



Request for Proposals
Multi-Year Agreement for On-Call Brand Identity, Marketing/Communications,
Public Outreach and Engagement Services

RFP# 21-03

RFP Issued	February 1, 2021
Scoping Meeting	February 5, 2021, 12 noon (Virtual/Recorded)
Deadline for Questions	By February 12, 2021, 4 pm
Answers Posted	By February 15, 2021, 4 pm
Deadline – Proposal Submissions	February 26, 2021, 4 pm
RFP Announcement	By March 12, 2021

Invitation:

The Richmond Regional Planning District Commission (PlanRVA) seeks proposals from qualified offerors to develop and implement a multi-year strategy for brand identity, marketing and communications, public outreach and engagement. PlanRVA anticipates award of one or more term on-call contracts as a result of this solicitation, as deemed appropriate to meet our current and likely future needs.

Solicitation of proposals through RFP is not binding. PlanRVA reserves the right to postpone or cancel this project based on review of the quality of and cost structures identified by the proposals received and availability of funds to order services. Selection of one or more successful proposals and award of on-call contract(s) is not binding and therefore should not be construed as a commitment of funds or guarantee of work.

It is the intention of PlanRVA to exercise the on-call award(s) made to successful offeror(s) for issuance of specific orders of work (Task Orders) needed for the agency over a multi-year period. Agreements for any and all selected on-call awards will expire June 30, 2025. Task Orders issued over this period will provide a description of need including scope and timeline; awardees will be given opportunity to price the work for selection to win the Task Order.

This solicitation does include initial Task Orders (Task Orders 1, 2, 3) which may be responded to as an additional item to proposals but is not required.

Submissions and Questions:

Proposals must be submitted by electronic mail. (Proposals will not be accepted in facsimile or other form.) All information received in response to this request marked Proprietary will be handled accordingly.

Responses to this Request for Proposals will not be returned. Full submission requirements and instructions are detailed herein.

Questions concerning this Request for Proposal and submissions should be directed to:

Martha Heeter, Executive Director
9211 Forrest Hill Avenue, Suite 200, Richmond, VA 23235
mheeter@PlanRVA.org
(804) 323-2033 – office

All questions from prospective responders and answers regarding this proposal will be posted on the PlanRVA website at www.planrva.org. Prospective responders are encouraged to review the agency website and other publicly accessible information on social media or other platforms for additional insight to the organization's work and current capacity.



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1 Background

PlanRVA is a regional convener, planning agency, and provider of essential services to the nine localities within the Richmond metro region including the Town of Ashland, Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and the City of Richmond. Previously known as the Richmond Regional Planning District Commission (RRPDC), our organization rebranded in 2019 following completion of a strategic planning process. This Request for Proposals is intended to carry the objectives of that strategic planning process forward as they relate to public outreach and engagement and to build upon the positive momentum generated from our rebrand to PlanRVA.

We are a political subdivision of the Commonwealth of Virginia, authorized by the General Assembly pursuant to the Regional Cooperation Act, and subject to all provisions applicable to public bodies. Our current programmatic areas of focus include Emergency Management, the Environment and Transportation. In addition to release of task orders related to the general promotion of PlanRVA, we expect to identify work to be accomplished through contracts with our on-call partners selected through this solicitation to carry out specific public outreach and engagement efforts of these program areas.

PlanRVA provides staffing and administrative support to the Central Virginia Transportation Authority (CVTA: www.CVTAv.org), Emergency Management Alliance of Central Virginia (the Alliance- <https://planrva.org/emergency-management-home/>), and the Richmond Regional Transportation Planning Organization (RRTPO: www.RRTPO.org); we have a formal staffing arrangement with the Friends of the Lower Appomattox River (FOLAR: www.FOLAR-va.org). As such, we also expect to order work on behalf of these entities from time to time over the course of the on-call engagement period.

PlanRVA seeks to position our organization as a regional leader in developing equitable strategies for addressing our current and future needs related to transportation, natural resources and emergency preparedness through effective public engagement. We are looking for partners to assist us in this endeavor, to act as an extension of our current staff and to advise our long term efforts to build specific internal capacity.

2 Additional Partners and Covered Work

In addition to offering access to contracted expertise procured through this RFP to supported organizations listed above, (PlanRVA, CVTA, the Alliance and RRTPO), PlanRVA may extend to other public entities in the Richmond Region our on-call engagements to solicit responses to Task Orders on their behalf.



These may include, but are not limited to, member jurisdictions of Planning District 15: Town of Ashland, City of Richmond, Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan and their affiliated public bodies.

3 Qualifications, Capacity and Services

PlanRVA is seeking to engage one or more partners to serve in an on-call capacity for development and implementation of a wide variety of marketing, advertising, communications, public relations, stakeholder engagement, public outreach and engagement and related activities over the next 4 (four) fiscal years through a period ending June 30, 2025. Selected partners shall be available to provide these services on the basis of Task Order issuance. Final award of work will be determined by evaluation of results of Task Order issuance and contract negotiation for the specific work required by the agency.

All offerors to this solicitation should provide general information regarding available services and capacity, approach to project design and development, and pricing model. This is the first solicitation of this kind for our organization; we welcome recommendations for additional services/products that may benefit the agency in achieving stated goals.

Generally speaking, PlanRVA is looking for access to services including the following:

- Brand Identity Development and Implementation
- Data Gathering, Market Research and Analysis
- Data Visualization and Presentation
- Development of Communications Concepts and Planning
- Creative Services, Multi-Media Design, Strategic Planning and Management
- Electronic/Digital and Direct Marketing
- Website Design, Maintenance and Related Services
- Customer Relationship Management Services including platforms for contacts database and communications
- Access and Language Translation
- Community Surveying, Polling and Sentiment Research
- Inclusive Solicitation for Business Services, Vendor Selection, Purchasing and Supplier Diversity
- Additional Related Services

4 Included Task Orders

Included in this solicitation are three separate Task Orders for services related to this RFP. Respondents must make submission of all required information for consideration to serve as an on-call partner. Respondents need not respond to the specific Task Order requests included herein, but may do so if they wish.

Respondents need not respond to all three Task Orders but may do so and should advise how execution of all three or multiple task orders can save money and/or be more efficient.

a. Task Order 1:

PlanRVA is seeking assistance for development of a Community Engagement Strategy and Implementation Plan. Offerors may elect to respond to this Task Order in addition to the general response if resources are available to meet project funding constraints and timeline. Offerors who elect not to respond to this initial Task Order will still be considered for selection under the general selection. Only one offeror will be selected to provide services described within Task Order 1.

In 2020, PlanRVA was awarded funding (\$50,000) from the Community Foundation for a Greater Richmond to develop our internal capacity for improved community engagement. Our request cited the need to “develop and implement a community engagement strategy; evaluate our current operational, engagement and policy related practices for bias; and examine how we can more strongly approach future activities of engagement and decision making with equity at the center of our work”.

Between March 15, 2021 and June 15, 2021, PlanRVA must develop an agency wide Community Engagement Strategy and Implementation Plan.

Prospective offerors may submit a detailed proposal for fulfilling the needs of this initial Task Order (Task Order #1) through inclusion of the following described in greater detail in Section 5B:

- A. Development of an agency wide Community Engagement Strategy
- B. Implementation Plan
- C. Timeline for Completion
- D. Project Budget by Milestone/Deliverable

b. Task Order 2

In 2020, PlanRVA was awarded funding (\$57,000) from the Virginia Department of Emergency Management on behalf of the Emergency Management Alliance of Central Virginia (the Alliance) to perform specific public engagement activities in the Central Virginia Region (see covered localities at <https://planrva.org/emergency-management-home/the-alliance/>). PlanRVA is seeking assistance to support the Alliance’s comprehensive public outreach efforts for emergency preparedness in 2021. Some of these engagement activities may include a year-long preparedness marketing campaign through print, social media, and other digital means, promotion of preparedness events, workshops, and trainings, and creation of educational assets for the public, with specific attention to vulnerable groups as mentioned below.

This project would extend through the fiscal year FY20 and must be completed (fully expended) by May 31, 2022. The firm may choose to structure their campaign around a 12-month content calendar or by seasonal events and hazards. Upon the receipt of future grant funds, there may be an option to



extend this task order into the following year if the firm chooses to continue the preparedness campaign.

PlanRVA serves as fiscal agent for multiple awards issued by the Virginia Department of Emergency Management (VDEM) as follows. The requested work under this Task Order is funded through one of these awards and is intended to specifically develop a whole community preparedness campaign for 2021. This campaign would reflect the preparedness information shared by FEMA and the Virginia Department of Emergency Management through their public-facing channels, including <http://www.ready.gov> and <http://www.vaemergency.gov>. The Alliance currently hosts its own regional preparedness website at <http://www.plansafe.org>. The whole community preparedness campaign should build upon the content provided on these websites. The firm will work closely with the Alliance's Public Outreach Committee members and PlanRVA's Regional Planner to develop, review, and approve content.

The concepts of "whole community" are described in many resources available on the FEMA website (www.fema.gov/glossary/whole-community) and are embraced by the Emergency Management Alliance of Central Virginia. The Alliance is looking for assistance in developing and implementing a campaign for whole community preparedness for the general public, small businesses and community-based organizations. Priority populations in the greater Richmond region including seniors, non-English speaking households, low income, and other vulnerable households. To date, the Alliance has focused efforts on outreach to the general public but wishes to establish greater connection with the business community to promote small business continuity and resiliency in the wake of disaster in the region.

Local jurisdictions undertake several activities each year to raise awareness and education regarding the importance of preparedness. This effort is not intended to replace these local efforts but to create a vehicle for common messaging across jurisdictions in the region and to leverage local and community level best practices.

c. Task Order 3

In 2019, PlanRVA was awarded funding from the Virginia Department of Emergency Management on behalf of the Emergency Management Alliance of Central Virginia (the Alliance) to perform specific public engagement activities in the Central Virginia Region (see covered localities at <https://planrva.org/emergency-management-home/the-alliance/>). PlanRVA is seeking assistance to complete the remaining deliverables within this grant award- specifically to update the Emergency Preparedness Guide with remaining grant funds (\$11,579.40)

PlanRVA serves as fiscal agent for multiple State Homeland Security Awards (SHSP) awards issued by the Virginia Department of Emergency Management

(VDEM) as follows. The requested work under this Task Order is funded through one of these awards and is intended to specifically redesign and update the Guide.

The current version of the Guide should be updated to reflect at minimum, the new Alliance branding, logos and color scheme and any additional content regarding potential disasters provided by the Alliance. The final product should be formatted for cost effective print and digital distribution.

Proposals should include recommendations for bringing the current guide up to date from a design and communications perspective which may include resizing of the current printed booklet.

All content should be produced to read at a 5th grade reading level and have capacity for translation to other languages. Digital format text may be translated through online tools such as Google Translate.

This project must be completed, and funds fully expended by June 15th, 2021. The firm will work closely with the Alliance's Public Outreach Committee members and PlanRVA's Regional Planner to develop, review, and approve content.

5 Selection Criteria

PlanRVA will use multiple criteria to select the most appropriate successful offeror(s). Respondents are encouraged to be as aggressive and creative as possible in their proposals. We welcome collaboration among partners/teams. The following list summarizes the major qualitative areas that will be evaluated:

- ✓ Professional qualifications and experience
- ✓ Relevant engagements in current/recent portfolio of completed projects
- ✓ Experience with regional (multi-jurisdictional) planning entities or other public entities with similar mission/purpose
- ✓ Experience with the Richmond region market
- ✓ Specific capacity and expertise with inclusive and equitable community engagement practices with demonstrated commitment to reaching traditionally underserved or unserved communities

6 Response Contents and Format

Offerors must complete all required elements of this RFP in order to be considered eligible. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as a partner.

A. Required Elements: General Solicitation

I. Company Information

- i.** Give a brief overview of your organization's history, service menu, and geographic coverage area with specific emphasis on experience in the Richmond Region.
- ii.** In what jurisdiction is your main office located and if different, in



- what jurisdiction will assigned individuals be based?
- iii. Describe your organization's capacity by sharing staff size and partner organization (subcontractor) affiliation.
 - iv. Please describe your relationship and prior experience working with Planning District Commissions or similar entities, jurisdictions in the Richmond Region or other public entities serving our community.
 - v. What differentiates your organization from your competitors and how will this be relevant to us?
 - vi. What experience does the organization have in delivering this type of work for clients?
 - vii. Please provide details of up to three recent (within the last 24 months) or current accounts that are similar in scope and requirements to those of PlanRVA. Please provide contact information for the customer's project manager or lead
 - viii. Technical expertise in inclusive and equitable community engagement
 - ix. Technical expertise in ADA and Section 508 Compliance

II. Compensation Structure

- i. Provide an overview of your cost structure for provision of services over the life of this arrangement. Include the method by which you will estimate costs for work (time and materials, deliverable, etc) and the associated billing rates of likely assigned personnel to the project in Year 1.
- ii. It is important to note that PlanRVA will likely use funding available through a federally or state awarded grant and therefore will be limited in flexibility of funding once a contract for a specific scope of work under a Task Order is executed.
- iii. It is critical that selected offerors have capacity to manage project budgets effectively and with good stewardship of public resources.

III. Additional Information

- i. Any additional information considered pertinent for consideration is welcomed including recommendations for improving our ability to effectively communicate with stakeholders and the public.
- ii. Any suggestions for priority of media/content development or implementation of best practices that will increase general public awareness of PlanRVA and/or specific work efforts led by the agency and improved communication with and among member jurisdictions is encouraged.

B. Scope of Work- Task Order 1 (Optional): Please state the approach, activities, and work products used to fulfill the needs of this Order:

I. Development of an agency wide Community Engagement Strategy

- i. Review of existing practices related to public outreach and engagement across programs and generally for the agency
- ii. Evaluation of current practices biases and identification of affirmative steps to be inclusive of the whole community in our community engagement activities
- iii. Prioritization of activities, investments and capacity building measures to achieve identified goals
- iv. Specific recommendations for full utilization of existing media platforms including our website and social media accounts
- v. Development of sample/starter collateral for the organization
- vi. Evaluation of additional media platforms, social media and other communications practices, tools, and resources necessary to achieve goals

II. Implementation Plan

- i. Evaluation of existing staff capacity to fulfill objectives in the Community Engagement Strategy
- ii. Recommendations for developing in-house capacity vs continued outsourcing
- iii. Sample language or documents useful in implementing the plan
- iv. Community Engagement Strategy such as description of responsibilities/skills for inclusion in a position description or contents of future Task Orders.

III. Timeline for Completion

- i. All work associated with Task Order 1 must be completed and delivered by June 15, 2021. Please include a timeline for completion of milestones within the Task Order's project deliverables including key dates.
- ii. PlanRVA's fiscal year begins July 1, 2021; planning for the new budget year begins in January of each year with progress monthly in requesting funding associated with fulfillment of the upcoming year's work program. We hope to incorporate recommendations from this Community Engagement Strategy and Implementation plan into our program budgets and requests for funding for the coming fiscal year.

IV. Project Budget by Milestone/Deliverable

- i. Provide a detailed project budget that includes cost per milestone or deliverable
- ii. Clearly articulate basis of billing with anticipation of a 10% retainer



held until final project completion.

C. Scope of Work- Task Order 2 (Optional): Please state the approach, activities, and work products used to fulfill the needs of this Order:

I. Development of Whole Community Preparedness Campaign

- i. Design and implement an awareness campaign for the Alliance to promote whole community preparedness
- ii. Advise on specific cost-effective strategies to raise awareness throughout the Alliance footprint with specific emphasis on priority populations

II. Implementation

- i. Assist in the execution of key campaign activities including:
 - 1. development of print and digital media, collateral and resources,
 - 2. distribution of content and collateral through digital and other media,
 - 3. development of other creative outreach activities including presence at local/regional events, community activities, etc
- ii. Manage content delivery through website and social media or other earned and unearned media coverage.

III. Timeline for Completion

- i. All work associated with Task Order 1 must be completed and delivered by March 15, 2022. Please include a timeline for completion of milestones within the Task Order's project deliverables including key dates.
- ii. PlanRVA's fiscal year begins July 1, 2021; planning for the new budget year begins in January of each year with progress monthly in requesting funding associated with fulfillment of the upcoming year's work program. We hope to incorporate recommendations from this Community Engagement Strategy and Implementation plan into our program budgets and requests for funding for the coming fiscal year.

IV. Project Budget by Milestone/Deliverable

- i. Provide a detailed project budget that includes cost per milestone or deliverable
- ii. Clearly articulate basis of billing with anticipation of a 10% retainer held until final project completion.
- iii. Proposals may include additional costs related to translation and printing services; please note whether these are for estimation purposes or to be considered as part of the project budget and deliverables within your proposal.

D. Scope of Work- Task Order 3 (Optional): Please state the approach, activities, and work products used to fulfill the needs of this Order:

I. Emergency Preparedness Guide Update

- i. Design updates to existing guide for improved delivery to the public via multiple media (print and digital) formats and language translations

II. Timeline for Completion

- i. All work associated with Task Order 2 must be completed and delivered by June 30, 2021. Please include a timeline for completion of milestones within the Task Order’s project deliverables including key dates.
- ii. PlanRVA’s fiscal year begins July 1, 2021; planning for the new budget year begins in January of each year with progress monthly in requesting funding associated with fulfillment of the upcoming year’s work program. We hope to incorporate recommendations from this Community Engagement Strategy and Implementation plan into our program budgets and requests for funding for the coming fiscal year.

III. Project Budget by Milestone/Deliverable

- i. Provide a detailed project budget that includes cost per milestone or deliverable
- ii. Clearly articulate basis of billing with anticipation of a 10% retainer held until final project completion.
- iii. Proposals may include additional costs related to translation and printing services; please note whether these are for estimation purposes or to be considered as part of the project budget and deliverables within your proposal.

7 Proposal Evaluation and Award Criteria

All proposals received from prospective offerors will be reviewed and evaluated by a committee of qualified personnel. This committee shall review all proposals and announce selection(s) by close of business on March 12, 2021. This level of selection will result in identification of successful offeror(s) available to provide on-call services to PlanRVA (or affiliates described herein) based on issuance of a Task Order.

Qualifications and Experience	25 points
Ability, Capacity and Skill	25 points
Experience in Equitable Community Engagement	20 points
Proposed Methodology and Approach	15 points
Experience with Public Entities and/or the Richmond Region	5 points
Local/Small Business/Female or Minority Owned company	5 points
<u>Current client/customer satisfaction</u>	<u>5 points</u>
Total	100 points



Selection of award for the Task Order will be based on price, timeliness and approach.

8 Clarification Questions & Scoping Meetings

Any questions regarding the RFP should be submitted in writing via email to Martha Heeter, Executive Director for PlanRVA, no later than 4 pm February 12, 2021. Responses will be posted on the PlanRVA website no later than 4 pm on February 15, 2021.

PlanRVA will host a virtual information session on Friday February 5, 2021. While the session will be livestreamed to YouTube and available for viewing at any time, prospective offerors who wish to participate “live” in the session and have opportunity to ask questions during the Q&A portion of the agenda must register no later than 5 pm Wednesday February 3, 2021 by emailing Sidd Kumar at skumar@PlanRVA.org. Zoom Webinar access links will be provided to all registrants.

9 Offeror Presentations

PlanRVA may elect to hold interviews and/or contract negotiations with one or more firms during the weeks of March 1st and March 8th 2021 should additional information be required to make a final decision for selection. These will be held virtually and on invitation basis. A schedule of available times will be posted online no later than February 15, 2021. Offerors are encouraged to include their preference for available times in their submission. Conflicts will be addressed on a case by case basis. We will work to provide as much advance notice as possible in confirming these sessions if necessary.

10 No Obligation

The submission of a proposal shall not in any manner oblige PlanRVA to enter into a contract or to be responsible for the costs incurred by your organization in responding to this request. Submission of a proposal does not obligate the offeror to respond to the Initial Task Order, nor does selection of successful offerors obligate any firm to a certain minimum response to future Task Orders.

11 Agreement of Non-Disclosure

This document is proprietary and shall not be disclosed to any other party. It is designed, developed and submitted to potential partners of PlanRVA for the benefit of PlanRVA.

12 Cooperative Procurement

This request for proposals is intended to provide an open contract which member jurisdictions and other Virginia public bodies and agencies may utilize for the cooperative procurement of the services procured, pursuant to § 2.2-4304(B) of the *Code of Virginia*. This request for proposals and the pricing and terms of the resulting contract will be made available and extended to other public bodies that rely upon this cooperative procurement.

13 General Terms and Conditions

- A. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. PlanRVA 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 proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*.
- C. In every contract over \$10,000 the provisions in 1. and 2. below apply:
1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their 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 (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, 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.

F. DEBARMENT STATUS: By submitting their proposals, Offerors certify 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. Offeror further certifies that they are not debarred from filing any order or accepting any resulting order, or that they are an agent of any person or entity that is currently so debarred by the Commonwealth of Virginia.

G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

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

2. To Subcontractors:

a. A Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify PlanRVA and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to PlanRVA, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by



PlanRVA, or other appropriate penalties may be assessed in lieu of withholding such payment.

- I. PRECEDENCE OF TERMS: The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- J. QUALIFICATIONS OF OFFERORS: PlanRVA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to PlanRVA all such information and data for this purpose as may be requested. PlanRVA reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. PlanRVA further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such Offeror fails to satisfy PlanRVA that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- K. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. PlanRVA may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PlanRVA a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject

to the APA's right to audit the Contractor's records and/or to determine the correct number of units independently; or

c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present PlanRVA with all vouchers and records of expenses incurred and savings realized. PlanRVA 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 PlanRVA within thirty (30) days from the date of receipt of the written order from PlanRVA. 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. 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 PlanRVA or with the performance of the contract generally.

M. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

N. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

O. MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation



requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence 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 Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence.
 5. Accounting - \$1,000,000 per occurrence, \$3,000,000 aggregate.
- P. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award as a result of this solicitation, PlanRVA will publicly post such notice on the PlanRVA web site (PlanRVA.org) for a minimum of 10 days.
- Q. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- R. 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.

- S. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.
- T. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that PlanRVA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- U. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- V. INDEMNIFICATION: The Contractor shall indemnify and hold harmless the APA and the Commonwealth of Virginia and, when applicable, its employees and designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by the performance by the Contractor of its work pursuant to this agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.