



RICHMOND REGIONAL PLANNING DISTRICT COMMISSION (PlanRVA)

REQUEST FOR PROPOSALS

Procurement for
Community Engagement
Services

RFP 2026-05

Posting Date: March 4, 2026
Proposals Due: 11:59 pm, March 17, 2026

REQUEST FOR PROPOSALS

Richmond Regional Planning District Commission
(PlanRVA)

Posting Date March 4, 2025	Issued By Richmond Regional Planning District Commission (PlanRVA) 424 Hull Street, Suite 300 Richmond, VA 23224
RFP No. RFP 2026-05	
Title Procurement for Community Engagement Services	PlanRVA Website PlanRVA.org
Contract Period Upon signing to November 3, 2026	RFP Webpage PlanRVA Procurement
	Contact Information Finance@planrva.org
PROPOSAL DEADLINE March 17, 2026, 11:59 PM	

PURPOSE

The Richmond Regional Planning District Commission (PlanRVA) is soliciting proposals from qualified Offerors for the procurement of a community engagement consultant. The selected entity will provide community engagement and qualitative analysis support for a study on the barriers to recycling in the greater Richmond region.

INQUIRIES

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

ADDENDA

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

SUBMISSION

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

Table of Contents

1	Overview	4
1.1	Purpose	
1.2	Background	
1.3	Procurement Authority	
1.4	Deadline and Anticipated Procurement Schedule	
1.5	Contracts	
1.6	Contract Terms	
2	Scopes of Work	6
2.1	Organization Scope of Work	
2.2	Full Scope Obligation	
3	Proposal Preparation and Submission	10
3.1	General Requirements	
3.2	Proposal Submission	
3.3	Proposal Content	
3.4	Proposal Appendices	
4	Evaluation and Award	14
4.1	Evaluation Process	
4.2	Evaluation Criteria	
4.3	Selection and Award	
4.4	Incorporation into Contract	
	Exhibits	18
	Forms	40

REQUEST FOR PROPOSALS

Procurement for Community Engagement Services

1 Overview

1.1 Purpose

PlanRVA (hereinafter collectively referred to as “the Organization”) is soliciting proposals for the procurement of community engagement services from qualified firms and independent consultants (herein after referred to as the “Offeror”). The selected Offeror will design and execute a targeted outreach strategy that transitions research into actionable, resident-informed policy. This initiative is a critical effort to transform regional recycling outcomes by identifying and addressing specific behavioral and structural barriers faced by residents within the Richmond Region.

1.2 Background

1.2.1 About PlanRVA

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

Each PDC was created as a political subdivision of the Commonwealth and chartered under the Regional Cooperation Act by the local governments of each planning district. As such, they are a creation of local government encouraged by the state. The statutory framework for the creation of planning district commissions recognized that they would be voluntary associations of local government intended to foster regional cooperation. The intention was to provide a forum for state and local governments to address issues of a regional nature, things of greater than local significance.

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

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

PlanRVA.org/home/about-the-commission

1.2.2 Waste Management in the Region and CVWMA

While PlanRVA serves as the primary grant holder, the Central Virginia Waste Management Authority (CVWMA) and its member localities are the intended end-users of the resulting

data and strategic recommendations.

The Central Virginia Waste Management Authority (CVWMA) is a public service authority that provides planning, resources, and education to reduce, reuse, recycle, and manage solid waste for 13 jurisdictions. CVWMA serves cities of Colonial Heights, Hopewell, Petersburg and Richmond, the Town of Ashland and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George, not all of which are in the PlanRVA boundary. Colonial Heights, Hopewell, Petersburg, and Prince George are not in the scope of the Thriving Communities project.

CVWMA contracts independently with each jurisdiction and provides varying levels of service to each. Table 1 displays the level of waste management services provided to each locality in PlanRVA. CWMA is a consultant on this project, offering information, subject-matter expertise, and will be the primary beneficiary of the project deliverables.

Table 1 Waste Management Services by Locality

Locality	Garbage Collection	Curbside Recycling	Recycling Drop-Off
Ashland	Yes	Yes	May use Hanover sites
Charles City	No	No	Yes
Chesterfield	No	No	Yes
Goochland	No	Yes	Yes
Hanover	No	Select Neighborhoods	Yes
Henrico	Yes	Yes	Yes
New Kent	No	No	Yes
Powhatan	No	No	Yes
Richmond	Yes	Yes	Yes

There are uneven waste management infrastructure and services across the region. Six of the nine localities lack residential trash pickup, and four do not offer curbside recycling. In suburban Chesterfield County, residents independently contract private companies for trash and recycling services. In rural Charles City, New Kent, and Powhatan Counties, recycling and trash are entirely reliant on drop-off sites, which may not be equitably distributed and require consistent vehicle access. Even in the urban areas where both services are available, multifamily housing residents are often not eligible for recycling services because property owners and managers are neither required nor incentivized to provide them, creating further disparities.

1.3 Procurement Authority

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

procedures and resulting contracts shall conform to these requirements.

1.4 Deadline and Anticipated Procurement Schedule

Proposals are due at 11:59 pm, local time of Richmond, Virginia, on Monday, March 17, 2026. Late submissions will not be considered. (See [§3.2 Proposal Submission](#) for details).

Event	Date
Solicitation Posting	3/4/2026
Pre-Proposal Questions (if any) Due	3/10/2026
Proposals Due	3/17/2026, 11:59pm
Intent to Award	3/31/2026

1.5 Contracts

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

1.6 Contract Terms

The initial period of performance for the Contracts will be from the date of signature by all parties until November 3rd, 2026.

2 Scopes of Work

2.1 Scope of Work

2.1.1 Project Focus: Beyond "What" to "Why"

Traditional recycling data often captures *what* materials are collected but frequently fails to capture *why* residents do or do not participate or do so incorrectly. This project seeks to:

- Identify Barriers: Distinguish between structural barriers (e.g., physical access to bins), and informational gaps (e.g., confusion over recycling rules), and dispositional barriers (e.g., ideological aversion).
- Engage Priority Communities: Focus engagement efforts specifically on low recycling activity neighborhoods, and underserved and overburdened populations to ensure regional solutions are equitable and inclusive (more information below).
- Map Information Flow: Evaluate the "line-of-sight" for recycling information as it moves between CVWMA, member localities, and the public.

PlanRVA will produce a report documenting the findings of the study and making recommendations for CVWMA, localities, and other stakeholders for how recycling rates can be improved. The project is aligned with PlanRVA's [Pathways to the Future: Air](#)

[Quality Plan](#), which includes reducing landfill waste and improving the local circular economy as strategic measures for reducing the region’s greenhouse gas emissions by 2050. It is also aligned with CVWMA’s [Strategic Plan](#) which sets a goal of increasing the recycling rate to 80% by 2042.

2.1.2 Defining Priority Communities in the Region

For the purposes of this study, “priority communities” are those that experience one or both of the following conditions:

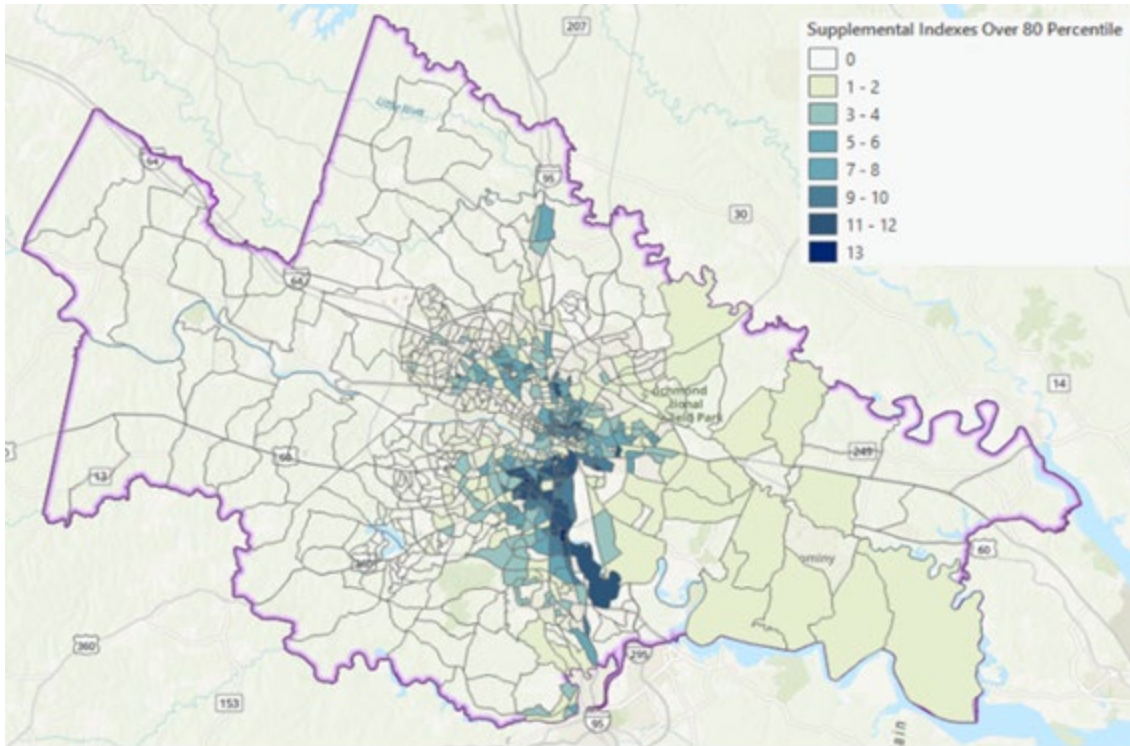
- A. Environmental burden(s) in the 80th percentile, nationally, according to the EPA’s Environmental Justice Screening Tool (EJSCREEN) (discontinued). EJSCREEN included 13 Environmental Burden Indicators and Figure 1 highlights census tracts with burden indexes in the 80th percentile, using darker shading to indicate areas with multiple overlapping indicators.
- B. Limited recycling services. Due to residential structure, geography, and/or policy, certain community types are more likely to have low recycling participation. Table 2 characterizes neighborhoods along a Community vs Housing Typology matrix. This characterization is based on qualitative insights and policy context, rather than quantitative data, which the region lacks below the county level. This assessment is based on qualitative insights and policy context, rather than quantitative data.

When choosing communities to target for engagement, both Figure 1 and Table 2 should be taken into consideration. Solutions and strategies for overcoming low recycling participation barriers are unlikely to be one-size-fits-all. The range of community and housing typologies should be represented in the engagement strategy and should be informed by – though not necessarily restricted by – the Environmental Burden Indicators map.

Table 2 Likely Recycling Participation by Community and Housing Typology

	Urban	Suburban	Rural
Single Family Homes	High Participation	Mixed Participation	Low/No Participation
Multi-Family Buildings	Low Participation	Low Participation	Low/No Participation

Figure 5 Cumulative Environmental Burden Indicators by Census-



2.1.3 Deliverables

The selected Offeror will deliver a concise, equity-centered engagement program that will inform recommendations made by PlanRVA in the final report.

- **Task 1:** Engagement Strategy & Recruitment Plan: Define recruitment tactics, outreach methods for priority underserved communities, and a comprehensive timeline that fits into the overall project timeline (see [Exhibit A](#)).
- **Task 2:** Focus Group Execution & Survey: PlanRVA will host a simple survey, open to all regional residents, on our Social Pinpoint platform. The consultant will help inform the questions. The consultant's primary role will be facilitating guided conversations in representative priority communities and beyond that will provide deeper insight into the barriers experienced by residents. The consultant will manage all event logistics, including venue booking and participant support incentives
- **Task 3:** Coalition Building: Deliver a list of community leaders and stakeholders engaged during the engagement process. Collect aggregate demographic information of participants.
- **Task 4:** Qualitative Analysis & Barrier Identification: Synthesis of focus group and survey data to identify structural vs. informational vs dispositional barriers to recycling.
- **Task 5:** Communication Flow Mapping & Meeting Support: Support PlanRVA staff during convenings of CVWMA and locality partners. The consultant will assist in auditing the information flow between CVWMA and making recommendations to

improve communication between partners and the public.

- **Task 6: Final Report Assistance:** Creation of graphics to be included in final report and light editing support.

2.1.4 Participant Support Requirements

Dedicated Fund: A portion of the contracted amount shall be spent on participant support costs. PlanRVA suggests roughly \$7,000 of the budget be earmarked for resident support (e.g., gift cards, food, or childcare), but the contractor may choose a different budget as they see fit. The contractor should include in their response a general plan and budget for providing participant support.

Administration: The consultant is responsible for the procurement, distribution, and financial administration of these incentives and should keep detailed records of costs incurred, to be included in invoices submitted to PlanRVA.

2.1.5 Project Timeline & Milestone Payments

The total project budget is \$87,000 (Fixed-price, deliverables-based), including participant support costs.

Milestone	Deliverable Requirement	Payment %	Value
M1: Kickoff	Approved Engagement Plan, Timeline, and Support Cost Budget and Process.	15%	\$13,050
M2: Field Work	Completion of all Focus Groups, demographic data, and list of contacts. Submitted invoices for participant support costs.	40%	\$34,800
M3: Analysis	Summary Report identifying structural, informational, and dispositional barriers.	20%	\$17,400
M4: Strategy	Draft Communication Flow Map and Recommendations Report.	15%	\$13,050
M5: Closeout	Graphics for final report.	10%	\$8,700

2.2 Full Scope Obligation

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

3 Proposal Preparation and Submission

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

3.1 General Requirements

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

3.1.1 Minimum Qualifications

- A. Experience: Minimum of 5 years in public sector community engagement.
- B. Equity: Proven track record with underserved and overburdened populations in the greater Richmond region.
- C. Finance: Experience managing third-party participant support costs (stipends_and/or incentives).
- D. Communications: Demonstrated ability facilitating public conversations and ability to produce attractive and graphical reports or materials.

3.1.2 Qualified Offerors and Subcontractors

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

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

3.1.3 Incorporated Exhibits and Terms

The Offeror must comply with all terms, conditions, and requirements set forth in this Solicitation, including all incorporated exhibits. By submitting a proposal, the Offeror

agrees to be bound by all such terms and conditions without exception, unless explicitly stated in the proposal's Exceptions section. The Organization reserves the right to reject proposals that fail to submit all required materials and forms.

3.1.4 Content Organization

Proposals must be organized by the content requirements established in [§ 3.3 Proposal Content](#). Proposals not organized in this manner risk elimination from consideration if the Evaluation Committee is unable to determine how the RFP requirements are specifically addressed. Offerors choosing an alternative structure must include a cross-referenced table of contents linking their content to the RFP structure.

3.1.5 Format

- A. **Simplicity.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, clarity, and relevance of content. Elaborate materials are neither required nor desired.
- B. **Organization.**
 - 1. Proposals must include page numbers, including all appendices. If the proposal is structured in a way other than the content organization described in [§3.1.3 Content Organization](#), the Offeror must include a table of contents with cross-referencing.
 - 2. Maximum 12 pages (PDF). Appendices for budget and samples do not count toward the limit. There are no font or margin requirements, provided the materials are reasonably legible.
- C. **File Format.**
 - 1. Proposals should be submitted as a single PDF document.
 - 2. All documents must be clear, legible, and allow for text search and printing.
 - 3. An Offeror may submit additional files in a non-PDF format as supplemental (e.g., Fee Proposal in an Excel format), as long as a PDF copy of the same content is already included in the single PDF file Proposal.

3.2 Proposal Submission

3.2.1 Deadline

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

3.2.2 Submission in eVA

Proposals must be submitted electronically via the Commonwealth of Virginia's

eProcurement Portal, eVA (<http://www.eva.virginia.gov>). Offerors must be registered in eVA in order to submit a proposal. Proposals submitted outside of eVA, including by email, fax, or hard copy, will not be accepted. Offerors can register for a free eVA account by following the [New Supplier Registration Guide](#).

3.2.3 Timely Submission

Proposers are solely responsible for submitting their proposals prior to the closing date. The timestamp recorded by the eVA system upon submission shall be conclusive evidence of the date and time of proposal receipt. When due to electronic failures on the part of the Organization a submission is not received prior to the time of closing, the Organization may, in its sole discretion, allow the Offeror to submit clear and convincing evidence that the Offeror attempted, in good faith, to make submission prior to closing and accept the proposal for consideration.

3.3 Proposal Content

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

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

3.3.1 Appendix A: Forms

The Offeror must include all Forms and their applicable attachments. These forms are included at the end of this document.

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

3.3.2 **Appendix B: Resumes (Optional)**

The Offeror may provide the resumes of the key personnel who will be involved in the project

3.3.3 **Appendix C: References (Optional)**

The Offeror may provide references from public or private sector clients, but public sector clients are preferred. All references must include the following information:

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

3.3.4 Appendix D: Proprietary Information (Optional)

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

ENCLOSE ALL PROPRIETARY INFORMATION IN A SEPARATE PDF TO THE PROPOSAL. THE PDF SHOULD BE LABELED AS PROPRIETARY INFORMATION.

- A. Provide an explanation as to why the information is proprietary and protected by § 2.2-4342(F) of the Code of Virginia.
- B. In the Proposal and the sealed Appendix for proprietary information, note page numbers, section numbers, paragraph numbers, etc., where proprietary information should be inserted.

4 Evaluation and Award

4.1 Evaluation Process

4.1.1 Evaluation Committee

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

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

4.1.2 Evaluation Criteria

Evaluation will be based on [minimum qualifications](#) and the criteria listed below. The evaluation process *may* include follow-up questions, reference checks, and requests for presentations. Proposals will be evaluated based on the completeness, clarity, and relevance of the content. The Evaluation Committee will score each proposal using the weighted criteria in Table 4.2: Evaluation Criteria.

Table 4.2: Evaluation Criteria

Evaluation Criteria	Description	Weight
Experience and Capacity	Meets minimum qualifications and demonstrates experience managing multi-stakeholder projects.	20%
Equity and Regional Knowledge	Demonstrates a track record of engaging underserved and overburdened populations, specifically in the Richmond region. Demonstrates understanding of the regional context and the subject matter.	25%
Engagement Strategy	Proposed engagement strategy is feasible and effective at soliciting quality feedback from target populations. Demonstrates a strong approach for facilitating conversations and a clear recruitment strategy tailored to priority communities.	30%
Incentives and Logistics Management	Experience managing participate support costs. Ability to handle event logistics. Clear roles and responsibilities of staff who will be working on the project.	15%
Analysis and Coalition Building	Presents a clear methodology for qualitative analysis. Ability to support PlanRVA in convening and assessing stakeholder relationships and communication.	10%

4.2 Selection and Award

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

4.2.1 Negotiations

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

4.2.2 Selection Process

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

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

4.3 Incorporation into Contract

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

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

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

Exhibits

Order	Name	Page
A	Project Timeline	18
B	Definitions	19
C	Nondiscrimination Contractor/Contractor/Supplier Agreement: USDOT 1050.2A – Appendix A	23
D	Nondiscrimination Contractor/Contractor/Supplier Agreement: USDOT 1050.2A – Appendix E	25
E	General Terms and Conditions	27
F	RFP Terms and Conditions	35
G	EPA Region 3 Thriving Communities Grant Contract	40

Exhibit A

Thriving Communities Project Timeline			D	J	F	M	A	M	J	J	A	S	O	N
Activity	Task	Responsible	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Assemble Team	Hire contractors	PlanRVA staff				x								
	Sign MOU with CVWMA	PlanRVA staff & CVWMA		x	x	x								
	Reach out to CBOs	PlanRVA staff & CVWMA			x	x								
	Develop mailing list	PlanRVA staff				x								
	Identify Focus Group members	Contractor, PlanRVA staff, CVMWA					x							
Survey Development and Implementation	Develop survey questions	Contractor, PlanRVA staff					x							
	Validate and revise questions	Focus Groups, Contractor					x							
	Share and promote survey, await results	Contractor					x	x	x	x				
Survey Results Analysis	Sifting and summarizing results	Contractor								x	x			
	Design focus group experience	Contractor, PlanRVA staff						x						
	Hold focus groups	Contractor, PlanRVA staff								x	x			
	Analyzing focus group feedback	Contractor										x		
	Sharing feedback summary with stakeholder mailing list	PlanRVA staff											x	
Strengthening Partnerships	Hold interagency meetings	Contractor, PlanRVA staff, CVMWA						x	x	x				
	Research information flow between stakeholders	Contractor, PlanRVA Staff						x	x	x				
Wrapping up and moving forward	Researching case studies, best practices, and opportunities for a more circular economy	PlanRVA staff				x	x	x	x					
	Plan next steps and searching for implementation funding.	PlanRVA staff, CVWMA, Stakeholder Coalition											x	
	Producing Final Report	Contractor, PlanRVA Staff										x	x	x

Exhibit B

Definitions

1. Meanings and Precedence

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

2. General Definitions

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

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

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

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

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

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

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

Deliverables: The tangible or intangible outputs or results to be provided by the

Contractor under the Contract or any associated Task Order, including but not limited to reports, plans, data, and documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Task Order Contracts

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

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

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

Task Group: A defined category of related nonprofessional and/or professional services listed in this RFP. Offerors may submit proposals for one or more Task Groups. Each group

represents a functional area in which services may be requested via Task Orders.

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

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

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

4. Professional Services Contracts

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

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

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

Exhibit C

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

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

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

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

- 5. Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.

- 6. Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

Exhibit D

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

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

Pertinent Nondiscrimination Authorities:

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

Department of Transportation regulations at 49 CFR parts 37 and 38;

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

Exhibit E:

General Terms And Conditions

1. *PlanRVA Purchasing Philosophy*

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

2. Applicable Laws and Courts

This solicitation and any resulting contract is governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

3. Anti-Discrimination

By submitting their proposals, offerors certify to the Organization that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). The Organization does not discriminate against faith-based organizations in its procurements. However, if an award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (Code of Virginia, § 2.2- 4343.1(E)). In every contract over \$10,000, the provisions in 1 and 2 below apply:

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

4. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing goods and/or services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 5. The requirements of these provisions 3.A and B are a material part of the contract. If the Contractor violates one of these provisions, the Organization may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment regardless of whether the specific contract is terminated.
 6. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods and/or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
- B.** The contractor will include the provisions of 3.A in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

4. Ethics In Public Contracting

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

5. Immigration Reform And Control Act of 1986

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

6. Debarment Status

By participating in this procurement, the vendor certifies that it is not currently debarred by the Commonwealth of Virginia or any political subdivision from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non - debarred vendor will be debarred for the same time period as the debarred vendor.

7. Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Organization all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods

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

8. Mandatory Use of Organization Forms

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

9. Payment

A. Payment to the Prime Contractor.

1. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show:
 - a. the PlanRVA contract number and/or purchase order number; and
 - b. the contractor's Taxpayer Identification Number (TIN) for individuals, or the federal Employer Identification Number (EIN) for proprietorships, partnerships, and corporations.
2. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after invoice or delivery, whichever occurs last, in accordance with Va. Code § 2.2-4352. This shall not affect offers of discounts for early payment.
3. All goods and/or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with the Code of Virginia, § 2.2-4363 and -4364. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

B. Payment to Subcontractors.

1. Within seven (7) days after the contractor's receipt of payment from the Organization, a contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Organization, except for amounts withheld as stated in (2) above. The date of mailing of any

payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Organization.

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

10. Precedence of Terms

The following General Terms and Conditions, applicable laws and courts, anti-discrimination, ethics in public contracting, Immigration Reform and Control Act of 1986, debarment status, antitrust, mandatory use of organization forms and terms and conditions, clarification of terms, and payment, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions apply.

11. Qualifications of Offerors

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

12. Testing And Inspection

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

13. Assignment Of Contract

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

14. Changes To The Contract

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

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods and/or services to be provided shall be of a sort that is ancillary to the contract goods and/or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed-price contract may be increased by more than twenty-five percent (25%) of the contract amount or \$50,000, whichever is greater, without advance written approval of the PlanRVA Commission.
- B. The Organization may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as goods to be provided and/or services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Organizations of the adjustment to be sought, and

before proceeding to comply with the notice, shall await the Organization's written decision affirming, modifying, or revoking the prior written notice. If the Organization decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Organization a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Organization's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract.

The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Organization with all vouchers and records of expenses incurred and savings realized. The Organization shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Organization within thirty (30) days or as otherwise agreed, from the date of receipt of the written order from the Organization. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with PlanRVA's policies and procedures. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Organization or with the performance of the contract generally.

15. Default

In case of failure to perform in accordance with the contract terms and conditions, the Organization may terminate this agreement after verbal or written notice without penalty. Upon termination the Organization may procure the goods and/or services contracted from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Organization may have.

16. Termination For Convenience

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

17. Insurance

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror further certifies that it and any subcontractors will maintain these insurance coverages during the entire

term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits:

- A. Workers' Compensation.** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Organization of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability.** \$100,000.
- C. Commercial General Liability.** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Organization shall be added as an additional insured to the policy by an endorsement.
- D. Automobile Liability.** \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Organization is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)
- E. Professional Liability / Errors and Omissions (for Professional Services contracts only).** Minimum coverage of \$1,000,000 per claim, with \$2,000,000 aggregate. Coverage shall be maintained for a period of at least three years following completion of the contract.

18. Announcement Of Award

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

19. Drug-Free Workplace

Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

20. Nondiscrimination of Contractors

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

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

21. eVA Vendor Registration, Contracts, and Orders

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

22. Availability of Funds

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

23. Set-Asides

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

24. Offer Price Currency

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

25. Authorization To Conduct Business In The Commonwealth

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

26. Civility In PlanRVA Workplaces

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

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

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

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

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

27. Contract Extensions

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

Exhibit F

RFP Terms and Conditions

1. Inquiries

All inquiries concerning this RFP must be submitted in writing to the Procurement Team at Finance@PlanRVA.org.

2. Requests for Interpretation

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

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

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

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

3. Revisions

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

4. Compliance

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

5. Proposal Acceptance Period

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

6. Modifications

Any Offeror may modify their proposal by email at any time, provided such communication is received by the Organization prior to the proposal due date and time. The communication should not reveal the proposal price but must clearly identify the addition, subtraction, or other modification being

made. The Organization will confirm receipt of the modification. No additional written confirmation by the Offeror is required.

7. Withdrawal

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

8. Late Proposals

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

9. Non-Responsive and Non-Responsible Offers

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

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

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

10. Right of Rejection or Cancellation

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

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

11. Collusion and Fraudulent Representation

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

- No other party has been granted access to or has participated in preparing the proposal;
- No attempt has been made to induce any other entity to submit or not submit a proposal for the purpose of restricting competition; and

- The proposal is fair and submitted in good faith without any attempt to secure an unfair advantage.

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

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

12. Confidentiality and Disclosure of Proposal Information

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

13. Protection of Personally Identifiable Information (PII)

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

14. State Corporation Commission Identification Number

Pursuant to Code of Virginia § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized (Form 6: State Corporation Commission Identification

Number).

15. Distribution

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

16. Conflicts

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

17. Expense of Proposals

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

18. Protests

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

19. Indefinite Delivery/Indefinite Quality (IDIQ)

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

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

20. Continuity of Services

- A. The Contractor recognizes that the services under this contract are vital to the Organization and must be continued without interruption and that, upon contract expiration, a successor, either the Organization or another contractor, may continue them. The Contractor agrees:
 1. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
 2. To make all Organization owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor.
 3. That the Procurement Team shall coordinate the transition, but disputes related to the transition shall be resolved under PlanRVA policies and procedures.
- B. The Contractor shall, upon written notice from the Procurement Team, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Team's approval.

- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro-rate portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Procurement Team in writing prior to commencement of said work.

21. Indemnification

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

22. Advertising

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

23. Audit

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

24. Documentation

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

Exhibit G

EPA Region 3 Thriving Communities Grant Contract

[Insert after this page]



2714 Hudson Street
Baltimore, MD 21224-4716
P: (410) 534-6447
F: (410) 534-6475
www.ghhi.org

REGION 3 THRIVING COMMUNITIES

GRANTMAKING PROGRAM GRANT AWARDEE

SUBRECIPIENT AGREEMENT

Federal Award Information Sheet

Grant: EPA Region 3 Thriving Communities Grantmaking Program
Prime TCGM Grant Awardee & Pass-Through Entity: Green & Healthy Homes Initiative, Inc. Address:
2714 Hudson Street, Baltimore, MD 21224-4716
Phone Number: 410-534-6447
SAM UEI Number: HYQKKGCH7XZ5
Grant Federal Award Identification Number (FAIN): 5N-95341401
Total Amount of Federal Funds Obligated Under Grant Award - Workplan 2: \$52,000,000 Indirect
Cost Rate: 20.0%
Grant Project Title: TCGM Subsequent Award
Grant Project Title Description: GHHI will act as pass through entity for EPA's Thriving Communities
Grantmaking Program Region 3 Grantmakers. See Appendix D.
EPA TCGM Grant Project Officer: Erin Sullivan, EPA Region 3 EPA Award
Date: 09/04/2024
Project Start Date: 08/01/2024 Project End Date:
07/31/2027

Subrecipient Organization Name: Richmond Regional Planning District Commission Unique
Entity Identification Number (UEI): FEAEGEWK1AJ8
Grant Number: 2025-01149
Thriving Communities Grant Type (Award Tier): Tier 1
Subrecipient Period of Performance Start and End Dates: 11/03/2025 - 11/03/2026 Total
Subrecipient Grant Amount of Award: \$ 149,336
Subrecipient Indirect Cost Rate: To be determined
Subrecipient Budget Period Start and End Dates: 11/03/2025 - 11/03/2026

Federal Funding Acknowledgement

1. This grant contains federal funds.

2. The total amount of federal funds allocated for this Agreement is: \$ 149,336. This represents 100% of all funds budgeted for this Subrecipient for Workplan 2.
 3. The source of these federal funds is: US Environmental Protection Agency (EPA).
 4. The Assistance Listing Number (formerly CFDA number) is 66.615. The Funding Opportunity Number is EAP-R-OEJECR-OCS-23-03.
 5. There are programmatic conditions that apply to this grant. If applicable, these conditions are contained in the Agreement and in Appendices A, B and C.
 6. Within 90 calendar days after the close of the grant period, the Subrecipient shall provide to GHHI a statement of expenditures showing how the funds were expended for the grant period.
 7. GHHI may call for annual independent financial audits to verify the propriety of reported expenditures.
 8. This grant award does not involve research and development (R&D).
-



This Agreement entered into this 3rd day of November 2025 by and between Richmond Regional Planning District Commission (hereinafter "Subrecipient"), a Commonwealth of Virginia Government Agency, and Green & Healthy Homes Initiative, Inc. (hereafter "GHHI") a Maryland non-profit corporation.

WITNESSETH

WHEREAS, GHHI has entered into a Grant Assistance Agreement with the US Environmental Protection Agency (EPA) for the purposes of accountability for the proper expenditure of \$52,000,000 in EPA Region 3 Thriving Communities Grantmaking Program federal funds, performance of the assistance agreement, and liability for claims for recovery of unallowable costs incurred under the agreement (the "direct recipient"). The other grant program partner(s) will be Statutory Partners and the grant applicant awardees will be "Subrecipients";

WHEREAS, GHHI will provide subrecipient grant awards to non-profit organizations in EPA Region 3 to address priority environmental and public health issues of disadvantaged communities as identified by the Thriving Communities Grantmaking Program RFA application process, local community applicant partners and other stakeholders in EPA Region 3;

WHEREAS, GHHI desires to enter into an Agreement with the Subrecipient awardee for the provision of grant services as part of the GHHI's EPA Region 3 Thriving Communities Grant Program Workplan 2 that is supported with \$52,000,000 in grant funding from the Environmental Protection Agency (EPA);

NOW, THEREFORE, in consideration of the mutual covenants and other obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

Subrecipient agrees to provide eligible Thriving Communities Grantmaking Program Grant services as described in Appendix A – Scope of Services and the Subrecipient's Application, Work Plan and Budget, and subject to the special terms and conditions set forth hereto and in the attached Appendices;

Subrecipient represents and warrants to GHHI that:

(i) it possesses all qualifications, licenses and expertise required for the performance of the Services including:

a) Maintains an active Unique Entity ID (UEI) in the System for Award Management System (SAM);

b) Compliance with federal and local regulations;

c) Business liability and workers compensation insurance coverage (as required by



applicable state law) as detailed below in Section XV;

d) All personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; throughout the term of the Agreement;



(ii) Subrecipient attests that neither the organization nor its principals are currently debarred, suspended, declared ineligible or excluded from participation in any EPA or federal agency funding award, subaward, transaction or related program.

ARTICLE II – PERIOD OF PERFORMANCE

Subrecipient agrees to perform the services under this Agreement, beginning on 11/03/2025 and ending on 11/03/2026 unless earlier terminated in accordance with Section XVI of this Agreement. The Parties can extend the Period of Performance by a written amendment to this Agreement signed by both parties.

ARTICLE III - COMPENSATION

In consideration of the services to be provided pursuant to this Agreement, GHHI agrees to pay Subrecipient for TCGM Grant eligible services rendered in accordance with the Scope of Services in Appendix A and the Payment Schedule in Appendix B as agreed upon by the parties. The cost of the Grant expenditures will not exceed \$ 149,336 unless explicitly agreed upon in writing by the parties.

Subrecipient agrees to utilize grant funds and account for all grant related expenditures in accordance with generally accepted accounting principles and 2 CFR 200 and to comply with all standards as identified in OMB Circular No. A-133 - Single Audit Act for Not-for Profit Organizations receiving federal awards. Subrecipient will submit invoices, and payment shall be made within thirty (30) days contingent upon receipt of invoices accompanied by proper documentation. In no event shall the cost of services not included in the Scope of Services in Appendix A be due hereunder without the express written approval and consent of GHHI.

A proper invoice shall be numbered sequentially and shall contain the following information:

- Name and address of the Subrecipient, along with contact information of the person to be notified in the event follow-up is required;
- Contract number and/or project number;
- Invoice date and period covered by the invoice;
- Name, address and telephone number of official to whom payment is to be sent;

ARTICLE IV - ORGANIZATIONAL BANKING REQUIREMENT AND PROHIBITION ON PERSONAL ACCOUNTS

Organizational Control of Grant Funds. In compliance with 2 CFR § 200.302 and § 200.303, all funds disbursed under this Agreement shall be deposited into and managed through a bank account established in the legal name of the Grantee organization or its approved fiscal sponsor. Such accounts must be under the direct financial control of the organization's authorized officers and incorporated into the organization's accounting system to ensure proper identification of the source and application of all funds.



Prohibition on Personal Accounts. The use of personal or individually held bank accounts for any grant-related billing, reimbursement, or payment activities is strictly prohibited. Federal regulations require that recipients maintain effective control and accountability for all cash, real and personal property, and other assets. Depositing, transferring, or disbursing grant funds through personal accounts constitutes co-mingling of federal funds, in violation of 2 CFR § 200.302(b)(4) and § 200.303, and does not meet federal standards for internal control or financial integrity.

Compliance and Enforcement. The Grantee shall ensure that all financial transactions, accounting records, and reporting accurately reflect the organization's accounts and comply



with all applicable federal statutes, regulations, and the terms and conditions of this Agreement. Failure to adhere to these financial management requirements may result in:

- Disallowance of costs charged to the award;
- Suspension or withholding of payments; and/or
- Termination of this Agreement in accordance with 2 CFR § 200.340.

ARTICLE V - COMPLIANCE WITH FEDERAL STATE AND LOCAL LAWS

Both parties shall comply with all applicable laws, ordinances and codes of federal, state and local governments including any assurances as described in Appendix C – Assurances.

ARTICLE VI - AGREEMENT NOTIFICATION

All notices which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by messenger service or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time:

Martha Shickle
Richmond Regional Planning District
Commission 424 Hull St. Suite 300
Richmond, Virginia 23224-4114

Ruth Ann Norton, President &
CEO Green & Healthy Homes
Initiative 2714 Hudson Street
Baltimore, MD 21224-4716

ARTICLE VII - GENERAL CONDITIONS

Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Maryland, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.



ARTICLE VIII - OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

Any work product, information, writings, contract documents, reports, client records, personal identification information or any other proprietary or confidential materials whatsoever which is shared by the parties pursuant to this contract shall at all times be kept confidential, shall remain the property of Subrecipient or GHHI, and shall not be used by Subrecipient or GHHI or any of its employees, subcontractors, or clients for any other purpose whatsoever without the prior written consent of Subrecipient or GHHI. GHHI and Subrecipient will jointly own any work product produced as a result of the Scope of Services for this contract.

Confidential Materials includes all such materials provided by the parties excluding: (i) information that is already or becomes generally available to the public, other than as a result of an unauthorized disclosure by the parties or their representatives, (ii) information that was known to the parties or their representatives or is in its representatives' possession prior to it being furnished, or (iii) information that is or becomes known or available to the parties or our



representatives without restriction from a third party that has lawfully acquired such information. In addition, Confidential Material does not include any general concept or idea articulated or adopted by the parties. Except as otherwise provided herein, the parties agree that the Confidential Material will be kept confidential and that it will not disclose any of the Confidential Material in any manner whatsoever; provided, however, that (i) it may disclose the Confidential Material provided with prior written consent and (ii) it may disclose the Confidential Material to its representatives who need to have the Confidential Material for the purpose of assisting Subrecipient with the project. If the parties or any of their representatives are, on the advice of counsel, compelled by law or legal process to disclose any of the Confidential Material, it or its representatives may do so without liability hereunder; provided, however, that, to the extent permitted by law, it shall promptly notify the other party that provided such Confidential Material of such required disclosure.

ARTICLE IX - NONDELEGABILITY

The obligations undertaken by Subrecipient pursuant to this Agreement shall not be delegated or assigned to any other company or organization without GHHI's prior written consent. Subrecipient agrees to notify GHHI in writing if any work is proposed to be completed by a company or organization other than the Subrecipient.

ARTICLE X - CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Maryland.

ARTICLE XI - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors, and assigns.

ARTICLE XII - CONFLICT OF INTEREST

Subrecipient covenants that it has no personal financial interests, direct or indirect, that are in conflict with the work product and services to be provided as part of this Agreement. Subrecipient further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed on this project. Any such interests on the part of Subrecipient or its employees must be disclosed in writing to GHHI during the course of the Agreement within 10 calendar days of becoming aware of the Conflict of Interest. Subrecipient agrees to maintain procedures in place to ensure that they address, disclose and resolve actual and/or potential conflicts of interest. Subrecipient to comply with the EPA's Conflict of Interest Policy, GHHI's



TCGM Conflict of Interest Policy, and agrees to execute a Conflict of Interest Disclosure Statement at the time of execution of this Agreement.

Conflicts of Interest include any actual or potential conflict of interest that the Subrecipient is aware of. Conflicts of Interest include anything that may provide the Subrecipient or an Applicant organization or any entity for Thriving Communities Grant funding with an unfair competitive advantage in competing for EPA financial assistance awards or in the procurement process for the selection, award and administration of recipient or subrecipient contracts. Such Conflict of Interest also includes but is not limited to the award of contracts, consulting fees or other compensation paid to employees, officers, agents of the Subrecipient and/or members of their immediate families.



ARTICLE XIII - INDEPENDENT CONTRACTOR

Subrecipient and its employees shall, at all times, be deemed to be an independent contractor, and not employees of GHHI.

ARTICLE XIV - HIPAA COMPLIANCE

In performing its duties under this Agreement, Subrecipient may have access to "Protected Health Information," including, but not limited to, "Individually Identifiable Health Information" and may be a downstream subcontractor "Business Associate" as those terms are defined in the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191, HIPAA regulations (codified at 45 C.F.R. Parts 160 and 164) or in regulations on Standards for Privacy of Individually Identifiable Health Information.

Subrecipient and GHHI are subject to the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the

U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (collectively, "HIPAA"). Subrecipient agrees to execute a Business Associate Agreement with Subrecipient and/or GHHI, if requested. Subrecipient will, and will cause its representatives to, comply with the terms of any Business Associate Agreements ("BAA") which is incorporated herein, in order to comply with the HIPAA Privacy Regulation and the HIPAA Security Regulation. In the event of any conflict between the terms of this Agreement and those of the BAA, the terms of the BAA shall control and govern the rights and obligations of the parties related to HIPAA compliance.

ARTICLE XV - INSURANCE

Subrecipient agrees to maintain business liability insurance of at least \$1,000,000 for each occurrence and Workers Compensation Insurance (as required by applicable state law) at all times during the course of the contract. Subrecipient agrees to immediately notify GHHI of any change in its insurance coverage status for liability insurance or Workers Compensation Insurance.

ARTICLE XVI - TERMINATION OF



CONTRACT

GHHI retains the right to terminate this Agreement for cause at any time prior to the completion of the services required under the Scope of Services. Such notice of termination for cause shall be effective provided that Subrecipient has been afforded notice and a thirty (30) day period to cure any such material ongoing breach or material failure in performance of the contract. Subrecipient shall be paid for those services performed prior to the termination date, and the amount of payment shall be in proportion to the services rendered. It is hereby understood by and between Subrecipient and GHHI that any payments made in accordance with this Section to Subrecipient shall be made only if Subrecipient is not in default under the terms of this Agreement.



ARTICLE XVII - NONDISCRIMINATION

Subrecipient agrees that there shall be no discrimination because of race, color, sex, religion, creed, age, disability, marital status, sexual orientation, national origin, ancestry, or disability in connection with performance under this Agreement.

ARTICLE XVIII - CONTINGENCY CLAUSE

Funding for this Grant is contingent on the availability of EPA Thriving Communities Grantmaking Program grant funds and continued authorization for services. This Grant Agreement is subject to amendment or termination due to lack of funds, reduction of funds, grant cancellation and/or change in regulations.

Funding for this Grant to the Subrecipient is provided by and contingent on the availability of EPA Region 3 Thriving Communities Grantmaking Program grant funds. The EPA has recently suspended access to the funds from which the Subrecipient's grant award would be drawn. The Grant to the Subrecipient is contingent on the EPA restoring and maintaining GHHL's access to Thriving Communities grant funding including the EPA's ASAP payment portal system to pay for grant services and subgrantee payments. The Grant Agreement is subject to amendment or termination based on federal funding reductions or cancellations.

ARTICLE XIX - LIABILITY

Subrecipient agrees to hold harmless, release, defend, and indemnify GHHL, its officers and its directors for any and all liability and/or claims for any damages, injury or death to persons or damage to property arising from the work of the Subrecipient or its employees including those claims based on any alleged or actual negligence, breach of contract, or breach of any expressed or implied warranty to the owner or occupants. This release shall be binding to the fullest extent permitted by law.

ARTICLE XX – PROHIBITION ON APPLYING FOR GRANT PROGRAM FUNDING

Subrecipient agrees that it will not apply for or receive EPA Region 3 Thriving Communities Grant Program subrecipient grant funding during the entire Agreement period of performance for any Thriving Grant Program application round for which the Subrecipient organization provided grant application review services, served on a grant review panel or participated in any review or decision making related to Region 3 TCGM Grant Program scoring or awards. This includes any competitive



(Tier I, Tier II, Tier III) or non-competitive (\$75,000) subrecipient grants issued by the Region 3 Grantmaker (GHHI).

ARTICLE XXI - ENTIRE AGREEMENT

This instrument and its attachments constitute the sole and only agreement of the parties hereto relating to said grant and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement is of no force or effect.



ARTICLE XXII - AMENDMENTS

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

Subrecipient, by signing this Agreement, affirms that it has the expertise required to provide the services required to fulfill the terms of this Agreement. I understand and agree to abide by the terms of this Agreement.

Martha Shickle
B8E2834474C9491...

Martha Shickle Executive Director

Nov 12, 2025 | 1:33 PM EST

Date

Richmond Regional Planning District
Commission

Ruth Ann Norton
6171FEFD32CD49A...

Ruth Ann Norton, President and CEO

Nov 12, 2025 | 2:07 PM EST

Dat

e Green & Healthy Homes Initiative



APPENDIX A – SCOPE OF SERVICES

The Subrecipient agrees to perform and complete the following TCGM Grant requirements in furtherance of the EPA Region 3 Thriving Communities Grantmaking Program (“Grant Program”):

1. Program Award Roles, Requirements and Responsibilities

Roles and responsibilities of the Subrecipient organization includes but is not limited to:

- Perform all services as described in Subrecipient’s TCGM Grant Application, Work Plan and Budget;
- Agree to TCGM Conflict of Interest Policy and Execute Conflict of Interest Forms;
- Provide organization W-9 Form;
- Provide organization Certificate of Insurance or proof of insurance;
- Provide verification of the organization’s current Good Standing with the applicable state department of assessment and taxation;
- Complete data and evaluation design and track program outputs and outcomes;
- Complete a TCGM Quality Assurance Project Plan (QAPP) (as applicable)
- Attend the following Grant Program meetings (subject to change):
 - Initial Virtual Meeting
 - In-Person Kick-off Meeting
 - Monthly Virtual Meetings
 - Quarterly Virtual or In-Person Meetings
 - Virtual or In-Person Close Out Meeting

2. Conduct Outreach and Promotion of Grant Program and Grant Opportunities

- Provide supporting outreach to networks and communities about the EPA Region 3 Thriving Communities Grant Program and other grant opportunities and grant application announcements as requested and agreed upon with GHHI;
- Link community residents to other TCGM Grant Program subrecipient awardees in their local jurisdictions if applicable;
- Include on all promotional or Grant Program outreach materials the following language:
 "The work that provided the basis for this publication was supported by funding



under an award with the U.S. Environmental Protection Agency. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

3. Grant Program Communications



- Subrecipient agrees to receive GHHI communications from GHHI email and GHHI's mass-email platforms as well as other Grant Program communication platforms;
- Subrecipient agrees to respond to communications and requests from GHHI in a timely manner;
- Subrecipient agrees to assign a primary Point of Contact for communication with GHHI regarding Grant Program administrative, technical and programmatic matters;
- Copies of all press releases, promotional announcements, and other planned, written issuances containing news or information concerning work products or activities of this Grant Program that may be made by the Subrecipient or its staff, or other person or organization participating in the work of the Grant Program, shall be provided to GHHI for review and for submission to EPA for review and comment at least two weeks before the planned release but in no event later than the release date.

4. Grant Program Reporting

- Subrecipient will provide Grant quarterly program reporting and financial reporting;
- Subrecipient will provide Grant final program and evaluation reporting;
- Subrecipient will submit a final financial report within 90 days of the end of the Subrecipients work on the Program or the end of the overall Subrecipient Grant Program performance period.

5. Grant Program Billing

- Subrecipient will submit monthly or quarterly billing invoices to GHHI with supporting documentation;
- At a minimum, Subrecipient will submit quarterly billing invoices within 30 days of the end of the Grant quarter.

6. Other Grant Program Responsibilities

- Participate in other Region 3 TCGM Grant Program meetings, conference calls and webinars as appropriate and when requested by GHHI;
- Comply with all of the terms of EPA's regulations, requirements and terms and conditions under the EPA Thriving Communities Grant Program as well as the [EPA's General Terms and Conditions](#);
- Abide by the Subrecipient's organization Code of Conduct in conducting activities under the Grant Program;
- Provide access and comply with all Grant Program document requests, financial audits and programmatic audits requested by GHHI or EPA;
- Help advance initiative objectives and support the EPA's effort in building thriving communities throughout Region 3 through high-quality grant services;
- Other services as agreed to in writing in advance by both parties.



APPENDIX B – PAYMENT SCHEDULE

The Subrecipient will be paid monthly or quarterly for allowable and eligible TCGM Grant Program activities and costs. GHHI will provide advance payments to Subrecipients in accordance with GHHI's TCGM Advance Payments policy. GHHI will not exceed the Federal cap on compensation for individual consultants who are paid on an hourly, daily, or other basis pursuant to 2 CFR 1500.10. Subrecipient agrees to utilize Grant Program funds and account for all grant related expenditures in accordance with generally accepted accounting principles and 2 CFR 200 regulations.

Subrecipient will only be paid by GHHI under the Grant Program following the submission and approval of a TCGM Subrecipient under the Budget;

Subrecipient will only purchase materials and supplies as approved and allowable under the Grant Program and which are deemed reasonable in price through competitive bidding or market rate pricing analysis.

Subrecipient will be reimbursed for travel costs in accordance with TCGM travel expense policies and federal regulations.

Subrecipients will provide services, conduct activities and bill for services based upon the agreed upon work and level of service hours performed for each service. Per EPA requirements, the Subrecipient can only bill for hours worked and services provided on this project.

Subrecipients will utilize small, disadvantaged, minority-owned and women-owned vendors and firms when possible to provide materials, supplies and services on the grant.

Any unauthorized work or work that is not contained in the approved Scope of Services that is conducted by the Subrecipient without prior written authorization will not be reimbursed by GHHI.

GHHI will utilize the following payment schedule:

Payment #1: GHHI will pay Subrecipients for the first monthly or quarterly payment upon receipt of an invoice with all required supporting documentation.

Subsequent Payments: GHHI will pay Subrecipients monthly or quarterly for all future payments upon receipt of invoices with all required supporting documentation.

Advances: GHHI will provide advance payments to Subrecipients upon receipt of an invoice and in accordance with GHHI's TCGM Advance Payments policy.



APPENDIX C – ASSURANCES

Both parties shall comply with all applicable laws, ordinances and codes of applicable federal, state and local governments. The Subrecipient will follow all EPA Thriving Communities Grantmaking Program guidelines in providing TCGM Grant Subrecipient services and performing activities under the Agreement and will adhere to the following assurances, terms, conditions and provisions:

1. The Subrecipient shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
2. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
3. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
4. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
5. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public



Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

8. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that



takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11. Civil Rights Act – Subrecipient agrees to comply with Title VI of the Civil Rights Act and other federal statutes and regulations prohibiting discrimination in federal financial assistance programs, as applicable.

12. FFATA – Subrecipient agrees to comply with Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity’s agreement with EPA entitled “Reporting Subawards and Executive Compensation.”

13. Consultant Fee Cap – Subrecipient agrees to comply with the limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.9 and the General Conditions of GHHI’s agreement with EPA entitled “Consultant Fee Cap.”

14. Management Fees – Subrecipient agrees to comply with the prohibition on paying management fees as set forth in General Condition of GHHI’s agreement with EPA entitled “Management Fees.”

15. Human Subjects Research – In conducting program activities, evaluation or soliciting feedback from participants, Subrecipients will comply with any applicable Human Subjects Research requirements. Any forms, data collection or feedback tools will be in compliance with EPA TCGM program requirements, with the Human Subjects Research (HSR) regulations and with the Paperwork Reduction Act (PRA). Specifically related to HSR, GHHI and the Subrecipient will follow these regulations:

- (a) Applications involving human subjects.
 - (1) Protecting the rights, safety, and welfare of human subjects involved in research supported by EPA grants is the responsibility of the institution which receives or is accountable to EPA for the funds awarded for the support of the project.
 - (2) Institutions engaged in research involving human subjects, with the exception of research eligible for exemption under 40 CFR 26.104, must submit to EPA for review, approval, and official acceptance, written evidence of a Federal wide Assurance (FWA) on file with the U.S. Dept. of Health and Human Services (HHS) or other agency that their institution will comply with regulatory provisions in the Common Rule (codified by EPA at as 40 CFR 26 Part A).
 - (3) Applicants must provide documentation with each proposal of research involving human subjects that it has been reviewed in accordance with the institution's assurance and in compliance with the Common Rule. Review and approval by the EPA Human Subject Research Review Official (HSRRO) to determine compliance with 40 CFR 26 and EPA Order 1000.17 (series) must occur before research involving human subjects may commence.
- (b) Applications involving laboratory animals. Each application for a project involving the use of warm-blooded animals shall include a written assurance that the applicant has registered with the Department of Agriculture and is in compliance with the rules,



regulations, and standards enunciated in the Animal Welfare Act, Public Law 89-554, as amended.

Specifically related to the PRA, GHHI and the Subrecipient will support the EPA in obtaining approval from the Office of Management and Budget (OMB) for any targeted information collections with 10 or more people. To obtain this approval, GHHI will support the EPA's submission of an Information Collection Request (ICR) to OMB by providing information about all the public outreach activities, including: (1) grant application inquiry forms, (2) focus groups (not currently planned), (3) feedback surveys and interviews - specific results, success stories, and feedback; and (4) feedback surveys - general technical accessibility.



Thriving Communities
Grantmaking Program
EPA Region 3

APPENDIX D – GHHI EPA REGION 3 TCGM GRANT AWARD PROJECT DESCRIPTION

This assistance agreement provides funding under the Inflation Reduction Act (IRA) to Green & Healthy Homes Initiative, a Regional Grantmaker. This program funds community-based organizations that are advancing environmental health initiatives in their respective communities. The program seeks to minimize the administrative and procedural burden of applying for federal grants and reduce the overall burden of managing funds throughout the subgrant process. Regional Grantmakers, as pass through entities, are required to redistribute 80 percent of total funds awarded (i.e., 48 million) to communities through competitive and noncompetitive subgrants. The remaining 4 million will be used for administration and closeout costs. Activities in the Subsequent Award Phase include awarding 208 subgrants. Applications will be reviewed on a rolling basis by review panels to include assigned GHHI grant project staff and Technical Assistance (TA) Provider Statutory Partners organizations. Additional activities include reporting on program oversight, management and evaluations for measuring success of subaward program, engaging committed partners, identifying needs of subrecipients and Program Officers to provide responsive technical assistance, developing and implementing grant application and management software, conducting outreach and gathering input from communities on their support needs. GHHI will track milestones, such as days between subaward execution and initial disbursements, and will complete activities, such as preparation, outreach, open call for proposals, support during application, evaluation process and post-award evaluation. GHHI's finance and accounting team will track invoices, disbursements, and outstanding payments. Program materials developed to support the TCGM Program will be reviewed for technical accuracy and quality by the Project Director, Project Manager or other technical staff. All TCGM materials must undergo a QA/QC review by the Region 3 Quality Assurance Manager (QAM) and EPA prior to use. Prior to the start of applicable activities, GHHI will submit cooperative plans for Project Officer review regarding cap amount award policy, conflict of interest and human subjects research.

Anticipated deliverables for the subsequent award only include distributing 72 Tier 1 subawards, 60 Tier 2 subawards, 60 Tier 3 subawards and 16 noncompetitive subawards for severely capacity-constrained community organizations, as well as items such as reporting on program oversight, management and evaluations for measuring success of subaward program and feedback from subawardees on improving efficiency and effectiveness of program. Examples of expected outcomes include changes in subrecipient capacity to manage federal funds, increase in community knowledge on how to access information on issue area and increase in partnerships between community stakeholders. The intended beneficiaries are community based organizations (CBOs) and communities at large located in the Mid- Atlantic region and as identified in the U.S. EPA Inflation Reduction Act (IRA) Disadvantaged Communities Map.

Core Technical Assistance (TA) Providers will provide assistance and tools to inform the efforts of grantees under the TCGM program. Core TA Providers include Children's National, Howard University, and 18 TBD TA Providers based on the needs expressed by applicants. If any TCGM grant funds are awarded for additional technical assistance services to an existing Technical Assistance Provider subawardee under the grant, GHHI will not charge additional indirect costs to the grant for that Technical



Assistance Provider after the initial 25,000 dollars in total direct costs have been expended. Children's National will provide a registry of pediatric patients with asthma in DC region, and a healthy housing map overlaying pediatric asthma morbidity and asthma-related health hazards. Children's National will also leverage its network to promote EPA's TCGM Program awareness and support applicant outreach.

Howard University will support GHHI's Thriving Communities Request for Applications (RFA) outreach as well as provide technical assistance to Subrecipients and for project implementation. 18 TBD TA Providers will provide responsive TA based on the needs expressed by applicants and the related Program Officers. If and when the subaward amount changes, the amount of indirect captured on this line item will not exceed the first \$25,000.

Forms

No.	Name	Page
1	Offeror Information	67
2	Proposal Authorization	69
3	Acknowledgement of Addenda	70
4	Certification of Compliance with Immigration Laws and Regulations	71
5	Litigation Disclosure	72
6	Lobbyist Disclosure	73

Form 1

Offeror Information

Legal Name of Offeror: _____

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

Doing Business As (if applicable): _____

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

Address: _____

Website: _____

FEI/FINT No.: _____

Number of Employees: _____

Authorized Representative for the Offeror

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

Name: _____

Title: _____

Office Phone: _____

Email: _____

Mobile Phone: _____

Primary Contact for the Offeror

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

_____ Same as Authorized Representative

Name: _____

Title: _____

Office Phone: _____

Email: _____

Mobile Phone: _____

State Corporation Commission Identification Number

Pursuant to *Code of Virginia* §2.2-4311.2(b), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized.

SCC Identification Number: _____

What type of business entity is the Offeror?

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

Attach the following information to this form:

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

Form 2 Proposal Authorization by Offeror

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Form 3

Acknowledgement of Addenda

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

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

AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Signature: _____

Name: _____

Title: _____

Date: _____

Form 4

Certification of Compliance with Immigration Laws and Regulations

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

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

_____ Yes _____ No

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

Sworn this _____ day of _____, 20___, on behalf of _____
as evidenced by the following signature:

Legal Name of Offeror: _____

Doing Business As (if applicable): _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

STATE OF _____

CITY/COUNTY OF _____

Form 5

Litigation Disclosure

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

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

_____Yes _____No

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

_____Yes _____No

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

_____Yes _____No

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

_____Yes _____No

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

Form 6

Lobbyist Disclosure

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

Offeror's Organization

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

AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Signature: _____

Name: _____

Title: _____

Date: _____