



REQUEST FOR PROPOSAL

For updates to the

Southside Hampton Roads Hazard Mitigation Plan

City of Franklin All-Hazards Mitigation Plan

Southampton All-Hazards Mitigation Plan

RFP NO.
EM-RFP-2011-01

October 13, 2010

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**SECTION I
GENERAL INFORMATION**

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified businesses to establish an optional-use statewide term contract for a variety of non-technology disaster/emergency management services for use by Commonwealth of Virginia state agencies, local governments, institutions of higher education, and other public bodies on an as-needed basis. This RFP is for disaster and emergency management consulting services to be used by Commonwealth of Virginia state agencies, local governments, institutions of higher education and other public bodies on an as-needed basis. The main objective of this request is to obtain proposals from qualified vendors and to select a vendor to provide the Hampton Roads Planning District Commission (HRPDC), on behalf of and in cooperation with the jurisdictions Norfolk, Portsmouth, Suffolk, Virginia Beach, Franklin, Smithfield, Windsor, Boykins, Branchville, Capron, Courtland, Ivor, Newsoms, Isle of Wight County and Southampton County an updated Southside Hampton Roads Hazard Mitigation Plan, City of Franklin All-Hazards Mitigation Plan, and Southampton County All-Hazard Mitigation Plan.

Proposal submission should not exceed thirty pages in length. The Proposal transmittal letter and letters of reference from recent clients will not count against the page limit. One (1) original and 15 copies of the proposal and one electronic copy in either MS Word or PDF format on a CD will be accepted until 3:00 P.M. Eastern Standard Time (EST) on November 1, 2010 at the Hampton Roads Planning District Commission's Regional Building by the receptionist or by mail to:

Hampton Roads Planning District Commission
Attn: Richard Flannery, Emergency Management Administrator
EM-RFP-2011-01
Regional Office Building
723 Woodlake Drive
Chesapeake, Virginia 23320

A pre-proposal conference will be held October 26, 2010 from 1:00 - 3:00 P.M. in the HRPDC Boardrooms at 723 Woodlake Drive, Chesapeake, VA 23320 to clarify and answer any questions regarding this proposal. Any changes determined necessary which may affect the responses to this proposal will be formally addressed by the HRPDC via addenda. Attendance at this pre-proposal conference is not mandatory, but is advisable. After this time, please direct all questions to Richard Flannery, Emergency Management Administrator at (757) 420-8300 ext. 377.

A. PROPOSAL SOURCE

If you receive a copy of this Request for Proposal from a source other than the HRPDC, contact the HRPDC and provide your name, address, telephone number, and the Proposal Item Number. You will be added to the vendors' list and will receive any addenda to the proposal.

B. PROPRIETARY INFORMATION

Proposers are advised that Title 2.2 Subtitle II Part B Chapter 43 (specifically Section 2.2-4342) of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Proposer. Furthermore, proprietary information shall be submitted with the RFP package and under separate cover. Information not submitted under separate cover and not labeled proprietary shall be Public Information in accordance with State Statutes.

C. AUTHORIZED CONTRACT USERS

Virginia Department of Emergency Management, State Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards, Cities, Counties, and other entities are authorized to use this contract in accordance with the Code of Virginia.

**SECTION II
INSTRUCTIONS TO PROPOSERS**

A. RECEIPT OF PROPOSALS

Proposals will be delivered to the receptionist at the Hampton Roads Planning District Commission's Regional Office Building, 723 Woodlake Drive, Chesapeake, Virginia 23320 until 3:00 P.M. Eastern Standard Time (EST) on November 1, 2010, in accordance with the specifications attached and the other terms and conditions set forth herein.

B. INTENT OF CONTRACT

It is the intent of this request for proposal to procure services as appropriate, for the needs of HRPDC in its administration for the jurisdictions of Norfolk, Portsmouth, Suffolk, Virginia Beach, Franklin, Smithfield, Windsor, Boykins, Branchville, Capron, Courtland, Ivor, Newsoms, Isle of Wight County and Southampton County.

C. PROPOSER'S RESPONSIBILITY

Proposers shall examine this RFP, shall exercise their own judgment as to the nature of the whole of the work to be done, and must assume all risk for any computations or statements made in completing the proposal.

D. CONTRACT AMOUNT

The maximum contract award amount is \$96,250.

E. CONTRACT LENGTH

The project timeline shall be for no longer than December 1, 2010 through December 31, 2011 with plan adoption required by October 6, 2011 for the jurisdictions of Norfolk, Portsmouth, Suffolk, Virginia Beach, Smithfield, Windsor, Boykins, Branchville, Capron, Courtland, Ivor, Newsoms, Isle of Wight County and Southampton County and September 15, 2011 for the City of Franklin.

F. SUBCONTRACTS

The proposer is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be approved by the HRPDC.

G. INTERPRETATIONS AND REQUESTS FOR SUBSTITUTION

1. Any proposer in doubt as to the true meaning of any part of this request for proposal may submit a written request to the HRPDC for an interpretation. The proposer submitting a request will be responsible for its prompt and actual delivery. Any interpretation or approval will be made by addendum duly issued.

A copy of such addendum will be delivered to each proposer receiving a copy of the request for proposal. HRPDC will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make. Only questions answered by formal written addenda will be binding; oral and other interpretations or clarifications will be without legal effect.

2. Proposers must submit every request for interpretation or clarification regarding the services to be provided in writing; by email to rflannery@hrpdcva.gov or by facsimile transmission to (757) 523-4881, to the attention of Richard Flannery. To be given consideration, such requests must be received AT LEAST 24 HOURS PRIOR to the date fixed for the pre-proposal conference. Any and all such interpretations, clarifications, and any supplemental instructions will be issued in the form of written addenda prior to the date fixed for receiving proposals. Failure to receive such addenda shall not relieve proposers from any obligation under this proposal as submitted.
3. When inquiring, replying or forwarding, please list the RFP (i.e. EM-RFP-2011-01) number in the subject line. This is used to direct the email or fax to the appropriate person so the HRPDC may provide prompt service to your request when staff are away from their desk.

H. IRREGULAR PROPOSALS

1. Proposals shall be considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
 - a. If there are unauthorized additions or conditional proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 - b. If the proposer adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.
 - c. If the proposer fails to meet the proposal specifications or is unresponsive to proposal specifications, questions, and/or terms.
 - d. If the proposal fails to include an authorized proposer representative's signature on company letterhead.

I. WITHDRAWAL OR REVISION OF PROPOSALS

1. A proposer may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the time set for receiving proposals. Telephonic communications for withdrawal shall not be accepted.

2. Any proposer may modify his proposal by facsimile communication at any time, provided such communication is received by HRPDC prior to the due date of proposals. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification. If written confirmation is not received within two days after the fax, no consideration will be given to the facsimile modification.

J. INSURANCE

1. Prior to starting work, proposers will furnish the HRPDC a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:
 - a. Comprehensive General Liability: \$1,000,000 per occurrence.
 - b. Workmen's Compensation: As required by Federal and State Worker's Compensation and occupational statutes.
 - c. Professional Liability: \$1,000,000 per claim.
2. The Certificate of Insurance will provide for thirty days (30) written notice to the HRPDC by the Insurance Company prior to cancellation or material change in policy coverage.

J. PROPOSAL EVALUATION

1. The proposal will be evaluated using the following criteria:
 - a. Responsiveness to Scope of Work and Proposal Requirements.
 - b. Professional competence of the firm, including qualifications and competence of key personnel and joint venture or association participants related to the specific areas for which the firm is proposing.
 - c. Experience on projects involving multiple local jurisdictions and agencies.
 - d. Experience with similar projects and submission of previous work samples.
 - e. Record of the firm in accomplishing work on other projects with respect to such factors as the quality and adequacy of the work, resource allocation, ability to meet schedules, innovative approaches and cost control.
 - f. Accessibility of the firm and the ability of key personnel to visit the project area.
 - g. Knowledge of the Hampton Roads area.

- h. Ownership of firm by minority or participation of minority personnel, or subcontractors on the project.

After the panel's initial evaluation of the proposals, the panel may, if necessary, hold interviews with the top ranked proposers. Proposers selected for an interview will be contacted by November 15, 2010. Each interview will be no more than 60-minutes, with the consultant's presentation limited to not more than 20-minutes. Any area of specific concern will be identified before the interview. The HRPDC reserves the right to select a consultant based solely on written proposals and not convene oral interviews. If interviews are required, they will be held before November 30, 2010.

- 2. HRPDC reserves the right to reject any and all proposals and waive any and all informalities and the right to disregard all nonconforming or conditional proposals or counter proposals. HRPDC reserves the right to reject any proposal if investigation of such proposer fails to satisfy HRPDC that such proposer is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents.

Any and all proposals will be rejected if there is reason to believe that collusion exists among the proposers. The signature on the face of this proposal certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person also submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law and can result in fines, prison sentences, and civil damage awards. Proposer's signatory agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign this proposal for the proposer.

**SECTION III
SCOPE OF WORK**

A. BACKGROUND

The Hazard Mitigation Planning Committee’s (HMPC) long term goal is to create community disaster resistance through planning for hazard mitigation before disaster strikes, and ensure that, through recovery planning for both land and waterways, the community integrates the concepts and principles of sustainable development through the preparedness, prevention, recovery, and reconstruction phases of the process.

The current hazard mitigation plans are available at the following locations.

Southside Hampton Roads Hazard Mitigation Plan

<http://www.vdem.state.va.us/library/plans/mitigateplans/SouthsideHamptonRoads/SouthsideHamptonRoadsFinalPlan.pdf>

City of Franklin All-Hazards Mitigation Plan

http://www.vaemergency.com/library/plans/mitigateplans/CityFranklin/All-Hazards_Mitigation_Plan.pdf

Southampton County All-Hazards Mitigation Plan

http://www.vaemergency.com/library/plans/mitigateplans/SouthamptonCounty/PDF_Files/Southampton_FullPlan.pdf

B. OBJECTIVE

The HRPDC requires contractor services to assist the localities and their various jurisdictional departments in assessing the regional hazards, establishing mitigation goals and objectives, and identifying projects that will help these localities prepare for and reduce the impacts of a natural disaster and man-made hazards. Representatives from the following localities will comprise the HMPC.

- City of Norfolk
- City of Portsmouth
- City of Suffolk
- City of Virginia Beach
- City of Franklin
- Town of Smithfield
- Town of Windsor
- Town of Boykins
- Town of Branchville
- Town of Capron
- Town of Courtland
- Town of Ivor
- Town of Newsoms
- Isle of Wight County
- Southampton County

This Committee shall work closely with the Contractor and provide the best available local data to support this planning process, timely feedback on draft documents at various stages in the planning process, guidance for the development of mitigation strategies for

the respective localities, and review and adoption of the final FEMA-approved mitigation plan.

The Project Director and point of contact for this contract is Richard Flannery, Emergency Management Administrator, HRPDC.

The main objective of this request is to revise the current Southside Hampton Roads Hazard Mitigation Plan, City of Franklin All-Hazards Mitigation Plan, and Southampton County All-Hazards Mitigation Plan. This will include an “all hazards” mitigation approach, to identify additional hazards that could impact the cities and counties, an updated risk assessment and capability assessment, and an update and/or develop new mitigation strategies to address natural and man-made hazards and provide planning support in meeting the National Flood Insurance Program Community Rating System requirements for participating localities and/or those desiring to participate.

C. PRIMARY SCOPE OF WORK

1. Working with the HMPC: Contractor responsibilities include assisting this committee with setting a plan development timeline and related planning goals, and providing planning guidance to the committee and information to the media and general public.
2. The contractor will assist with the coordination of public meetings for the development of this plan, as noted below. Proposers may provide alternative strategies for addressing the required public involvement meetings.
 - a. Plan kick-off meeting for each locality to explain the planning effort and data gathering process to the local officials and public. This meeting also will recognize the HMPC and invite members of the public and other organizations to take part.
 - b. Meeting in each locality to explain the results of the Hazard Identification and Risk Assessment (HIRA) analysis to the HMPC and the public. This meeting also will start the discussion about the appropriate mitigation goals, strategies, and projects necessary to address the issues highlighted by the HIRA analysis.
 - c. Meeting in each locality to provide a summary of the mitigation strategy development process and present the initial draft of the mitigation plan to the public and the HMPC. This meeting also will start the public comment process on the draft plan. Comments received from and after this meeting shall be used by the Contractor to revise the draft mitigation plan as needed to address the needs, concerns, and goals of the HMPC, its localities, and citizens.
 - d. Meeting in each locality to present the final draft document to the public and the HMPC for final review and comment.
 - e. Meeting with HMPC to receive endorsement of the final draft plan prior to sending it to the State for review and submission to FEMA for approval (plan submission requirements are listed below in Section III.7)
 - f. Additional meetings as necessary:
 - a. With local officials and agency representatives to discuss and collect information for this planning process;

- b. With the HMPC to generate the mitigation goals, strategies, and projects lists and set priorities for the completion of these items;
 - c. With local planning and council/commission officials to support the mitigation plan adoption process in each locality;
 - d. With state mitigation staff to discuss the progress and elements of this planning process, especially following review of the draft and final plans.

- 3. Where available, the community data collected, reviewed, and incorporated into this plan should include, but is not limited to, the following:
 - a. Current land use and projected land use (5 year build-out assessment).
 - b. Zoning ordinances
 - c. Comprehensive plans
 - d. Emergency Operations Plans
 - e. Relevant local GIS data (especially tax parcel and/or building outline layers), if available
 - f. Local flood maps (FIRM and DFIRM Maps)
 - g. Soil surveys
 - h. Storm water management data
 - i. Sea level rise data
 - j. Census data
 - k. Historical storm data
 - l. Vulnerability assessments
 - m. Additional information from other agencies related to the community, including:
 - i. Department of Transportation plans
 - ii. Army Corps of Engineers plans and documents
 - iii. Cooperative Extension reports and information
 - iv. Department of Interior and Virginia Department of Forestry

- 4. Reassess Hazards, risks, vulnerability, and loss estimation analyses:
 - a. As part of this planning process, the updated plan shall address those hazards that the HMPC and its constituent localities are exposed to: natural hazards, technological, and man-made hazards to including but not limited to flooding, hurricanes, winds, storm surge, drought, wild fire, tornados, earthquakes, sea level rise, radiological, and hazardous materials. A profile of these hazards shall be developed using available data from various sources. Hazards data should be reviewed, documented, referenced, and summarized in the plan with graphics used as needed to illustrate important points and results. Summaries shall include information and data on past occurrences and the probability of these hazards occurring in the future.
 - b. The hazards risks of each of the region's localities must be assessed where they vary from the risk facing the entire study area.
 - c. The Contractor shall perform a vulnerability assessment, including identifying each locality's assets, analyzing current and future development trends, and

- estimating the potential losses in order to assess the current and future buildings, infrastructure, and critical facilities located in the identified hazard areas.
- d. The Contractor shall give consideration to existing studies that have evaluated natural and man-made hazards as well as observed or reported historical storm damage data. These documents may include local newspaper reports, agency reports, comprehensive plans, storm water management plans, emergency operations plans, zoning ordinances, and other plans, reports, and data sources as needed. Where necessary, information and data from these sources should be incorporated into this mitigation plan. Each source used in the development of this plan should be referenced within the draft and final document.
 - e. The Contractor shall identify repetitive loss properties within each locality.
 - f. The Contractor will identify literature resources for mitigating against man-made and technological disasters.
5. Updating, Revising, and/or Creating New Mitigation Goals, Strategies, and Projects identification and evaluation:
- a. After review of the local and regional planning and operations documents, the contractor shall provide a summary of those mitigation activities currently being performed by each locality in the region.
 - b. The planning committee and the Contractor shall update, revise, and/or create a comprehensive range of general and hazard-specific mitigation goals, strategies, and projects that will allow the communities to correct insufficiencies in local planning documents, increase local capability to plan for and respond to the identified hazards, and reduce and/or avoid long-term vulnerabilities to the identified hazards, with particular emphasis on existing and future buildings, infrastructure, and critical facilities
 - c. The hazard mitigation plan developed under this proposal also must meet the planning criteria and public participation requirements in 44 CFR part 78.5, which will be referred to in the rest of the document as Flood Mitigation Assistance (FMA) Plan process.
 - d. The Contractor shall perform any revisions necessary to bring the plan into compliance for the FMA requirements.
 - e. As part of the FMA planning requirements, this mitigation plan specifically must analyze and identify mitigation actions to address any repetitive loss properties in the region while maintaining the confidentiality of the properties on the repetitive loss list. Guidance is available from VDEM and will be provided on how to accomplish this task. A list of the repetitive loss properties in the region will be provided from the localities after the contract is awarded.
 - f. The Contractor shall work closely with the HMPC to evaluate the benefit costs of the proposed mitigation goals, strategies, and projects, and prioritize the overall list.
 - g. Each mitigation project shall include information identifying how each will be prioritized, implemented, potentially funded, and administered by the locality. The Contractor shall prepare identifiable action items specific to each locality and for the region as a whole. Where possible, the data for each project should be entered into the mitigation project data sheet.

10. Deliverable:

As per the negotiated contract, the Contractor shall provide the HRPDC and each participating locality:

- a. Three (3) paper copies and one electronic copy in a Word and PDF format of all finished plans, including the maps, adoption resolutions, and FEMA approval letters.
- b. All GIS data and other databases used in the plan development;
- c. All completed HAZUS runs and data;
- d. Any confidential data or information used in the plan development; and
- e. Other items as noted during the contract negotiations.

Localities shall have the option to purchase additional paper copies, if desired.

11. Schedule of Activities and Deliverables.

The Contractor shall develop a schedule for the planning activities noted in the previous paragraphs with a completion date no later than December 31, 2011. A suggested format is provided below:

Activity	Date
Conduct formal review of current plans and identify data requirements	
Meet with HMPC/ Working Group to go over process, timeline for project completion	
Initiate Hazard Identification and Risk Assessment (HIRA)	
Present draft findings of HIRA to CoH, HRPDC, HMPC and Working Group for review/comment	
Complete Hazard Identification and Risk Assessment (HIRA)	
Presentations to local governing bodies and public groups on HIRA and solicit feedback.	
Set goals for mitigation strategies and review mitigation activities	
Capability assessment and mitigation strategy development	
Prepare and print draft mitigation plan	
Presentations to local governing bodies and public groups to develop goals for mitigation strategies, review mitigation activities, and solicit feedback.	
Prepare and Print Revised Mitigation Plan	

Comprehensive plan review by local Planning Commissions/Governing Bodies	
Submit Mitigation Plan for preliminary approval by VDEM	
Submit Mitigation Plan for preliminary approval to FEMA	
Public hearings/Mitigation Plan adoption by Local Governing Bodies	
Submit for Final Mitigation Plan approval	
Finalization/Print and distribute copies of final plan	

D. REPORTING REQUIREMENTS

Contractor shall be responsible for the following:

1. Monthly reports to Project Director that shall include updates on the status of the planning process and the project expense reports.
2. An initial report to HMPC and one for VDEM that shall include:
 - a. A list of the primary contacts for this planning process, including the HMPC members and the primary planning and GIS contact(s) for the Contractor;
 - b. A list of the localities included in the planning process;
 - c. An initial timeline for the planning effort detailing the start of the planning effort, major deliverable dates, estimated meeting dates, estimated completion/submission dates for the draft plans, review and approval periods for the respective state and federal agencies (three reviews by each – draft, final draft, final for approval), local adoption efforts, and final delivery of the approved plan to HMPC and the respective localities; and
3. Other requirements as determined during the contracting process.

SECTION IV REQUIRED SUBMITTALS

A. PROPOSAL FORMAT

The proposal shall be prepared in accordance with the format listed below, noting that the total response submitted should not exceed 30 pages, exclusive of resumes, proof of financial stability, references, information describing the proposer's organization and copies of previous relevant work. Legibility, clarity, and completeness are essential. Please be comprehensive, but brief.

1. Transmittal Letter

A transmittal letter signed by an official authorized to solicit business and enter into agreements for the firm. The transmittal letter should include the name, address, telephone and fax of a contact person. You may use your own format.

2. Title Page

A title page should show the RFP title, number, proposer's firm, name of contact person, address, telephone number and the date.

3. Overview and Summary

This section should clearly convey that the proposer understands the nature of the work and the general approach to be taken. It should include, but not be limited to the following:

- a. A description of the work required.
- b. A discussion of the purpose of the project
- c. A summary of proposed approach
- d. The assumptions made in selecting the approach

4. Detailed Work Plan

- a. A discussion of how you will conduct each task of the project, identification of deliverables and a preliminary schedule. The description of the proposed approach to performing the project should fully discuss the tasks in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks, subtasks, and important milestones.
- b. A detailed staffing plan for each task and subtask of work. Identify all staff by name and the specific tasks for which the individual will be

responsible. Include a roster of key personnel and a description of consultant's approach to managing resources and ensuring quality results. Also include a description of subcontractors, if any and their role and specific tasks.

- c. Indicate who will act as project manager and approach to managing the project to ensure completion within budget and schedule. Also indicate proposer's expected role of HRPDC staff including time requirements of staff to aid in the completion of the project.

B. QUALIFICATION, EXPERIENCE AND REFERENCES

1. Resumes

This section should include one-page resumes for each staff person assigned to the project, summarizing the individual's training and experience relevant to the work. Resumes should also be provided for principals and key personnel of subcontractors proposed to provide work on this project. This section may be included as an appendix.

Qualified personnel should have experience in the following areas:

- a. Floodplain Management
- b. Community Rating System

2. Office Location

Include office location where work would be performed.

3. Sample Documentation

Provide a one page description of any previous projects similar to the services requested, indicating the project title, timing, budget, sponsoring agency, agency project manager and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, telephone and fax numbers and the year in which the work was completed. Sample documentation must be provided of similar work performed.

List any present activities and job commitments, including an indication of availability to pursue completion of the work tasks as described in the scope of work.

4. References

Please provide a list of organizations that may be contacted for reference, including name, title, and phone number of contact person for each. Also note types of services provided to each organization listed. This section may be

included as an appendix. References may be checked for one or more of the short-list candidates.

5. Licenses Requirements

Proposers need to provide proof of a valid Virginia business license.

6. Financial Stability

Please provide a copy of your most recent audit report or financial statements as proof of financial stability.

C. ADDITIONAL REQUIREMENTS

1. All information requested in this Request for Proposal should be submitted. Failure to submit all information requested could result in the rejection of the proposal.
2. All proposals submitted under this RFP will become the property of HRPDC and will not be returned. However, if any portion of the proposal is marked “proprietary” or “confidential” and is clearly noted, this portion may be returned to the proposer after award of contract upon request.
3. HRPDC may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to HRPDC all such information and data for this purpose, as HRPDC may request. HRPDC reserves the right to reject any proposal if the evidence submitted by, or investigated of, such proposer fails to satisfy HRPDC that such proposer understands the full scope of work and is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

D. AFFIRMATIVE ACTION AND DBE PARTICIPATION

Consultant shall present documentation to describe its compliance with the Federal and State nondiscrimination laws and regulations and its Disadvantaged Business Enterprise (DBE) activities and proposed DBE commitment for this project.

A description of (1) consultant’s activities undertaken to comply with the provisions of the RFP concerning DBE participation, and (2) consultant’s proposed DBE Commitments.

E. BASIS FOR SELECTION

An evaluation team may identify two or more offerors for interview, based on the evaluation criteria stated in Section II, Paragraph J. At the conclusion of the interviews, the evaluation team will select, in order of preference, those offerors whose proposals are

deemed most meritorious. Negotiations will be conducted with the offeror ranked first. If a satisfactory contract can be negotiated at a price considered fair and reasonable, the award will be made to that offeror. If a contract with the offeror ranked first cannot be negotiated, negotiations may be conducted with the offeror ranked second, and so on until a contract has been negotiated or all proposals are rejected. Final award of the contract will be made by the Executive Director of HRPDC at his discretion.

E. STATEMENT OF COMPLIANCE

Please note any deviation in compliance with this Request for Proposal, as requested by HRPDC.

F. VENDOR SUBMITTAL

Vendor _____ Federal ID# (Please include W-9) _____

Address _____ Remittance Address: _____

City, State, Zip Code _____

Email Address _____ Payment Terms _____

Typed Name, Title, _____

Signature _____ Date _____

Telephone # _____ Fax # _____

Check block below for applicable minority indicator:

- Asian Indian
- Black
- Asian Pacific
- Hispanic
- Native American
- Small Business
- Women Owned
- Small Disadvantage Business
- Service Disabled Veteran-Owned Business

**SECTION V
TERMS AND CONDITIONS**

A. COMMONWEALTH OF VIRGINIA PUBLIC PROCUREMENT ACT

This request for proposal is subject to the provisions of the Commonwealth of Virginia Public Procurement Act, and any revisions thereto in effect at the time of this Request for Proposal.

B. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

In the solicitation or awarding of contracts, HRPDC shall not discriminate on the basis of race, religion, age, disability, color, sex, or ethnicity of the bidder or offeror. Every contract in excess of ten thousand dollars, (\$10,000) shall include the following provision:

All proposers shall abide by applicable state and federal laws including, but not limited to, all provisions of the Americans with Disabilities Act. Each proposer agrees to hold HRPDC harmless regarding all claims in connection with the proposer's failure to comply with applicable laws and regulations.

C. PURCHASE ORDER/CONTRACT

This proposal and any resulting purchase order/contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Virginia.

D. KICKBACK

By signing proposal, the proposer's representative certifies that he/she has not offered or received any kickback from any other proposer, supplier, manufacturer, or subcontractor in connection with this proposal. A kickback is defined as an inducement for the award of the contract, subcontract, or order through any payment, loan, subscription, advance, deposit of money, services, or anything of value in return for an agreement not to compete on a public contract.

E. PROPOSAL TERMS

Proposals submitted must be firm for a period of ninety days from proposal submission date, unless otherwise specified, and no proposal may be withdrawn during that period.

H. ADDITIONAL USERS

This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation

shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the Contractor. Such modification shall name the specific agency added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

**SECTION VI
HRPDC CONTRACT**

HAMPTON ROADS PLANNING DISTRICT COMMISSION

CONTRACT

This Contract is made this _____ day of _____ 2010, by and between the Hampton Roads Planning District Commission (hereinafter referred to as the "Commission") and _____ (hereinafter referred to as the "Consultant"). The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. **PROJECT.** The Consultant shall carry out the project as set forth in Attachment A - RFP No. EM-RFP-2011-01 and the _____ Technical Proposal dated _____, known as the "Scope of Services" for the Hampton Roads Planning District Commission (HRPDC), on behalf of and in cooperation with the jurisdictions Norfolk, Portsmouth, Suffolk, Virginia Beach, Franklin, Smithfield, Windsor, Boykins, Branchville, Capron, Courtland, Ivor, Newsoms, Isle of Wight County and Southampton County subject to and in accordance with the terms and conditions listed within this contract.

2. **TIME OF PERFORMANCE.** The project shall commence on _____, 2010 and shall terminate no later than December 31, 2011. All work will be accomplished in accordance with the schedule outlined in Attachment A, Section II, E.

The Commission may extend the period of performance to provide for the performance by the Consultant of the optional services, described in Attachment A - Scope of Services and/or any other changes to the Scope of Services, as mutually agreed upon by the Commission and the Consultant.

3. **RENEWAL OF CONTRACT.** This contract may be renewed by the Commission upon written agreement of both parties for one year and up to four {4} successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

4. **SUBCONTRACTS.** No portion of the work shall be subcontracted without prior written consent of the Commission. In the event that the Consultant desires to subcontract some part of the work specified herein, the Consultant shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors.

5. **PAYMENT.** The Commission shall pay the Consultant as services are rendered satisfactorily complete. Maximum payment by the Commission to the Consultant will not be greater than \$96,250.00 without prior authorization by the Commission. Requests for payment must be accompanied by appropriate financial and work progress documentation to support the request for payment. Such reports and invoices shall be detailed in accordance with Attachment A to show what tasks have been completed and to compare the time of completion with the proposed time of completion. Subject to

receipt of funds by the Commission as provided in Paragraph 6, payment by the Commission shall be made to the Consultant within forty-five (45) days of receipt of an invoice in satisfactory form in accordance with the requirements of this contract and in accordance with Commission procedures. Payments due the Consultant shall be subject to a service charge of one and one-half (1.5) percent per month for invoices not paid when due.

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Consultant directly to the Hampton Roads Planning District Commission, 723 Woodlake Dr. Chesapeake, VA 23320. All invoices shall show the HRPDC contract number; social security number (for individual consultants), or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Consultant at the contract price, regardless of which public agency is being billed.
6. SOURCE OF FUNDS. Funds to support the work effort provided for in this Contract are being provided to the Commission by the Federal Emergency Management Agency (FEMA) through the Virginia Department of Emergency Management (VDEM). Payment of invoices under this Contract by the Commission is subject to receipt of funds drawn down from FEMA via VDEM.
7. FUNDING CREDIT. Any reports and documents produced under the terms of this Contract will include the following credits:
- a. Southside: "This report was funded by the Federal Emergency Management Agency through the Virginia Department of Emergency Management, via grant Agreement number PDM-2010-000-011 for \$123,724" and will include the HRPDC, VDEM, and FEMA logo.
 - b. Franklin and Southampton: "This report was funded by the Federal Emergency Management Agency through the Virginia Department of Emergency Management, via grant Agreement number PDM-2010-000-012 for \$30,000."
8. COMMONWEALTH OF VIRGINIA PUBLIC PROCUREMENT ACT. This contract is subject to the provisions of the Commonwealth of Virginia Public Procurement Act, and any revisions thereto in effect at the time of this contract.
9. PURCHASE ORDER/CONTRACT. This resulting purchase order/contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Virginia.

10. KICKBACK. By signing this contract, the Consultant certifies that he/she has not offered or received any kickback from any other proposer, supplier, manufacturer, or subcontractor in connection with this proposal. A kickback is defined as an inducement for the award of the contract, subcontract, or order through any payment, loan, subscription, advance, deposit of money, services, or anything of value in return for an agreement not to compete on a public contract.
11. LIABILITY. The Consultant will maintain appropriate liability insurance coverage throughout the term of this Agreement, as follows:
 - a. Name the Commission as an additional insured and provide certificates or other evidence that the required insurance is in force.
 - b. Worker's compensation and employer's liability insurance as required by the Commonwealth of Virginia.
 - c. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, and owned, non-owned or hired vehicles with \$1,000,000 combined single limits.
 - d. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

It is the intent of the parties to this Contract that the Commission shall not be held liable for damages to the extent they are caused by the fault or negligence of the Consultant.

Consultant's liability for the Commission's damages, not otherwise covered by required insurances, will, in the aggregate, not exceed \$96,250. This provision takes precedence over any conflicting Article of this Contract or any document incorporated into it referenced by it. This limitation of liability will apply whether Consultant's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Consultant's officers, affiliated corporations, employees, and subcontractors.

12. NONDISCRIMINATION. In its performance of work activities under this Contract, the Consultant warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or handicapped status. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Commission, state that the Consultant is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of the Contract.

The Consultant shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that such provision shall be binding upon each subcontractor or vendor.

All proposers shall abide by applicable state and federal laws including, but not limited to, all provisions of the Americans with Disabilities Act. Each proposer agrees to hold HRPDC harmless regarding all claims in connection with the proposer's failure to comply with applicable laws and regulations.

13. CHANGES. The Commission may direct changes within the general Scope of Work in this Contract. Any Change will require prior notice to the Consultant and agreement on the price of the change. The Consultant must obtain prior written approval from the Commission for any changes to the project, including, but not limited to, changes of substance in program activities, designs, or plans set forth in Attachment A, which are proposed by the Consultant. If such changes affect the Consultant's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the Contract.
14. TERMINATION FOR CAUSE. The Commission reserves the right to terminate the Contract, in whole or in part, at any time before the date of completion, upon written notice to the Consultant that it has failed to comply with the conditions of the Contract. The Consultant shall not incur new obligations for the terminated portion of the project after the date of the termination notice, and shall cancel as many outstanding obligations as possible. In the case of a termination for cause, the Commission shall pay for contracted services successfully completed by the Consultant through the effective date of the termination. The Commission will not be liable for damages or costs of any kind following termination and final payment to the Consultant, specifically including claims for anticipated profit. Any damages of the Commission associated with a termination for cause shall be compensated for or recovered by the Commission through separate agreement.
15. TERMINATION FOR CONVENIENCE. The Commission may terminate the Contract, in whole or in part, if the Commission determines that the continuation of the Contract supported activities will not produce beneficial results commensurate with further expenditure of funds. The Consultant shall not incur new obligations for the terminated portion after termination notice and shall cancel as many outstanding obligations as possible. In the case of a termination for convenience, the Commission shall pay for contracted services, rendered by the Consultant through the effective date of the termination. The Commission will not be liable for damages or costs of any kind

following termination and final payment to the Consultant, specifically including claims for anticipated profit.

16. MAINTENANCE OF RECORDS. The Consultant shall maintain all required records and provide the Commission an audit in accordance with applicable state and federal laws and Generally Accepted Accounting Procedures. That audit will be reviewed by the Commission for compliance with state and federal laws and regulations. The Consultant will ensure that appropriate corrective action is taken within six months after receipt of the audit report in instances of noncompliance with state and federal laws and regulations.

The Consultant agrees to retain all books, records and other documents relative to this Contract for three (3) years after final payment, or until the Project is audited by the Commission, whichever is later. The Commission, its authorized agents and/or auditors shall have full access to and right to examine any of said materials during said period.

17. COLLATERAL CONTRACTS. Where there exists any inconsistency between this Contract and other provisions of collateral contractual agreements which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.
18. PRIME CONSULTANT RESPONSIBILITIES. The Consultant shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime consultant. The Consultant agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
19. INTEGRATION AND MODIFICATION. This Contract constitutes the entire Contract between the Commission and the Consultant. No alteration, amendment, or modification in the provisions of the Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
20. SEVERABILITY. Each paragraph and provision of this Contract is severable from the entire Contract; and, if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Commission.
21. INDEMNIFICATION. Consultant agrees to indemnify, defend and hold harmless the Commission and the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Consultant, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Consultant on the materials, goods or equipment delivered.

22. INVENTIONS AND COPYRIGHTS. As, and only as, requested by the Commission, the Consultant shall apply, or promptly and willingly assist (including without limitation by executing and delivering documents) the Commission in applying, for patent, copyright, and/or other intellectual-property protection of any inventions, discoveries, documents, designs, drawings, papers, notes, forms, interim reports, final reports, graphics, images, computer programs and data, other works of authorship, and other information and/or materials, whether in electronic, magnetic/optical-media, or printed form, (collectively, “Materials”) prepared by the Consultant in the performance of its obligations under this Contract. The provisions of this paragraph are further subject to the provisions of Paragraphs 23 and 24 of this Contract.
23. OWNERSHIP OF MATERIALS. The Consultant acknowledges and agrees that the Commission has and shall have ownership of any and all Materials prepared by the Consultant in the performance of its obligations under this Contract. The Consultant shall promptly disclose to the Commission any and all Materials and, at the Commission’s request, shall provide the Commission with one or, if so requested by the Commission, more electronic, magnetic/optical-media, and/or printed copies of each of the Materials. The Consultant may retain electronic, magnetic/optical-media, and/or printed copies of the Materials and with the Commission’s prior written consent on a case-by-case basis, use such copies, but only in the course of the Consultant’s business and provided that the Consultant includes on any and all such Materials, regardless of form, any and all appropriate notices of the Commission’s rights, including without limitation its intellectual property rights, in and to the Materials. The provisions of this paragraph are further subject to the provisions of Paragraph 22 of this Contract.
24. CREATION OF INTELLECTUAL PROPERTY. The Consultant acknowledges and agrees that the Commission owns and shall own any and all patent rights, copyrights, other intellectual property rights, and any and all other proprietary rights in and to the Materials prepared by the Consultant in the performance of its obligations under this Contract. The Consultant agrees to assign, and hereby does assign, to the Commission any and all rights, including without limitation copyrights and any other rights arising under Title 17 of the United States Code, that the Consultant would, except for such assignment, have in and to the Materials. With the Commission’s prior written consent, the Consultant may create and use, but only in the course of the Consultant’s business, derivative works based on the Materials. The preceding does not apply to any background materials which Consultant supplies to complete [the task] which is subject to preexisting copyright protections.
25. CONFIDENTIALITY. The Consultant expressly acknowledges and agrees that all reports, documents and communications of every kind, whether written or oral, concerning specific contractual matters, planning or assumptions received in the performance of the work from the Hampton Roads Planning District Commission (HRPDC), its staff, Board, legal counsel, or other agents or advisors (collectively “Confidential Information”) shall be held in strictest confidence and maintained as strictly confidential. Confidential Information shall include information that, when taking into consideration the circumstances surrounding disclosure of the same, a

reasonable person would consider being confidential or proprietary. This provision shall not apply to information which (1) has been published and is in the public domain, (2) has been provided to Consultant by third parties who have the legal right to possess and disclose the information, (3) was in the possession of Consultant prior to the disclosure of such information to Consultant by HRPDC, (4) is required by law or any governmental agency to be disclosed, or (5) would require disclosure to comply with the ethical obligations of Consultant to protect the public.

No Confidential Information shall be disclosed to other clients of the Consultant, other consultants, private companies, public entities, the media, the general public, or any other third party unless directed to do so by the Commission's Executive Director. However, such Confidential Information may be documented in briefing materials provided to the Commission and its staff, and the Urban Area Working Group; provided such briefing materials are clearly annotated as Confidential Working Papers.

The Consultant shall take all appropriate and necessary steps to protect Confidential Information and to limit access to Confidential Information in its possession to those of its employees, agents and subcontractors required to have access to the Confidential Information in the performance of this work and who are bound in writing to keep the information confidential pursuant to confidentiality agreements with terms no less restrictive than those contained in this Agreement. The Consultant shall include these confidentiality provisions in any agreement between the Consultant and a subcontractor or agent related to the performance of the work so that these provisions will be binding upon them with equal and like effect. The Consultant shall be responsible for communicating to each party identified in this paragraph C who receives or is given access to Confidential Information the terms of these provisions and the obligations of that party to abide by the requirements hereof.

Upon completion of performance of the work, the Consultant, its agents and any subcontractors, agree to deliver to the Commission all Confidential Information obtained during performance of the work, in any medium, and, if requested by the Commission, to provide written confirmation that all such Confidential Information has been delivered to the Commission; provided, however, Consultant may retain a record copy of its work product.

The Consultant shall immediately notify the Commission if the Consultant learns of any unauthorized use or disclosure of Confidential Information and will cooperate in good faith to remedy such occurrence immediately to the extent reasonably possible.

In the event that Consultant becomes legally compelled to disclose any such Confidential Information, Consultant will provide the Commission with prompt notice so that the Commission may seek a protective order or other appropriate remedy; in the event that such protective order or other remedy is not obtained, Consultant will furnish only that portion of the Confidential Information which Consultant is advised by opinion of counsel is legally required and will cooperate with the Commission in seeking reliable assurance that confidential treatment will be accorded the Confidential Information.

The Consultant acknowledges and agrees that a violation of the provisions of this confidentiality requirement may cause irreparable damage to the Commission, the Urban Area Working Group, or the member cities and counties of the Urban Area Working Group (together, the “Affected Parties”), and these confidentiality provisions are made for the express benefit of and shall be enforceable by any of the Affected Parties. Consultant agrees that these provisions may be specifically enforced in any court of law having jurisdiction. In addition to and not in limitation of any other rights or remedies the Affected Party may have for a breach of the provisions of this confidentiality requirement, the Affected Party may recover money damages, subject to the limitations in Section 14; and in addition to money damages, the Affected Party shall be entitled to obtain equitable relief for any such breach (without requirement of bond or corporate surety) so that Consultant shall be required to cease and desist immediately from breaching such provision (it being agreed that damages alone would be inadequate to compensate the Affected Parties and would be an inadequate remedy for such breach).

These provisions shall expressly apply to and bind the Consultant, its agents, officers, employees, subcontractors and any permitted assigns.

26. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION. The Consultant assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual’s and the agency’s written consent and only in accordance with federal law or the Code of Virginia. Consultants who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Consultants shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Consultants and their employees working on this project may be required to sign a confidentiality statement.
27. CONTINGENT FEE WARRANTY. The Consultant warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing this Contract. The Consultant further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Contract. For breach of one or both of the foregoing warranties, the Commission shall have the right to terminate this Contract without liability, or in its discretion, to deduct from the agreed fee, amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.
28. CONFLICT OF INTEREST. The Consultant warrants that it has fully complied with the State and Local Government Conflict of Interests Act.

29. DISCLAIMER. Nothing in this Contract shall be construed as authority for either party to make commitments, which will bind the other party beyond the project contained herein.
30. USE OF FUNDS. Funds, paid by the Commission shall only be used for the purposes and activities covered in Attachment A.
31. FISCAL CONTROL. The Consultant shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, project funds, including any required matching funds.
32. STANDARD OF CARE. The standard of care applicable to the Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time said services are performed. The Consultant will re-perform, without additional compensation, any services not meeting this standard.
33. FORCE MAJEURE. If performance of the Services is affected by causes beyond the Consultant's reasonable control, project schedule and compensation shall be equitably adjusted.
34. DISPUTE RESOLUTION. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.
35. NOTICE TO PROCEED. Execution of the contract by both parties will constitute a Notice to Proceed. A separate Notice to Proceed will be required prior to beginning any additional services as may be directed by the Commission.

HAMPTON ROADS PLANNING
DISTRICT COMMISSION



Dwight L Farmer
Executive Director/Secretary

Date

Date