposal being rejected.

#### 3.1.1 Qualified Offerors and Subcontractors

Offerors must demonstrate the qualifications necessary to perform the full Scope of Work described in this Solicitation. Both prime contractors and subcontractors may be used to meet these requirements, subject to the following:

- A. Prime Contractor Qualifications.** The prime contractor must demonstrate the capacity and resources to manage the contract and deliver all required services.
- B. Use of Subcontractors.** Subcontractor qualifications and past performance may be included in the proposal to demonstrate relevant experience, provided the subcontractor's anticipated role under this contract is clearly identified.
- C. Multiple Team Participation.** Subcontractors may participate in more than one Offeror team. Prime contractors may also serve as subcontractors on other proposals.
- D. Subcontractor Changes.** Substitutions or additions of subcontractors during the contract term may be permitted with prior written approval of the Organization.
- E. Responsibility.** Regardless of subcontracting arrangements, the prime contractor will remain fully responsible for performance of the contract.

#### 3.1.2 Incorporated Exhibits and Terms

The Offeror must comply with all terms, conditions, and requirements set forth in this Solicitation, including all incorporated exhibits. By submitting a proposal, the Offeror agrees to be bound by all such terms and conditions without exception, unless explicitly stated in the proposal's Exceptions section. The Organization reserves the right to reject proposals that fail to submit all required materials and forms.

#### 3.1.3 Content Organization

Proposals must be organized by the content requirements established in [§ 3.3 Proposal Content](#). Proposals not organized in this manner risk elimination from consideration if the Evaluation Committee is unable to determine how the RFP requirements are specifically

addressed. Offerors choosing an alternative structure must include a cross-referenced table of contents linking their content to the RFP structure.

### 3.1.4 Format

- A. Simplicity.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, clarity, and relevance of content. Elaborate materials are neither required nor desired.
- B. Organization.**
1. Proposals must include page numbers, including all appendices. If the proposal is structured in a way other than the content organization described in [§3.1.3 Content Organization](#), the Offeror must include a table of contents with crossreferencing.
  2. There are no font, page limit, or margin requirements, provided the materials are reasonably legible.
- C. File Format.**
1. Proposals should be submitted as a single PDF document.
  2. All documents must be clear, legible, and allow for text search and printing.
  3. An Offeror may submit additional files in a non-PDF format as supplemental (e.g., Fee Proposal in an Excel format), as long as a PDF copy of the same content is already included in the single PDF file Proposal.

## 3.2 Proposal Submission

### 3.2.1 Deadline

The Organization will accept proposals until the date listed in [§ 1.4 Deadline and Anticipated Procurement Schedule](#).

### 3.2.2 Submission in eVA

Proposals must be submitted electronically via the Commonwealth of Virginia's eProcurement Portal, eVA (<http://www.eva.virginia.gov>). Offerors must be registered in eVA in order to submit a proposal. **Proposals submitted outside of eVA, including by email, fax, or hard copy, will not be accepted.**

### 3.2.3 Timely Submission

Proposers are solely responsible for submitting their proposals prior to the closing date. The timestamp recorded by the eVA system upon submission shall be conclusive evidence of the date and time of proposal receipt. When due to electronic failures on the part of the

Organization a submission is not received prior to the time of closing, the Organization may, in its sole discretion, allow the Offeror to submit clear and convincing evidence that the Offeror attempted, in good faith, to make submission prior to closing and accept the proposal for consideration.

### 3.3 Proposal Content

Proposals must be clearly organized and address all required content areas. The Organization will assess each proposal based on the information provided in this section and the evaluation criteria outlined in [§ 4.2 Evaluation Criteria](#). Proposals will be evaluated on the Offeror's understanding of the Scope of Work, clarity of its methodology, responsiveness to the RFP, and overall approach to delivering services. Emphasis will be placed on feasibility and alignment with the Organization's goals.

The percentages listed indicate the weight each section carries in the overall evaluation score.

#### 3.3.1 Services and Approach (30%)

Describe the Offeror's overall approach to performing the Services identified in the Scope of Work ([§2](#)).

- A. Understanding of Project Goals.** Demonstrate an understanding of the Organization's needs and the objectives of the contract.
- B. Methodology and Work Plan.** Describe how services will be delivered, including proposed workflows, technical methods, timelines, and tools.
- C. Project Management and Coordination.** Explain the Offeror's approach to managing tasks, coordinating with Organization staff, and ensuring timely completion of deliverables.
- D. Quality Control and Evaluation.** Outline procedures for maintaining quality and monitoring performance throughout the Contract Term.

#### 3.3.2 Qualifications and Experience (30%)

Provide a concise description of the Offeror's qualifications and relevant experience, including:

- A. Firm History.** Brief history, including years in business, areas of expertise, and the office location from which work will be performed.
- B. Relevant Experience.** Describe three comparable projects completed in the last five years, preferably with public sector clients. Include references with contact information (see [§3.4.2 References](#)).
- C. Structure and Ownership.** Summarize the Offeror's internal organization and ownership. Attach an organizational chart if applicable.
- D. Performance History.** Offerors must disclose any previous contracts with PlanRVA or affiliated organizations. This should include the contract title, time

period, key deliverables, and a brief summary of outcomes. The Organization may consider past performance as part of the evaluation of the Offeror's qualifications and experience.

### 3.3.3 Capabilities, Skills, and Resources (20%)

Demonstrate the Offeror's ability to perform the work by addressing:

- A. Key Personnel.** List of key members assigned to the contract, their roles, qualifications, and years of relevant experience. Include resumes.
- B. Capacity and Availability.** Discuss the Offeror's current workload and demonstrate the capacity to perform assigned tasks under this contract in a timely and responsive manner.
  1. A local office in the Richmond region is not required. Remote work is acceptable; however, Offerors should demonstrate capacity for inperson participation in fieldwork, meetings, or engagement activities as needed.
  2. Offshore or out-of-state staff may be used provided that confidentiality, data security, and performance standards are maintained.
- C. Resources and Tools.** Identify software, equipment, or other tools that will support the Offeror's work.

Proposals will be evaluated on the Offeror's technical and professional capabilities, available resources, staffing structure, and organizational capacity to successfully fulfill the contract. Proposals should clearly show how internal resources will be allocated.

### 3.3.4 Accessibility of Firm and Personnel (20%)

Describe how the Offeror and its assigned personnel will remain accessible to the Organization throughout the contract. Include:

- Anticipated availability of key staff.
- Communication practices and responsiveness.

Scoring will reflect the proximity of the firm to the project area, responsiveness to communication, and availability of key team members. Preference may be given to firms that can demonstrate ongoing accessibility throughout the contract term.

## 3.4 Proposal Appendices

### 3.4.1 Appendix A: Resumes

The Offeror must provide the resumes of the key personnel listed in the "Capabilities, Skills, and Re-sources" section of the Proposal (see [§ 3.3.3 Capabilities, Skills, and Resources](#)).

### 3.4.2 Appendix B: References

The Offeror must provide at least five (5) references. References may be from public or private sector clients, but public sector clients are preferred.

If information regarding a reference is included in the Proposal, that information should be restated in this appendix.

All references must include the following information:

- Name of client
- Address
- Contact Name
- Contact Title
- Email
- Phone
- Relationship
- Years of relationship

### **3.4.3 Appendix C: Forms**

The Offeror must include all Forms and their applicable attachments.

- Form 1: Offeror Information
- Form 2: Proposal Authorization by Offeror
- Form 3: Acknowledgement of Addenda
- Form 4: Certification of Compliance with Immigration Laws and Regulations
- Form 5: Litigation Disclosure
- Form 6: Lobbyist Disclosure

### **3.4.4 Appendix D: Proprietary Information (Optional)**

Trade secrets or proprietary information submitted by an Offeror in response to this Solicitation shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials. The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary (§2.2-4342(F) of the Code of Virginia).

- A.** ENCLOSE ALL PROPRIETARY INFORMATION IN A SEPARATE PDF TO THE PROPOSAL. THE PDF SHOULD BE LABELED AS PROPRIETARY INFORMATION.
- B.** Provide an explanation as to why the information is proprietary and protected by § 2.2-4342(F) of the Code of Virginia.
- C.** In the Proposal and the sealed Appendix for proprietary information, notate page numbers, section numbers, paragraph numbers, etc., where proprietary information should be inserted.

## 4 Evaluation and Award

### 4.1 Evaluation Process

#### 4.1.1 Evaluation Committee

An Evaluation Committee chosen by the Organization will review and score each proposal received. The Committee will evaluate proposals using standard procedures for competitive negotiation and in accordance with applicable procurement policies.

Evaluation will be based on the content descriptions [§3.3 Proposal Content](#) and the criteria listed in [§ 4.2 Evaluation Criteria](#). The evaluation process may include follow-up questions, reference checks, and requests for presentations.

The Committee will submit its recommendation to the Procurement Team, who will oversee final contract negotiations and award. If oral presentations are requested, final rankings may be adjusted based on the presentation and associated clarifications.

#### 4.1.2 Presentations

Offerors that submit a response to this RFP may be required to make an oral presentation of their proposal with participation from key personnel. These oral presentations generally include a presentation by the Offeror, followed by a period of questions and responses with the Evaluation Committee. The Organization will provide more complete instructions for presentations to selected Offerors.

### 4.2 Evaluation Criteria

Proposals will be evaluated based on the completeness, clarity, and relevance of the content submitted in accordance with [§ 3.3 Proposal Content](#). The Evaluation Committee will score each proposal using the weighted criteria in Table 4.2: Evaluation Criteria.

**Table 4.2: Evaluation Criteria**

Criteria	Scoring Percentage
Services and Approach	30%
Qualifications and Experience	30%
Capabilities, Skills, and Resources	20%
Accessibility of Firm and Key Personnel	20%
Total	100%

## 4.3 Selection and Award

One or more awards may be negotiated with the Offeror(s) deemed most qualified and advantageous to the Organization. The contents of the successful Offeror's proposal, this Solicitation, including all terms, conditions, and requirements, and any modifications made through negotiation will become part of the final contract.

### 4.3.1 Negotiations

Negotiations will be conducted in accordance with the Virginia Public Procurement Act with one or more Offerors to determine the best value Offeror(s) as set forth in this Solicitation. If a satisfactory agreement cannot be reached, negotiations may be terminated.

### 4.3.2 Selection Process

- A. **Ranking.** The Evaluation Committee will review proposals and rank the offerors based upon the evaluation criteria.
- B. **Clearly Highest Qualified.** Should the Organization 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 decision to make such award shall be made by the Procurement Team.
- C. **Shortlisting.** If multiple responsive proposals are received, a short list of the top-ranked Offerors, as determined by the Evaluation Committee, may be invited to provide oral presentations.
- D. **Interviews:** The Organization may interview two or more top-ranked offerors in order to find out additional information on offerors. Offerors may be encouraged to elaborate on their qualifications, past performance, staff expertise, or alternative concepts. At this stage, the Organization and offerors may discuss nonbinding estimates of prices for projects. Following presentations, the Evaluation Committee will finalize rankings based on all evaluation factors.
- E. **Negotiations.** At the conclusion of interviews, the Organization will select, in the order of ranked preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious, subject to the option to make an award to the Clearly Highest Qualified. Negotiations will then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Organizations can be negotiated with the best-qualified offeror at a price considered fair and reasonable, the award will be made. Otherwise, negotiations with the offeror ranked first will be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

- F. Multiple Awards.** Notwithstanding the foregoing, the Organization may award contracts to more than one offeror. If the intent is to award multiple contracts, the Organization may enter into negotiations with one or more Offerors deemed responsive and fully qualified before proceeding with the next Offeror.
  
- G. Special Provisions for Federally Funded Awards.** While time and materials contracts are common for professional services, federal regulations require a firm fixed price for such contracts. On federally funded procurements, qualifications-based selection is required for architecture and engineering professional services. All other services, regardless of whether they are considered professional under the Virginia Public Procurement Act, must be procured in accordance with the procedures applicable to non-professional services.
  
- H. No Guarantee.** The entry into negotiations does not guarantee final award of a contract. Negotiations may proceed until a contract is successfully negotiated or negotiations are terminated.
  
- I. Cancellation.** The Organization may cancel this Solicitation or reject any or all proposals at any time prior to award, without obligation to provide a statement of reasons (Code of Virginia, § 2.2-4359D).

## 4.4 Incorporation into Contract

This RFP and all its provisions, including venue, termination, and payment terms, will be incorporated into the final contract as if fully stated therein. Any exceptions to the RFP must be clearly stated in a separate “Exceptions to RFP” section of the proposal.

In the event of conflict between this RFP and any attached Exhibit, the order of precedence shall be:

- A.** Executed Contract
- B.** RFP Terms and Conditions (Exhibit F)
- C.** General Terms and Conditions (Exhibit E)
- D.** All other Exhibits.

# Exhibits

<b>Order</b>	<b>Name</b>	<b>Page</b>
A	Definitions	16
B	Nondiscrimination Contractor/Contractor/Supplier Agreement: USDOT1050.2A – Appendix A	20
C	Nondiscrimination Contractor/Contractor/Supplier Agreement: USDOT1050.2A – Appendix E	22
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# Exhibit A

## Definitions

### 1. Meanings and Precedence

Words used in this Request for Proposals (RFP) should be understood to have their ordinary or usual significance and meaning, except when they are used in the senses for which they are defined by order of precedence in this Exhibit: the Virginia Public Procurement Act, Va. Code § 2.2-4301 et seq.; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; or other related provision of law.

### 2. General Definitions

**Addendum:** A written instrument issued prior to the Proposal due date that modifies or clarifies the RFP. All addenda become part of the Solicitation and must be acknowledged by the Offeror.

**Authorized Representative:** An individual designated in writing by either party to act on its behalf for purposes of contract administration and communication.

**Confidential Information:** All reports, documents, data, communications, or other information, in any form, disclosed or made available during the performance of the work that is designated confidential or that a reasonable person would understand to be confidential based on the nature of the information and the circumstances of its disclosure.

**Contract:** The formal, binding agreement executed between the Organization and the selected Offeror, incorporating the RFP, the Offeror's proposal, all applicable attachments, and any negotiated terms or modifications.

**Contract Term:** The period during which the Contract is in effect, as specified in the RFP and subject to any authorized renewals or extensions.

**Contractor:** The entity that has a direct contract with the Organization.

**Cooperative Procurement:** A procurement by a public body with one or more other public bodies, for the purpose of combining requirements for the procurement of like goods and/or services in order to increase efficiency and/or reduce administrative expenses.

**Deliverables:** The tangible or intangible outputs or results to be provided by the Contractor under the Contract or any associated Task Order, including but not limited

to reports, plans, data, and documentation.

**Evaluation Committee:** A group of individuals designated by the Organization to review, score, and recommend proposals for award based on the evaluation criteria set forth in this RFP.

**Offeror:** A person or entity that submits a proposal in response to this Request for Proposals, and who is eligible and qualified in all respects to supply the required goods and/or perform the required services under the resulting contract.

**Organization:** Refers to Richmond Regional Planning District Commission (PlanRVA), its affiliated entities, and any other public body authorized to utilize the resulting contracts.

**Personally Identifiable Information (PII):** Information that can be used to distinguish or trace an individual's identity, such as names, addresses, social security numbers, and other identifiers, alone or when combined with other personal or identifying data.

**Pre-Proposal Conference:** An in-person or virtual meeting, either mandatory or optional as specified in the RFP, held before the proposal deadline to provide information and allow Offerors to ask questions and seek clarification.

**Presentation:** A formal meeting in which selected Offerors may be asked to verbally present their proposals to the Evaluation Committee, respond to questions, and provide additional information.

**Procurement Team:** The PlanRVA staff designated by the Organization to manage the procurement process, serve as the point of contact for Offerors, and administer any resulting contracts. Contact via email at [Finance@PlanRVA.org](mailto:Finance@PlanRVA.org).

**Proposal:** A complete written response submitted by an Offeror in reply to this RFP. A proposal includes all required documentation, forms, and content necessary for evaluation under the stated criteria.

**Request for Proposals (RFP):** This document, including all sections, attachments, exhibits, and addenda, which outlines the Organization's requirements and solicits competitive proposals for goods and/or services.

**Responsible Offeror:** A person or entity who has the capability, in all respects, to fulfil the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.

**Responsive Offeror:** A person or entity who has submitted a proposal that conforms in all material respects to the RFP.

**Scope of Work (SOW):** The detailed description of the goods and/or services, tasks, and deliverables required under the contract or a specific Task Order. The Scope of Work defines the expectations, roles, and responsibilities of the Contractor.

**Services:** All work, deliverables, goods, supplies, consulting, planning, analysis, or related activities performed by a Contractor under this Contract or any associated Task Order.

**Solicitation:** see *Request for Proposals (RFP)*.

**Subcontractor:** Any entity that has a contract to supply labor, materials, or services to the Contractor, or to any subcontractor, in the performance of the work provided for in such contract.

**Work Plan:** A structured outline describing how the Offeror intends to perform the required goods and/or services, including timelines, deliverables, staffing, and technical approach.

**Work Product:** All materials, reports, documents, analyses, data sets, graphics, plans, and other outputs produced or developed by the Contractor in the performance of its obligations under the Contract.

### 3. Task Order Contracts

The following definitions apply to RFPs resulting in Task Order contracts.

**On-Call Services:** Nonprofessional and/or professional services provided under a contract in which the contractor performs work on an as-needed basis through individually authorized Task Orders. There is no guarantee of work or funding under an on-call arrangement.

**Request for Task Order Proposal (RTOP):** A written request issued by the Organization to one or more on-call contractors, soliciting a proposal to perform specific nonprofessional and/or professional services under the contract.

**Task Group:** A defined category of related nonprofessional and/or professional services listed in this RFP. Offerors may submit proposals for one or more Task Groups. Each group represents a functional area in which services may be requested via Task Orders.

**Task Order:** A written agreement issued under a contract that authorizes the contractor to perform specific nonprofessional and/or professional services or tasks. Each Task Order defines the scope, schedule, compensation, and deliverables associated with the assigned work.

**Task Order Proposal:** A written response submitted by the contractor in reply to a specific request from the Organization, outlining proposed work, staffing, cost, and timeline for a Task Order.

**Tasks:** Specific units of work or deliverables to be performed under a Task Order, typically defined by scope, timeline, and budget.

## 4. Professional Services Contracts

The following definitions apply to RFPs resulting in professional services contracts.

**Licensed Professional:** An individual who holds a current, valid license issued by the Commonwealth of Virginia to perform professional services as defined in § 2.2-4301 of the Virginia Public Procurement Act.

**Professional Services:** Services defined under § 2.2-4301 of the Virginia Public Procurement Act to include work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

# Exhibit B

## Nondiscrimination Contractor/Contractor/Supplier Agreement: USDOT 1050.2A – Appendix A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the

(Recipient) or the (Name of Appropriate Administration), as appropriate, and shall set forth what efforts it has made to obtain the information.

- 5. Sanctions for Noncompliance:** In the event of the contractor's
5. noncompliance with the nondiscrimination provisions of this contract, the
5. (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
  
- 6. Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# **Exhibit C**

## **Nondiscrimination Contractor/Contractor/Supplier Agreement: USDOT 1050.2A – Appendix E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et. seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “pro-grams or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in
- Minority Populations and Low-Income Populations, which ensures non-
- discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (79 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from dis-criminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)

# Exhibit D: General Terms And Conditions

## 1. *PlanRVA Purchasing Philosophy*

This solicitation is subject to the provisions of the PlanRVA Purchasing Philosophy and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. Please visit our website for more information: [PlanRVA.org/home/about-the-commission/contractors-suppliers-vendors](https://PlanRVA.org/home/about-the-commission/contractors-suppliers-vendors)

## 2. Applicable Laws and Courts

This solicitation and any resulting contract is 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 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.

## 3. Anti-Discrimination

By submitting their proposals, offerors certify to the Organization 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). The Organization does not discriminate against faith-based organizations in its procurements. However, if an 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, sexual orientation, gender identity 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- 4343.1(E)). In every contract over \$10,000, the provisions in 1 and 2 below apply:

A. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, 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.
2. 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.
3. 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.

4. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing goods and/or services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
5. The requirements of these provisions 3.A and B are a material part of the contract. If the Contractor violates one of these provisions, the Organization may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment regardless of whether the specific contract is terminated.
6. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods and/or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

B. The contractor will include the provisions of 3.A in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

#### 4. Ethics In Public Contracting

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, goods, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### 5. Immigration Reform And Control Act of 1986

Applicable for all contracts over \$10,000 in value: By entering into a written contract with the Organization, the Contractor certifies that the Contractor does not, and shall not, during the performance of the contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### 6. Debarment Status

By participating in this procurement, the vendor certifies that it is not currently debarred by the Commonwealth of Virginia or any political subdivision 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.

#### 7. Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Organization 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

and/or services purchased or acquired by the Organization under said contract.

## 8. Mandatory Use of Organization Forms

Failure to submit a proposal on the official Organization forms provided for that purpose may be a cause for the rejection of the proposal.

## 9. Payment

### A. Payment to the Prime Contractor.

1. 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:
  - a. the PlanRVA contract number and/or purchase order number; and
  - b. the contractor's Taxpayer Identification Number (TIN) for individuals, or the federal Employer Identification Number (EIN) for proprietorships, partnerships, and corporations.
2. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after invoice or delivery, whichever occurs last, in accordance with Va. Code § 2.2-4352. This shall not affect offers of discounts for early payment.
3. All goods and/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.
4. 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. 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 resolved in accordance with the Code of Virginia, § 2.2-4363 and -4364. 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).

### B. Payment to Subcontractors.

1. Within seven (7) days after the contractor's receipt of payment from the Organization, a contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. 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 Organization, 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 Organization.

3. The Organization encourages contractors and subcontractors to accept electronic and credit card payments.

## 10. Precedence of Terms

The following General Terms and Conditions, applicable laws and courts, anti-discrimination, ethics in public contracting, Immigration Reform and Control Act of 1986, debarment status, antitrust, mandatory use of organization forms and terms and conditions, clarification of terms, and 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 apply.

## 11. Qualifications of Offerors

The Organization may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the goods and/or services and the offeror shall furnish to the Organization all such information and data for this purpose as may be requested. The Organization reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Organization that such offeror is properly qualified and suitable to provide the goods and/or services contemplated herein.

## 12. Testing And Inspection

The Organization reserves the right to conduct any test/inspection it may deem advisable to assure goods and/or services conform to the specifications.

## 13. Assignment Of Contract

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Organization.

## 14. Changes To The Contract

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods and/or services to be provided shall be of a sort that is ancillary to the contract goods and/or services, or within the same broad product or service categories as were included in the contract award. Any 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. No fixed-price contract may be increased by more than twenty-five percent (25%) of the contract amount or \$50,000, whichever is greater, without advance written approval of the PlanRVA Commission.
- B. The Organization 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 goods to be provided and/or 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Organizations of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Organization's written decision affirming, modifying, or revoking the prior written notice. If the Organization decides to issue a

notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Organization a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. 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 Organization's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. 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 Organization with all vouchers and records of expenses incurred and savings realized. The Organization 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 Organization within thirty (30) days or as otherwise agreed, from the date of receipt of the written order from the Organization. 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 PlanRVA's policies and procedures. 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 Organization or with the performance of the contract generally.

## 15. Default

In case of failure to perform in accordance with the contract terms and conditions, the Organization may terminate this agreement after verbal or written notice without penalty. Upon termination the Organization may procure the goods and/or services contracted 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 Organization may have.

## 16. Termination For Convenience

The Organization may terminate this contract, in whole or in part, for its convenience at any time by providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall immediately stop all work and take all reasonable steps to minimize costs. The Organization shall be liable only for payment for goods and/or services satisfactorily performed up to the date of termination. No payment shall be made for anticipated profit on unperformed work or other consequential damages.

## 17. Insurance

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror further certifies that it and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### **Minimum Insurance Coverages and Limits:**

- A. 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 Organization 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.
- B. Employer's Liability.** \$100,000.
- C. Commercial General Liability.** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Organization shall be added as an additional insured to the policy by an endorsement.
- D. Automobile Liability.** \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Organization is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)
- E. Professional Liability / Errors and Omissions (for Professional Services contracts only).** Minimum coverage of \$1,000,000 per claim, with \$2,000,000 aggregate. Coverage shall be maintained for a period of at least three years following completion of the contract.

## 18. Announcement Of Award

Upon award or the announcement of the decision to award a contract as a result of this solicitation, the Organization will publicly post such notice on its website and in a public location at the Procurement Office, and may also post in eVA, in accordance with the Manual.

## 19. 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.

## 20. Nondiscrimination of Contractors

An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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. The Organization does not discriminate against faith-based organizations. 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.

## 21. eVA Vendor Registration, Contracts, and Orders

PlanRVA may post solicitations and notices in the Commonwealth's eVA Internet procurement solution (eva.virginia.gov). Offerors are encouraged to register in eVA to receive notices; registration is not a condition of responsiveness unless expressly stated in the Solicitation. PlanRVA's use of eVA shall be consistent with its Purchasing Philosophy.

## 22. Availability of Funds

It is understood and agreed between the parties herein that the Organization shall be bound under this contract only to the extent of funds that are duly appropriated and legally available, or may hereafter become available, for the purpose of this contract.

## 23. Set-Asides

Where designated in a solicitation, the Organization may establish set-asides for award to small or minority-owned businesses in accordance with its Purchasing Philosophy and applicable law. For federally funded procurements, PlanRVA will follow applicable federal requirements.

## 24. Offer Price Currency

Unless stated otherwise in the solicitation, offerors shall offer prices in US dollars.

## 25. 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.

## 26. Civility In PlanRVA Workplaces

The Contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), engages in (1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or (2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the Organization's workplace as directed by the Organization, if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, the “Organization’s workplace” includes any location, permanent or temporary, where an employee of the Organization performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in the Organization’s workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with the Organization’s workplace or is associated with a person who is an employee of the Organization.

The Organization may require, at its sole discretion, the removal and replacement of any Contract Worker who the Organization reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Organization and not by employees of the Organization or other third parties.

## 27. Contract Extensions

In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Organization may, with written consent of the Contractor, extend this contract for such a period as may be necessary to complete all projects that are ongoing.

# Exhibit E

## RFP Terms and Conditions

### 1. Inquiries

All inquiries concerning this RFP must be submitted in writing to the Procurement Team at [Finance@PlanRVA.org](mailto:Finance@PlanRVA.org).

### 2. Requests for Interpretation

Any Offeror in doubt as to the true meaning of any part of this request for proposals may submit a written request via email to the Procurement Team for an interpretation. The Offeror submitting a request is solely responsible for its prompt and actual delivery. Only questions answered by formal written addenda are binding; oral and other interpretations or clarifications are without legal effect.

Any interpretation or approval will be made by addendum duly issued. A copy of such addenda will be posted on the "Public Notices" webpage of the Organization's website. The Organization will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make.

To be given consideration, such questions/requests must be received on the date and time noted in RFP §1.4. All such interpretations, clarifications, and any supplemental instructions will be issued as a written addendum, posted on the designated website, prior to the date fixed for receiving proposals.

When inquiring, replying, or forwarding, please list the RFP number in the subject line.

### 3. Revisions

The Organization reserves the right, as the interests of the Organization may require, to revise and/or amend the specifications prior to the date set for acceptance of proposals. The acceptance date may be postponed if the Organization deems it necessary. Such revisions and amendments, if any, will be announced by an addendum to this solicitation.

### 4. Compliance

Offerors are responsible to examine the RFP and exercise their own judgment as to the nature of the work to be performed. Offerors are responsible for the accuracy of computations or statements made in completing the proposal, but the Organization assumes no liability for any errors or misinterpretations by an Offeror.

### 5. Proposal Acceptance Period

Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn, it remains in effect until an award is made, or the solicitation is canceled.

### 6. Modifications

Any Offeror may modify their proposal by email at any time, provided such communication is received by the Organization prior to the proposal due date and time. The communication should not reveal the proposal price but must clearly identify the addition, subtraction, or other modification being made. The Organization will confirm receipt of the modification. No additional written confirmation

by the Offeror is required.

## 7. Withdrawal

An Offeror may, without prejudice, withdraw a proposal prior to the proposal deadline date and time specified in RFP §1.4 by requesting such withdrawal in writing via email. No other methods for requesting withdrawal will be accepted. After the posted deadline date and time, all submissions are final and may not be withdrawn.

## 8. Late Proposals

To be considered, proposals must arrive by the deadline listed in RFP §1.4. Late proposals will not be accepted or considered. It is the Offeror's sole responsibility to ensure timely delivery. If the Organization is closed on the deadline date, proposals will be accepted at the same time on the next business day.

## 9. Non-Responsive and Non-Responsible Offers

The Organization may deem a proposal non-responsive or an Offeror non-responsible for the following reasons:

- A. Unauthorized Additions:** Unauthorized additions to or revisions of the terms of the RFP.
- B. Conditional Proposals:** If the Offeror adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.
- C. Failure to Meet Specifications:** If the Offeror fails to meet the proposal specifications or is unresponsive to proposal specifications, questions, and/or terms.
- D. Missing Authorizations:** If the Offeror fails to include an authorized representative's signature on Form 1.

This list is not exhaustive, and the Organization retains the right to determine, with justification, that a proposal is non-responsive or an Offeror is non-responsible for other reasons.

## 10. Right of Rejection or Cancellation

The Organization reserves the right to reject any or all proposals and waive informalities. The Organization may also disregard non-conforming, conditional, or non-responsive proposals. The Organization may reject a proposal if, after investigation, the Offeror is deemed non-responsible in fulfilling the contract requirements.

The Organization may cancel this Request for Proposals at any time prior to an award and is not required to furnish a reason a particular proposal was not deemed the most advantageous.

## 11. Collusion and Fraudulent Representation

By signing and submitting a proposal, the Offeror certifies that the proposal is made independently and without collusion, fraud, or other misconduct. The Offeror affirms that:

- No other party has been granted access to or has participated in preparing the proposal;
- No attempt has been made to induce any other entity to submit or not submit a proposal for the purpose of restricting competition; and
- The proposal is fair and submitted in good faith without any attempt to secure an unfair advantage.

Any indication of collusive or fraudulent behavior may result in the rejection of all related proposals and may subject the Offeror to legal action under the Virginia Governmental Frauds Act (Va. Code §§ 18.2-498.1 et seq.) and federal antitrust laws (15 U.S.C. §1). Violations may result in fines, debarment, civil damages, or criminal penalties.

The signature on the proposal certifies compliance with this section and affirms that the signatory is authorized to bind the Offeror contractually.

## 12. Confidentiality and Disclosure of Proposal Information

- A. Public Disclosure under FOIA:** All proposal materials submitted in response to this solicitation are subject to disclosure under the Virginia Freedom of Information Act, § 2.2-3700 et seq., unless an exemption applies. Offerors must clearly identify any trade secrets or proprietary information by placing such material in a separate document marked "Confidential" and citing the specific exemption under § 2.2-4342(F) of the Virginia Public Procurement Act. The Organization will honor such designations to the extent permitted by law but will not guarantee protection for any materials not properly labeled.
- B. Evaluation Period Confidentiality:** During the evaluation process, proposals will be held in confidence and not disclosed to competing Offerors. However, following contract award, the contents of all proposals and resulting contracts will be treated as public information, unless exempted by law.

## 13. Protection of Personally Identifiable Information (PII)

- A. Confidentiality Obligations:** Contractors who access, collect, store, or manage personally identifiable information (PII) as part of the performance of a contract shall:
1. Safeguard all such information in compliance with applicable state and federal laws;
  2. Limit access to authorized personnel with a legitimate need to know;
  3. Prohibit disclosure or use of PII for any purpose not explicitly authorized by the Organization.
- B. Breach Notification and Response:** Contractors shall immediately notify the Organization upon discovery of any actual or suspected breach involving PII. The Organization reserves the right to participate in the investigation and to make final determinations regarding breach reporting and remediation. Contractors must fully cooperate with any actions necessary to address the breach.
- C. Staff Confidentiality:** The Organization may require any personnel with access to PII under this contract to sign a confidentiality agreement. Failure to comply with confidentiality obligations may result in termination of the contract and other remedies as permitted by law.

## 14. State Corporation Commission Identification Number

Pursuant to Code of Virginia § 2.2-4311.2(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 (Form 6: State Corporation Commission Identification Number).

## 15. Distribution

The Offeror shall not make any other distribution of the proposal.

## 16. Conflicts

Should there be conflicts between the proposal documents and the final contract, the final contract shall take precedence.

## 17. Expense of Proposals

The Organization shall not be responsible for any expense incurred by the Offeror in preparing and submitting a Proposal, for answering any subsequent inquiries, interviews or presentations for evaluation, or contract negotiations.

## 18. Protests

Any Offeror who believes that the terms of this solicitation are unfair or improper may file a written protest.

## 19. Indefinite Delivery/Indefinite Quality (IDIQ)

This is an indefinite delivery/indefinite quantity solicitation for the goods/services specified and effective for the period stated. Under any resulting contract, the Organization shall order the goods/services specified in the price schedule and the contractor shall furnish them when ordered.

The contractor shall complete any order issued during the effective period of this contract and not completed within the contract period within the time specified in the order, and the contract shall be deemed extended to such time as may be reasonably necessary to complete the scope of work. The contract shall govern the contractor's and Organization's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

## 20. Continuity of Services

- A. The Contractor recognizes that the services under this contract are vital to the Organization and must be continued without interruption and that, upon contract expiration, a successor, either the Organization or another contractor, may continue them. The Contractor agrees:
  1. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
  2. To make all Organization owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor.
  3. That the Procurement Team shall coordinate the transition, but disputes related to the transition shall be resolved under PlanRVA policies and procedures.
- B. The Contractor shall, upon written notice from the Procurement Team, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Team's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro-rate portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Procurement

Team in writing prior to commencement of said work.

## 21. Indemnification

Contractor agrees to indemnify, defend and hold harmless the Organization, its officers, agents, and employees for any and all damages arising out of the intentional or negligent acts, errors, or omissions of the Contractor in performance of the contract.

## 22. Advertising

In the event a contract is awarded for services resulting from this proposal, no indication of such a contract or the provision of services to the Organization will be used in the contractor's literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Organization or any department or agency of the Organization has purchased or uses its services without express prior written authorization.

## 23. Audit

The Contractor shall retain all books, records, and other documents relative to this contract for the longer of five (5) years after final payment or the period required by applicable state or federal law. The Organization auditors shall have full access to the right to examine any of said materials during said period.

## 24. Documentation

Upon award of contract, the selected Offeror may be required to submit additional documentation, including a W-9 form, updated certificates of insurance, and Title VI compliance certifications, as applicable. Invoicing procedures and reporting obligations will be included in each Task Order.

# Forms

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# Form 1

## Offeror Information

**Legal Name of Offeror:** \_\_\_\_\_

*Note: Offeror's name as reported to the IRS. Must match Social Security or Federal ID Number.*

**Doing Business As (if applicable):** \_\_\_\_\_

*Note: The Offeror's name that appears on invoices but is not used as your reporting name.*

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Website: \_\_\_\_\_

FEI/FINT No.: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

### Authorized Representative for the Offeror

All signatures in the Offeror's submitted proposal, including all forms, must be from an authorized representative of the Offeror. If the individual representing the Offeror throughout the Proposal is not listed here, provide a letter of designation as an attachment to this form, indicating all individuals whom the authorized representative listed here as designated as authorized representatives.

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

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

Office Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

### Primary Contact for the Offeror

*The primary contact will be the sole contact for the Procurement Team at the Organization.*

\_\_\_\_\_ Same as Authorized Representative

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

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

Office Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

### State Corporation Commission Identification Number

Pursuant to *Code of Virginia* §2.2-4311.2(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.

SCC Identification Number: \_\_\_\_\_

### What type of business entity is the Offeror?

- Sole Proprietorship
- Limited Partnership
- General Partnership
- LLC
- Corporation
- Institute of Higher Education

### Attach the following information to this form:

Business Entity	Information to Attach
Sole Proprietorship	Full name and address of owner
Limited Partnership	Full names and addresses of all partners
General Partnership	Full names and addresses of all partners
LLC	Full names and addresses of all managing members
Corporation	Full names and addresses of all officers
Institute of Higher Education	Full names and addresses of the institution's President (or Chancellor) and Board of Visitors/Trustees (or equivalent governing board).

## Form 2

### Proposal Authorization by Offeror

In compliance with this Request for Proposals, and to all the conditions imposed therein and hereby incorporated by reference, the Undersigned offers, and agrees to furnish the goods/ser-vices requested in this Solicitation.

- My signature certifies that the Proposal submitted complies with all Terms and Conditions as set forth in this Request for Proposals (RFP).
- My signature certifies that by preparing and submitting a proposal in response to this RFP, said Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm, or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), the ethics provisions of the Virginia Public Procurement Act (§ 2.2-4367 through -4377 of the Code of Virginia), or § 59.109.1 - 17 or § 59.1-68.6 - 8 of the Code of Virginia.
- My signature certifies that the Offeror is not ineligible to receive an award of a contract due to the Offeror's inclusion on any Federal or Virginia State lists of debarred contractors, or otherwise ineligible to be awarded a contract using Federal or State funds.
- My signature certifies that I am authorized to sign as a Representative for the Offeror.

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

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

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

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

## Form 3

### Acknowledgement of Addenda

By signing this form, the Offeror acknowledges receipt of any and all Addenda published after the initial RFP was issued. All Addenda are available for public view at [PlanRVA.org/home/about-the-commission/purchasing-and-bids](http://PlanRVA.org/home/about-the-commission/purchasing-and-bids).

In addition to this form, the Offeror must attach the signature page included with all published ad-denda. Do not include the entire addendum; only attach the signature page of each addendum.

#### **AUTHORIZED REPRESENTATIVE OF THE OFFEROR**

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

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

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

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

# Form 4

## Certification of Compliance with Immigration Laws and Regulations

The Organization requires that any person or entity doing business with the Organization, including its boards and commissions, submit a sworn certification affirming compliance with all applicable federal and state im-migration laws and regulations. These include but are not limited to the Immigration Reform and Control Act of 1986 (IRCA), Pub. L. No. 99-603; Va. Code § 40.1-11.1; and Va. Code § 2.2-4308.2.

**Are all employees who work in the United States eligible for employment in the United States?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

Under penalties of perjury, I declare on behalf of the offeror listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the offeror’s employees who work in the United States are eligible for employment in the United States as required by federal, state, and local laws. I further declare on behalf of the offeror that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on behalf of \_\_\_\_\_ as evidenced by the following signature and seal:

Legal Name of Offeror: \_\_\_\_\_

Doing Business As (if applicable): \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## Form 4

Registration No: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

## Form 5 Litigation Disclosure

**Respond to each of the questions below by checking the appropriate line. Failure to fully and truthfully disclose the information required by this form may result in the disqualification of your proposal from consideration or termination of the contract once awarded. For purposes of this form, “you” means the individual or entity in whose name the proposals were submitted.**

Have you or any principal, officer, or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been convicted of a felony or a mis-demeanor involving moral turpitude during the last ten (10) years?

\_\_\_\_\_Yes      \_\_\_\_\_No

Have you or any principal, officer, or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been terminated (for cause or other-wise) from any work being performed for the Organization or any other governmental or private entity during the last ten (10) years?

\_\_\_\_\_Yes      \_\_\_\_\_No

Have you or any principal, officer, or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been involved in any claim or litigation with the Organization or any other governmental or private entity during the last ten (10) years?

\_\_\_\_\_Yes      \_\_\_\_\_No

Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the Organization or any other governmental or private entity during the last ten (10) years?

\_\_\_\_\_Yes      \_\_\_\_\_No

**If you answered “Yes” to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form, and submitted with your proposal.**

# Form 6

## Lobbyist Disclosure

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-signed, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of the certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification is a material representation of the fact on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into the transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard

Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Offeror's Organization**

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants, cooperative agreements, and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

### **AUTHORIZED REPRESENTATIVE OF THE OFFEROR**

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

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

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

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