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**Request for Proposals
Multi-Year Agreement for On-Call Professional
and Non-Professional Services**

RFP# 24-01

RFP Issued	April 15, 2024
Deadline for Questions on the RFP	April 30, 2024
Answers Posted/Register for Session	May 3, 2024
RFP Info Session	May 6, 2024, 10:00AM
Deadline – Proposal Submissions	May 15, 2024
RFP Review Period	May 16-June 3, 2024
Interviews	June 10, 11,12, or 14, 2024
Consultants Selected	July 1, 2024
Release Task Orders to Consultants Selected	

Invitation:

The Richmond Regional Planning District Commission (PlanRVA) seeks proposals from qualified firms interested in being included on an on-call list for the PlanRVA's Consultant Program. 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.

The On-Call Consultant Program facilitates quick delivery of planning, architectural, engineering, and other services for local and regional projects. PlanRVA's affiliate entities, including the the Central Virginia Transportation Authority (CVTA), and Friends of the Lower Appomattox River (FOLAR) may purchase services through the On-Call Consultant Program. In addition, other public bodies, including but not limited to the PlanRVA's member jurisdictions, may purchase non-professional services (not including architectural and engineering) from contracts awarded resulting from this RFP pursuant to Virginia Code Section 2.2-4304 PlanRVA and the public bodies are sometimes referred to individually as "Purchaser" and collectively as "Purchasers" in the provisions that follow.

The goal of this RFP is to select a diverse array of multiple firms to provide these services in accordance with the terms of the contract that will be awarded. Comprehensive team submittals are encouraged, but not required. It is not the intent of this RFP to necessarily have all services addressed by a single team. Proposals may address one discrete service without a firm being part of a comprehensive team. PlanRVA anticipates the award of one or more term on-call contracts because of this solicitation, as deemed appropriate to meet our current and likely future needs.

Solicitation of proposals through this RFP is not binding. PlanRVA reserves the right to postpone or cancel this project based on review of the quality and responsiveness of the proposals received, and the 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 or our partners over a multi- year period. Agreements for all selected on-call awards will expire June 30, 2029. 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. (Samples of anticipated task orders are included as indicators of the type of work we envision.)

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 Shickle, Executive Director
or by email as instructed to:
Diane Fusco @ dfusco@planrva.org
424 Hull Street Suite 300
Richmond, VA 23224
(804) 924-7030 – 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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Background:

PlanRVA is 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 Community Development, Emergency Management, the Environment and Transportation. In addition to release of task orders related to the general planning activities of PlanRVA, we expect to identify work to be accomplished through contracts with our on-call partners selected through this solicitation to carry professional and non-professional services in support of our program areas.

PlanRVA provides staffing and administrative support to the Central Virginia Transportation Authority (CVTAva.org), Emergency Management Alliance of Central Virginia (EMACV.org), and the Richmond Regional Transportation Planning Organization (RRTPO.org); we have a formal staffing arrangement with the Friends of the Lower Appomattox River (FOLAR-va.org). period. As such, we also expect to order work on behalf of these entities over the on-call engagement period.

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 non-professional services (not including architecture and engineering) by way of a separate Joint Procurement Agreement, 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.

Qualifications, Capacity and Services:

PlanRVA is seeking to engage multiple firms or teams to serve in an on-call capacity for planning, transportation engineering and consulting, modeling (traffic and microsimulations), cost estimating, project design and related activities over the next 5 (five) fiscal years through a period ending June 30, 2029. Selected teams or firms shall be available to provide these services based on Task Order issuance. Final award of work will be determined based on evaluation of results of Task Order issuance and contract negotiation for the specific work required by the purchasers.

All offerors to this solicitation should provide general information regarding available services and capacity, approach to project design and development, and pricing model.

PlanRVA is looking for access to professional and non-professional services including the following:

Transportation Services:

Transportation planning associated with metropolitan planning organization (MPO) requirements such as:

- Work related to long-range transportation plans;
- Transportation studies such as: corridor and sub-area studies;
- Traffic engineering analysis and studies;
- Travel demand modeling and traffic simulation;
- Right-of-way services, surveying, and underground utility locating & designation; signal timing, traffic control plans, traffic counts and data collection, traffic impact studies, environmental analysis, and roadway & streetscape design
- Public transit & mobility corridor and planning studies;
- Bicycle and pedestrian planning and engineering;
- Financial feasibility studies and operational transit plan services;
- Construction and contract management;
- Project/site plan review;
- Landscape and architectural design;
- Construction engineering & inspections including building conditions survey, assessment, and documentation;
- Transportation Demand Management planning; and
- Project cost estimations.

Resiliency, Emergency Management and Environmental Services:

- Stormwater management, including MS4 permitting, inspections of SWM basins, development of BMPs, assistance with TMDL evaluation; and stormwater plan review; application services;
- Environmental site assessments (including NEPA reviews, environmental assessments and environmental review records for federally funded projects);
- Brownfields assessments and energy efficiency audits;
- Watershed/water supply/flood mitigation studies/planning;
- EVSE planning and siting services;
- Solar and storage feasibility and siting analysis;
- Resilience hub studies and development;
- Smart Cities planning and development;
- Utility planning; and
- Commodity flow analysis.

Community/Economic Development Services:

- Economic development strategic planning and needs assessments;
- Economic recovery and resiliency planning;
- Economic impact analysis;
- ROI analysis, IMPLAN model simulations, and pro forma services;
- Workforce attraction and retention studies;
- Housing, real estate, and market analysis services; and
- Small area plans and corridor studies.

General Planning and Other Services:

- Emergency operations planning;
- Park, outdoor recreation and trail planning;
- Broadband and telecommunications planning services;
- Public involvement and outreach services; GIS mapping, development, and application services.

PlanRVA maintains an active [consultant bench](#) for communications and marketing services that may be called upon to contribute their expertise on task orders as needed for the public engagement components of above listed or similar planning efforts. We welcome collaboration among partners/teams and incorporation of communications and marketing services from the existing bench.

Selection Criteria:

PlanRVA will use multiple criteria to select the most appropriate successful proposals. Respondents are encouraged to be creative in their responses.

Response Contents and Format:

Proposals should be thorough and concise with enough detail for the Selection Committee to evaluate the capabilities of the respective firm(s) to provide a specific service listed or a multiple-service approach.

Submission applicable to all services:

- **Professional Qualifications.** An introduction to the firm(s) and qualifications to provide the specific service(s) requested by this RFP. Please include history, office(s) location(s), and any special attributes of the firm(s).
- **Relevant Experience.** Provide brief examples of the most relevant project experience, including work through on-call multi-service contracts, work with regional (multi-jurisdictional) planning entities and work within the Richmond regional market.
- **Project/Service Approach.** A description of the process the firm proposes to follow to respond to a request to provide on-call services for a particular project.
- **Project Team.** Names, experience, skills, qualifications, and proposed roles of key personnel that will be responsible for each type of service proposed. Description of what, if any, subconsultant and outside services are to be used.
- **References.** Include project references for relevant projects listed.

Experience with State Agencies for Transportation or Environmental Services:

- Highlight experience working with the Virginia Department of Transportation (VDOT) or Virginia Department of Rail & Public Transportation (VDRPT), or similar experience with state transportation agencies.
- Notation of any experience working with Virginia stormwater or TMDL requirements/regulations.
- For firms which propose on transportation services please include information concerning the firm's VDOT pre-award audit status.

Compensation Structure:

Scheduled pricing should not be provided in the proposal. Pricing for all services will be discussed during the interview and/or negotiation stage of the competitive negotiation process for Task Orders. Responses to this proposal shall at a minimum include an overview of 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, deliverables, etc) and the associated billing rates of likely assigned personnel to the

project in Year 1 (July 1, 2024-June 30, 2025).

It is important to note that PlanRVA will 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. It is critical that selected offerors demonstrate their capacity to manage project budgets effectively and with good stewardship of public resources.

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 or before June 3, 2024. 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.

Professional Qualifications	20 points
Relevant Experience	15 points
Project Team Experience	15 points
Project/Service Approach	30 points
Local/Small Business/Female or Minority Owned Company	10 points
Client References	10 points
Total	100 points

Clarification Questions and Scoping Meetings:

Any questions regarding the RFP should be submitted in writing via email to Diane Fusco, Finance Manager dfusco@planrva.org for PlanRVA, no later than April 30, 2024. Responses will be posted on the PlanRVA website no later than May 3, 2024.

PlanRVA will host a virtual information session on May 6, 2024. 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 May 3, 2024 by emailing Sidd Kumar at skumar@PlanRVA.org. Zoom Webinar access links will be provided to all registrants.

No Obligation:

The submission of a proposal shall not in any manner oblige PlanRVA to enter 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.

Agreements 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.

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 (excluding architectural and engineering services), pursuant to § 2.2-4304 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.

The following General Terms apply to the On-Call solicitation and to the individual Task Orders

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. TITLE VI: In accordance with Title VI of the Civil Rights Act of 1964 and the Regulations, PlanRVA notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The following clauses of Appendix A and E are to be included in every contract or agreement subject to the Acts and the Regulations, as follow:
1. TITLE VI- 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:
 - a. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Title of Modal Operating Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - b. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will 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 will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- c. Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the designee and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or designee may determine to be appropriate, including, but not limited to:
 - 1) withholding payments to the contractor under the contract until the contractor complies; and/or
 - 2) cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or designee may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

2. TITLE VI- 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:

- a. Pertinent Non-Discrimination Authorities:
 - 1) 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.
 - 2) 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);
 - 3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
 - 4) 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;
 - 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 7) 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 "programs 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);
 - 8) 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 C.F.R. parts 37 and 38;
 - 9) 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);
 - 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
 - 11) 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
 - 12) -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - 13) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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

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, 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 these requirements.
- 4) 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 must show the 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 ten (10) business 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 ten (10) business 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.

- c. 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:

3. By mutual agreement between the parties in writing; or
4. 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
5. 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 due to 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.

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 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 because 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 e-procurement 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 Auditor of Public Accounts and the Commonwealth of Virginia and, when applicable, its employees and designated representatives, from 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.

SAMPLE 1:

Task Order 1: Rural Transportation Needs and Alternatives Analysis:

PlanRVA in partnership with our rural member localities (Charles City County, Goochland County, Hanover County, New Kent County, and Powhatan County) is seeking to assess and identify the public transportation needs of the rural portions of the region and explore service delivery alternatives that fulfill the identified needs. Final recommendations will be sustainable, fiscally constrained, and in alignment with the directives of the Plan RVA Board.

To facilitate this study, PlanRVA is seeking experienced consultants to collaborate closely with PlanRVA throughout the research and analysis process.

The goals and objectives of the Rural Transportation Needs and Alternatives Analysis are to:

1. Building on existing studies, assess and analyze existing and near-term future demand for transportation services within each of the jurisdictions. A planning horizon (5 years, 10 years, etc.) shall be specified for future needs analyses to guide strategic planning and development.
2. Analyze the ridership patterns of existing transportation services in the jurisdictions. The study should include an analysis of opportunities to coordinate with existing service providers within and adjacent to the study area.
3. Explore possible transportation service delivery alternatives to address current and future mobility demands. These include the micro transit zones proposed from the GRTC Micro Transit study and those by other providers. These alternatives can be innovative in nature based on case study examples, particularly any examples from within Virginia.
4. Engage the jurisdictions through a thoughtful conversation about the current and future mobility needs of residents, visitors, employers, and employees. Prioritize equity considerations to ensure inclusivity in planning and decision making.
5. Deliver robust outreach and engagement with the community involving surveys, focus groups, and public meetings. Encourage active community participation to gather diverse perspectives and preferences for informed decision making.
The duration of the contract is approximately July 2024-February 2025 with the intent of being in a position at that time for PlanRVA or partners to make application for further implementation or project demonstration funding. In order to meet this February deadline, draft alternatives should be completed by October 31, 2024.

Background:

Several studies have been completed for the Richmond region that have resulted in the identification and prioritization of transportation needs and alternatives. These include the [Greater RVA Transit Vision Plan 2040](#), [Greater RVA Transit Vision Plan: Near-Term Strategic Analysis](#), [GRTC Transit Development Plan](#), [ConnectRVA 2045: The](#)

[Transportation Future of the Richmond Region](#), [GRTC Regional Public Transportation Plan](#), [Richmond Region Micro-Transit Study](#), and [Richmond Regional Transit Governance Study](#).

While these studies have predominantly focused on regional dynamics, the emphasis has leaned heavily towards fixed-route and fixed guideway service. Recognizing the limitations of this approach in meeting the unique needs of rural jurisdictions and accommodating service areas on opposite sides of the region established by other transit providers, this study will look at all transit service options. It builds upon the foundation laid by previous efforts, aiming to augment their impact and contribute to a wider regional vision. The focus is on providing transportation alternatives that align with existing and near-term future needs, with a deliberate emphasis on addressing the transportation challenges prevalent in the rural portions of the region.

Information to be provided by PlanRVA to the successful consultant team:

1. Ridership data from existing transportation providers currently serving the rural jurisdictions, including Ride Assist (Powhatan), Goochland Cares (Goochland), Hanover DASH (Hanover), Bay Transit (New Kent and Charles City County).
2. Heat mapping of selected transit services ridership as shown in interactive webpage and GIS data.

Please state the approach, activities, and work products to fulfill the needs of this Order as outlined by the Scope of Work:

Project Scope: Tasks and Deliverables:

This detailed study should include the following specific tasks and deliverables:

1. **Define Existing Needs:** Work with local officials and staff to understand locality preferences, desired services and expectations for the near term. This should include the population(s) to be served, desired hours of service, service coverage, possible phasing considerations, and thoughts on sustainability.
2. **Existing Conditions:** Assess current and future ridership demand, along with existing service provisions, with a focus on quality, coverage, and access. The study should include estimates of potential ridership and indicate whether the service is envisioned as one primarily serving the general public, or a subset of the public such as individuals who are elderly, disabled or low-income. In developing estimates of the "transportation disadvantaged" care should be taken not to double or triple-count individuals who are seniors, disabled and low-income.
3. **Deliverable: Existing Conditions Report.**
4. **Public Outreach:** Utilize surveys, public meetings, and stakeholder meetings/focus groups to better understand current and future supply/demand dynamics. The consultant will hold at least two meetings in each jurisdiction as part of its engagement efforts. Survey software such as Metro Quest should be used to understand current and future supply/demand dynamics, and options provided for

individuals who experience digital barriers. Findings from the Public Outreach portion of the study will be included in the Existing Conditions Report.

5. Best Practices, Case Studies, and Alternatives: Analyze best practices, case studies, and alternatives related to rural transportation alternatives in similar communities, and innovative approaches.
6. **Deliverable: Best Practices, Case Studies, and Alternatives Report.**
7. **Operational Challenges and Opportunities:** Consultant will analyze and review operational challenges and opportunities related to implementing the identified service alternatives.
8. Recommendations and Next Steps: Consultant will make recommendations for various types of service provision and actions to begin implementation, associated capital and operating costs, and related phasing. The consultant shall work with PlanRVA and study localities to identify funding sources to support the services to include potential pilots. The findings and recommendations should be detailed enough to enable an application for a VDRPT planning and/or demonstration grant. The consultant should develop alternatives for the day-to-day management of any recommended service, whether it be managed and delivered by a private, non-profit, or public entity. Finally, the consultant should address any governance structure considerations considering recommended service(s)/investments.

Proposal Requirements:

1. **Project Approach:** The consultant should summarize their understanding of the project and their approach to the scope of work, including the ability to initiate the project in a timely manner.
2. **Qualifications:** The consultant should include a discussion of the consultant team qualifications and how they meet the project requirements, including examples of previous work and the results of those studies (i.e., were they implemented, and why or why not?).
3. **Schedule:** The consultant should identify a proposed schedule, including project meetings, critical milestones, and delivery dates for deliverables.
4. **Invoices:** Invoices shall be submitted by the consultant to PlanRVA on a monthly basis. At the time of invoice submittal, the consultant shall submit a monthly progress report to PlanRVA.
5. **Contract Structure:** PlanRVA will utilize a DRPT or PlanRVA bench consultant contract and their associated rates and terms. All costs associated with the proposal need to be communicated by line item.

SAMPLE 2:

Task Order 2: Development of a Simplified Strips-on-Project Software (STOPS) Model

Introduction:

PlanRVA is soliciting proposals from qualified consultants to develop a Simplified Trips-on-Project Software (STOPS) model. This model enhances transportation planning efforts by providing a tool for analyzing transit service, evaluating project impacts, and optimizing transit operations within the Richmond region.

The selected consultant would work closely with a group of stakeholders throughout the process made up of PlanRVA staff, Greater Richmond Transit Corporation, the Technical Advisory Committee of the Richmond Regional Transportation Planning Organization (RRTPO), and key locality staff.

Scope of Work:

The selected consultant team will be responsible for the following tasks:

1. Needs Assessment:

- Conduct a comprehensive needs assessment to identify the requirements and objectives of the STOPS model for the Richmond region. PlanRVA maintains the Richmond-Tri Cities (RTC) Travel Demand Model. The current version has a base year of 2017 and the Future year of 2050 and requires Bentley's Cube software to run. The RTC model will be provided to the consultants for any analysis as needed.

2. Data Collection and Analysis:

The following relevant data will be provided by PlanRVA working with GRTC.

- Latest Transit GIS layer showing all the route alignment.
- Latest GIS layer showing all stop locations.
- Route schedules and run times with major destinations.
- Ridership Data – Typical weekday at the route level and stop level (if available)
- Latest General Transit Feed Specification (GTFS)
- Any recent on-board or survey conducted by GRTC.
- Land Use Data
- Current and future population and employment data
- National Transit Database (NTD) working sheet.
- Any operational data which can come from GRTC.

The consultant team will be responsible for the following.

- Expanding the on-board survey sample size to the full population as needed.
- Analyze the collected data to identify travel patterns, trip generation, and mode choice within the Richmond region.
- Use any other data source like Census Data for Transportation Planning (formerly called CTPP data) if synthetic method is required to produce the origin destination data.
- Any other data as needed.

3. Model Development:

- Develop a STOPS model tailored to the specific needs and characteristics of the Richmond region.
- Customize the model to accommodate regional transit systems, including local, express and premium transit (bus rapid transit) routes, micro transit routes and other transportation modes as needed.

4. Scenario Testing and Calibration:

- Conduct scenario testing to evaluate the model's performance for the four (4) land use scenarios from the PlanRVA scenario plan.
- Sensitivity test and validation are required for selected major corridors, most likely for BRT service (TBD).
- Calibrate the model based on observed data and feedback from stakeholders (PlanRVA staff, GRTC staff, Locality staff)

5. Documentation and Training:

- Provide comprehensive documentation for the developed STOPS model, including user guide and technical specifications.
- Deliver a few training sessions for key PlanRVA and GRTC staff on model usage, maintenance, and updates.