

REQUEST FOR PROPOSALS



Multiple Award IDIQ Contract for
Professional Services for Regional and Environmental Planning
and Analysis

WR-RFP-2015-01

March 12, 2015

HAMPTON ROADS PLANNING DISTRICT COMMISSION (Organization)

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: March 12, 2015

RFP No.: WR-RFP-2015-01

TITLE: Multiple Award IDIQ Contract for Professional Services for Regional and Environmental Planning and Analysis

ISSUED BY:

USING DEPARTMENT:

Hampton Roads Planning District Commission
Procurement Officer
723 Woodlake Drive
Chesapeake, VA 23320

All Departments

PERIOD OF CONTRACT: The original period of this contract will be for one year from July 1, 2015 to June 30, 2016. This contract may be renewed by the Organization upon written agreement of both parties for four successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

SEALED PROPOSALS WILL BE RECEIVED UNTIL: 4:00 PM on April 16, 2015 for furnishing the services described herein.

All Inquiries for Information should be directed to: Nancy K. Collins, CFO & Procurement Officer, Phone: 757 420-8300, Fax: 757 523-4771, Email: ncollins@hrpdcva.gov.

A pre-proposal conference will be held at 10:00 a.m. on March 26, 2015 at the address shown above. Attendance is optional. All questions must be submitted in writing to Ms. Collins before 10:00 AM on March 25, 2015. If necessary, an addendum will be posted on March 30, 2015 on the Organization's website: www.hrpdcva.gov.

It shall be the responsibility of the prospective Offeror to monitor this website for published addenda and to have all addenda signed by an authorized representative of the company. All fully executed addenda must be returned to the Organization along with the signed proposal.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE PROCUREMENT OFFICER AT THE ADDRESS SHOWN ABOVE. IF HAND-DELIVERED, DELIVER TO:

**Receptionist
Front Lobby
Regional Building
723 Woodlake Drive
Chesapeake, VA**

TABLE OF CONTENTS
Request for Proposal No. WR-RFP-2015-01
MULTIPLE AWARD IDIQ CONTRACT FOR PROFESSIONAL SERVICES FOR
REGIONAL AND ENVIRONMENTAL PLANNING AND ANALYSIS

I. PURPOSE 4

II. BACKGROUND..... 4

III. SCOPE OF WORK 5

IV. SCHEDULE OF EVENTS..... 5

V. CONFLICTS AND QUESTIONS..... 5

VI. PROPOSAL PREPARATION AND INSTRUCTIONS..... 6

VII. SPECIFIC PROPOSAL INSTRUCTIONS 7

VIII. DISCLOSURE OF PROPOSAL CONTENTS 8

IX. SUBMITTAL PROCESS AND INFORMATION..... 9

X. SELECTION CRITERIA 10

XI. AWARD OF CONTRACT..... 11

APPENDIX A

Section I – Required General Terms and Conditions 13

Section II – Special Terms and Conditions 23

APPENDIX B: REQUIRED FORMS

ATTACHMENT 1: SCOPE OF WORK

ATTACHMENT 2: PROJECT CAPABILITY AREAS SURVEY

I. PURPOSE:

The [Hampton Roads Planning District Commission](#) (Organization) is soliciting proposals from qualified Offerors to establish a multiple award Indefinite Delivery/Indefinite Quantity (IDIQ) contract for professional, scientific, and technical services in support of the Organization's various program areas. More information on regional programs administered by the Organization is available at <http://www.hrpdcva.gov/>. The objective of the IDIQ contract is to optimize contractual relationships to enable the Organization to respond quickly to the needs of regional programs and deliver professional services to fulfill its [mission](#) and the directives and requests of the Hampton Roads Planning District Commission, official advisory committees, subcommittees, and working groups.

It is anticipated that the Organization will award one (1) or more IDIQ contract(s) for an initial period of performance of one (1) year. Each contract may be renewed by the Organization upon written agreement of both parties for four successive one year periods, under the terms of the current contract, for a total period not to exceed five (5) years. Specific tasks and/or work to be performed will be determined on an as-needed basis and authorized by individual Task Orders. The Organization makes no commitment or guarantee as to the value of services to be authorized. HRPDC reserves the right to utilize other providers for professional services and is not obligated to award any or all services to the selected Offerors. The maximum amount for Task Orders and the annual maximum cost shall be based on available funds.

Any Offeror desiring consideration must submit a proposal. All Offerors shall have prior experience with providing professional services for other municipal organizations. All Offerors shall have a local office within the Hampton Roads Planning District with sufficient qualified personnel to manage the proposed services.

II. BACKGROUND:

The Hampton Roads Planning District Commission serves as a resource of technical expertise to its member local governments. The Organization provides assistance on local and regional issues pertaining to Economics, Emergency Management, Housing, Planning, and Water Resources, and provides a robust education and outreach program through its Communications department. In fulfilling its mission, the Organization may require qualified professional, scientific, and technical services involving, but not limited to the following disciplines: environmental and community planning; professional engineering, consulting, and landscape architecture; ecology, geology, hydrology, and other physical sciences; land surveying, cartography, and geodesy; economics, accounting, and finance; and computer science.

Examples of projects completed under the Organization's previous Indefinite Delivery, Indefinite Quantity contracts are provided below for reference purposes only:

- Financial impact assessment of proposed Chesapeake Bay Total Maximum Daily Load (TMDL) on the Hampton Roads urban sector
- Assistance completing the Hampton Roads Regional Water Supply Plan
- Chesapeake Bay TMDL technical support for developing public comments
- Support for Chesapeake Bay TMDL Phase II Watershed Implementation Plan development
- Construction General Permit meeting assistance

- Sanitary Sewer Overflow Reporting System maintenance and enhancements (web-based system – www.hrpdcssors.org)
- Permit Administration and Review System maintenance and enhancements (web-based system - www.hrpdcpars.org)
- Fats, oils, and grease (FOG) training and certification program development, maintenance, and enhancements (web-based system – www.hrfog.com)
- Pollution prevention and spill response training workshops for municipal operations

III. SCOPE OF WORK:

(see Attachment 1)

IV. SCHEDULE OF EVENTS:

The Organization shall make every effort to adhere to the following schedule leading to the award of a contract; however, this schedule is subject to change. Offerors will be notified of significant schedule changes.

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issuance of RFP	Procurement Officer	03/12/2015
Submission of Questions	Potential Offerors	03/25/2015
Pre-Proposal Conference	Procurement Officer	03/26/2015
Addenda Published	Procurement Officer	03/30/2015
Submission of Proposal	Offerors	04/16/2015
Selection Shortlist	Evaluation Committee	04/24/2015
Interviews	Offerors	04/30/2015
Contract Negotiations	Procurement Officer	05/11/2015
Approval	Commission	06/18/2015
Issue Intent to Award	Procurement Officer	06/18/2015
Award Contract	Procurement Officer	06/29/2015

V. CONFLICTS AND QUESTIONS:

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

Interpretations and Requests for Substitution: Any Offeror in doubt as to the true meaning of any part of this request for proposal may submit a written request to the Organization for an interpretation. The Offeror 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 Offeror receiving a copy of the request for proposal. The Organization 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.

Offerors must submit every request for interpretation or clarification regarding the services to be provided in writing; by email to ncollins@hrpdcva.gov or by facsimile transmission to (757) 523-4881, to the attention of Nancy Collins. 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 Offerors from any obligation under the proposal as submitted.

When inquiring, replying or forwarding, please list the RFP number in the subject line. This is used to direct the email or fax to the appropriate person so the Organization may provide prompt service to your request when staff are away from their desks.

Questions regarding this Request for Proposals should be directed, in writing, to Nancy K. Collins, CFO & Procurement Officer, ncollins@hrpdcva.gov. All questions and requests for clarification must be received before 10:00 AM, on March 25, 2015.

VI. PROPOSAL PREPARATION AND INSTRUCTIONS:

In order to be considered for selection, Offerors must submit a complete response to this solicitation. One (1) original and seven (7) copies of the proposal must be submitted to the Procurement Officer. No other distribution of the proposal shall be made by the Offeror.

- A. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Procurement Officer requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or such that they cannot be waived and are not subject to negotiation.
- B. Offerors shall examine the 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.
- C. Proposals should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures and excessive promotion materials are not required or desired.
- D. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-number should be cross repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within an area of the requirement of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from

consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- E. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in a single volume.

VII. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be submitted as one (1) bound section and be as thorough and detailed as possible so that the Organization may properly evaluate the Offeror's capabilities to provide the required goods/services. Pages in excess of those specified below will not be reviewed for evaluation.

Complete proposals will be organized into three sections and provide the following information:

- A. Part I - Required Forms. All forms shall all be signed and completed as required (see Appendix B):
 - 1. Cover Sheet
 - 2. Certification of Compliance with Immigration Laws and Regulations
 - 3. Litigation Disclosure Form
 - 4. Proposal Signature Sheet (on Corporate Letterhead)
 - 5. Vendor Certification Verification Form
 - 6. DBE Participation Statement
 - 7. State Corporation Commission Identification Number
 - 8. Proprietary Information
 - 9. References
 - 10. Lobbyist Disclosure Form
- B. Part II – Qualifications. In fifteen (15) pages or less, the Offeror shall provide a concise description of work experiences, resources, and capabilities as it relates to the Scope of Work outlined herein including, but not limited to:
 - 1. A brief history of the firm, including the number of years in business, the size of the firm, and the location of the office from which the work is to be done.
 - 2. Provide a name, title, mailing address, telephone number, facsimile number, and email address of the contact person for this solicitation.
 - 3. Provide documentation showing a minimum of five (5) years' demonstrated experience preferably with public sector/government organizations. Briefly describe a maximum of five reference projects and the Offeror's role in each project. Highlight the involvement of any key personnel and/or subconsultants proposed for assignment to this contract. In appendices, project summaries for the five reference projects may be provided. These project summaries are not to exceed two pages.
 - 4. Provide a brief description of your organization structure. Describe the project management process to be used and staff and other resources which will be assigned to this contract. Indicate the proposed project manager and key personnel. In appendices,

include short form resumes of those individuals to include years of experience with similar successful contracts comparable to the requirements contained in the solicitation, current office location, and years with the Offeror.

5. Identify the proposed team of subconsultants and areas of expertise. If the Offeror opts to use subconsultants, the Offeror is responsible for coordination of all subconsultant services. In appendices, provide general information or a profile for each subconsultant, including company name, office location(s), and key personnel by discipline and office location. Each subconsultant profile should not exceed two pages.
 6. Describe any other specialized services and indicate interest in supporting specific components of the Organization's regional programs. Offerors are to complete the Project Capability Areas Survey (see Attachment 2) to indicate the area(s) for which services are being proposed. The Project Capability Areas Survey should be submitted as an appendix to the proposal. The Organization does not guarantee that Contractor selections will be made for all project capability areas and reserves the right to select multiple providers for each area.
- C. Part III – Appendices. The Offeror shall provide the information listed below as appendices to the proposal. For items C.2, C.3, and C.4, the Offeror may *instead* opt to submit federal Standard Form 330 (SF330) to meet these requirements.
1. Completed Project Capability Areas Survey (see Attachment 2) indicating the area(s) for which services are being proposed. The Organization does not guarantee that Contractor selections will be made for all project capability areas and reserves the right to select multiple providers for each area.
 2. Project summaries for five reference projects. Each project summary is not to exceed two pages.
 3. Short form resumes for the proposed project manager and key personnel, including years of experience with similar successful contracts comparable to the requirements contained in the solicitation, current office location, and years with the Offeror.
 4. Profiles of proposed subconsultants, including company name, office location(s), and key personnel by discipline and office location. Each subconsultant profile should not to exceed two pages.

VIII. DISCLOSURE OF PROPOSAL CONTENTS:

Offerors should be aware that the terms of the contract awarded pursuant to the RFP are public information. During the RFP submission and evaluation process, all proposals will be held in confidence and will not be revealed to or discussed with competitors, unless disclosure is required to be made by law or by court ruling. The Organization may use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this provision.

IX. SUBMITTAL PROCESS AND INFORMATION:

One (1) original (**specifically marked "Original"**) and seven (7) copies of the proposal shall be submitted. Facsimile copies will not be accepted. The Organization will accept **sealed proposals**, until 4:00 PM on April 16, 2015 delivered to:

Nancy K. Collins
CFP/Procurement Officer
HRPDC/HRTPO
Regional Building
723 Woodlake Drive
Chesapeake, VA 23320

Offerors that submit a response to this RFP may be required to make an oral presentation of their proposal with participation by key personnel. The Organization reserves the right to request clarification of information submitted. Failure to provide this additional information within a reasonable time period, as specified by the Organization, shall be reason for the Offeror's proposal to be considered non-responsive.

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 for evaluation or contract negotiations. All submissions are final, and may not be withdrawn.

The Organization will only provide information (or access to the same) which is readily available and does not propose to prepare any further special reports. The Organization reserves the right to charge its normal fees for materials copied.

The right is reserved, 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 deemed necessary by the Procurement Officer. Such revisions and amendments, if any, will be announced by an addendum to this solicitation.

Late Proposals: To be considered for selection, proposals must be received in the Regional Building by the designated date and hour. Proposals received after the date and hour designated will be disqualified and will not be considered. The Organization is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the Organization by the designated date and hour. Receipt of the proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next business day.

Irregular Proposals: Proposals shall be considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:

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.

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.

If the Offerors fails to meet the proposal specifications or is unresponsive to proposal specifications, questions, and/or terms.

If the proposal fails to include an authorized Offeror representative's signature on company letterhead.

Withdrawal or Revision of Proposals: An Offeror 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. Telephone communications for withdrawal shall not be accepted.

Any Offeror may modify his/her proposal by facsimile communication at any time, provided such communication is received by the Organization 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.

Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal 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, and must identify the data or other materials to be protected and state the reasons why protection is necessary** (§2.2-4342F of the *Code of Virginia*). **Please reference Form 8 when replying to this section.**

X. SELECTION CRITERIA:

An Evaluation Committee, composed of representatives of the Organization, will evaluate each proposal received and submit a recommendation to the Procurement Officer. The Organization will evaluate each proposal pursuant to its standard procurement procedures consistent with the procurement of services through competitive negotiation. Selection will be made on the basis of the following factors. All factors will be scored based solely on the Organization's evaluation.

A. Evaluation of Proposals: Proposals shall be evaluated using the following criteria:

<u>Factors</u>	<u>Point Value</u>
Qualifications and experience	25%
Capabilities and skills	25%
Resources	15%
Accessibility of firm and key personnel	15%
Experience involving multiple local jurisdictions/agencies	10%
SWaM or SWaM subcontracting plan	<u>10%</u>
Total	100%

- B. After the Evaluation Committee's initial evaluation of the proposals, the Committee may, if necessary, hold interviews with the top ranked Offerors. Offerors selected for an interview will be contacted at least three days before the interview date noted in Section IV. As part of the interview, Offerors will give an oral presentation. Offerors will be advised of the final interview schedule on April 24, 2015; the time allotted for presentations will be specified in the schedule. Any area of specific concern will be identified before the interview. The Organization reserves the right to select a consultant based solely on written proposals and not convene interviews. If interviews are required, they will be held on the date noted in Section IV.
- C. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and will not include negotiation. The Organization will schedule the time and location of these presentations.

XI. AWARD OF CONTRACT:

- A. Selection shall be made of one or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the Procurement Officer, or designee, shall select the Offeror, which, in his or her opinion, has made the best proposal and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the request for proposal, awards may be made to more than one Offeror. Should the Procurement Officer, or designee, determine in writing and in his or her 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.
- B. The Organization 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. The Organization reserves the right to reject any proposals if investigation of such Offeror fails to satisfy the Organization that such Offeror is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents.
- C. The Organization may cancel this Request for Proposals at any time prior to an award, and is not required to furnish a reason why a particular proposal was not deemed the most advantageous.
- D. The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. Should there be conflicts between the proposal documents and the final contract, the final contract shall take precedence. Please identify any "Exceptions to RFP."
- E. Any and all proposals will be rejected if there is reason to believe that collusion exists among the Offerors. The signature on the face of the proposals certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person also

submitting a proposal for the same goods/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. Offeror's signatory agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign the proposal for the Offeror.

APPENDIX A

SECTION I

**REQUIRED GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES**

- A. VENDORS MANUAL
- B. APPLICABLE LAWS AND COURTS
- C. ANTI-DISCRIMINATION
- D. ETHICS IN PUBLIC CONTRACTING
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- F. DEBARMENT STATUS
- G. ANTITRUST
- H. MANDATORY USE OF ORGANIZATION FORMS AND TERMS AND CONDITIONS
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. CHANGES TO THE CONTRACT
- P. DEFAULT
- Q. TAXES
- R. USE OF BRAND NAMES
- S. TRANSPORTATION AND PACKAGING
- T. INSURANCE
- U. ANNOUNCEMENT OF AWARD
- V. DRUG-FREE WORKPLACE
- W. NONDISCRIMINATION OF CONTRACTORS
- X. AVAILABILITY OF FUNDS
- Y. TERMINATION OF CONTRACT
- Z. COOPERATIVE PROCUREMENT
- AA. LITIGATIONS WITH THE ORGANIZATION
- BB. PRIOR DEFAULTED CONTRACTS
- CC. CRIMINAL CONVICTIONS
- DD. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is accessible on the Internet at: <http://eva.state.va.us/> under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in an appropriate state court of jurisdiction in the City of Chesapeake, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **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 *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursement 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 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, § 2.2-4343.1E*)

In every contract over \$10,000.00, the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clauses.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitation placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not, and will not during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **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 or services purchased or acquired by the Organization under said contract.
- H. **MANDATORY USE OF ORGANIZATION FORMS AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Organization reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror must contact, in writing, the Procurement Officer whose name appears on the face of the solicitation by the date stated for questions. Any revisions to the solicitation will be made only by addendum issued by the Procurement Officer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Contract Number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days however.
- c. All goods or services provided under this contract or purchase order that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of bank transfer.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Organization shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, SS 2.2-4363*).

2. To Subcontractors:

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

- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall take precedence.
- L. **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 services/furnish the goods 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 inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities.

The Organization further 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 to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Organization reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the advance written consent of the Organization.
- O. **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 scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Procurement Officer may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give the Procurement Officer a credit of 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 Procurement Officer's right to audit the Contractor's records and/or to determine that 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 Procurement Officer with all vouchers and records of expenses incurred and savings realized. The Procurement Officer shall have the right to audit the records of the Contractor as deemed necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Officer within thirty (30) days from the date of receipt of the written order from the Procurement Officer. 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 dispute provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. 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 Procurement Officer or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Organization, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies with the Organization may have.
- Q. **TAXES:** Sales to the Organization are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Organization's tax exemption registration number is: 54-1545555.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer names, but conveys the general style, type, character, and quality of the article desired. Any article which the Organization, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature catalog cuts and technical detail to enable the Organization to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
(N/A FOR SERVICE CONTRACTS)

- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
(N/A FOR SERVICE CONTRACTS)
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Coverages afforded under the required policies listed below shall not be canceled by the Contractor or allowed to lapse or expire. However, in the event that any insurance coverage required under this Agreement is canceled by the insurance company or lapses due to no fault of the Contractor, Contractor shall (i) provide the Organization with not less than thirty (30) calendar days prior written notice that said insurance policy has lapsed or has been canceled due to no fault of Contractor and (ii) restore said insurance policy with the same insurance company or obtain a replacement insurance policy that satisfied the insurance obligations required in this Agreement within thirty (30) calendar days from the date of any notice to Contractor that its insurance policy has been canceled or has lapsed.

The Organization must be named as an additional insured on the insurance certificate reflecting Commercial General Liability and other insurance coverages.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Workers' Compensation – Statutory requirements and benefits.
- b. Employer's Liability - \$1,000,000.
- c. Commercial General Liability: A minimum of \$1,000,000. Combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage *(to extend for 2 years past the work completion date)*.
- d. Automobile Liability - \$1,000,000 – Combined single limit. *(Only used if motor vehicle is to be used in the contract.)*
- e. Professional Liability Insurance: The Consultant shall maintain during the life of this contract such Professional Liability Insurance, *including Bodily Injury and Property Damage if excluded in Commercial General Liability coverage required above*, as to protect the Consultant, the Consultant staff, or by any subcontractor or anyone directly or indirectly employed by either of them against claims for damages, including protection of the Organization. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

- a. \$1,000,000 each incident
- b. \$2,000,000 aggregate

NOTE: If a Contractor for professional services states there is property damage and bodily injury coverage equivalent to above within the Professional Liability policy that shall be specifically stated on the Insurance Certificate form.

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$25,000, as a result of this solicitation, the Procurement Officer will publically post such notice on the Organization's website (www.hrpdcva.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- W. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or 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 Organization 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.
- X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Organization shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- Y. **TERMINATION OF CONTRACT:** The Organization may terminate the contract for cause or for convenience after giving thirty (30) days' notice in writing to the Contractor. The written notice shall state whether the termination is for convenience or cause.

Termination for Cause: If the Contractor should breach the contract or fail to perform the services required by the contract, the Organization may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract by delivering a written cure notice to the Contractor. If the Contractor shall fail to remedy the breach within the time allotted by the Organization, the contract may be terminated by the Organization at any time thereafter upon written notice to the Contractor or, in the alternative, the Organization may give such extension of time to remedy the breach as the Organization determines to be in its best interest. The Organization's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Organization's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the Organization for the costs and expenses incurred in securing a replacement contractor to fulfill the obligations of the contract. In the event a Cure Notice is required, the Organization will use the address provided to the Organization in bids or proposals. It shall be the Contractor's responsibility to notify the Organization in writing within 10 days of knowing a change of address. The written notice shall include the Organization's contract number and the effective date of the address change.

In the event the Contractor breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the Organization reserves the right, in its sole discretion, to terminate for cause any other open contract the Contractor has with the Organization.

Termination for Convenience: The contract may be terminated by the Organization in whole or in part for the convenience of the Organization without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time as to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the Organization, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the Organization for delivery to the Organization of all products of the services for which the Contractor has or will receive compensation.

Delivery of Materials: Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the Organization all products or services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Organization within thirty (30) days of the Notice of Termination of the Contract. Failure to do so may result in action for "breach of contract" or "failure to perform."

Compensation Due the Contractor: Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the Organization. Said fees which have been earned shall be billed to the Organization in accordance with the normal billing process, but in no case later the sixty (60) days after the last work is performed. Any termination by the Organization for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the Organization.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than sixty (60) days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the granting agency.

- Z. **COOPERATIVE PROCUREMENT:** Any resultant contract of this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this bid. The successful Vendor/Contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.
- AA. **LITIGATION WITH THE ORGANIZATION:** The Organization in its sole discretion may choose not to make an award to an Offeror who is in litigation with the Organization at the time of proposal evaluation. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the Offeror is in litigation with the Organization at the time of the proposal evaluation.
- BB. **PRIOR DEFAULTED CONTRACTS:** The Organization in its sole discretion may choose not to make an award to an Offeror who has previously defaulted on a contract with the Organization. This provision also applies any parent company, principal, officer, or wholly owned subsidiary of the Offeror has previously defaulted on a contract with the Organization.
- CC. **CRIMINAL CONVICTIONS:** The Organization in its sole discretion may choose not to make an award to an Offeror if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of any felony or of a misdemeanor involving moral turpitude in the past ten (10) years.
- DD. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or non-stock 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.

APPENDIX A

SECTION II

**SPECIAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES**

ADVERTISING

AUDIT

ADDITIONAL USERS

AWARD OF CONTRACT

BID ACCEPTANCE PERIOD

CANCELOTION OF CONTRACT

IDENTIFICATION OF BID/PROPOSAL ENVELOPE

INDEMNIFICATION

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

OPTIONAL PRE-BID/PRE-PROPOSAL CONFERENCE

REFERENCES

RENEWAL OF CONTRACT

CONTINUITY OF SERVICES

STATE CORPORATOIN COMMISSION IDENTIFICATION NUMBER

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

INDEFINITE DELIVERY/INDEFINITE QUANTITY

Request for Proposals No. WR-RFP-2015-01
MULTIPLE AWARD IDIQ CONTRACT FOR PROFESSIONAL SERVICES FOR
REGIONAL AND ENVIRONMENTAL PLANNING AND ANALYSIS

SPECIAL TERMS & CONDITIONS:

Standard from Commonwealth's Agency Procurement and Surplus Property Manual (APSPM):

Advertising: In the event a contract is awarded for services resulting from this bid/proposal, no indication of such sales or services to the Organization will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Organization has purchased or uses any of its services, and the contractor shall not include the Organization's name in any client list in advertising and promotional materials.

Audit: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Organization, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

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 names in the solicitation shall be made only by written contract modification issued by this Organization 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.

Award of Contract: The Organization shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the Organization may discuss non-binding estimates of total project costs, including, but no limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Organization can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall 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. The Organization reserves the right to make multiple awards as a result of this solicitation. 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

Bid Acceptance Period: Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

Cancelation of Contract: The Organization reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Identification of Bid/Proposal Envelope: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Bidder/Offeror	Due Date	Time Due
_____	_____	_____
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: _____

The envelope should be addressed as directed in the RFP.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified.

Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

Indemnification: Contractor agrees to indemnify, defend and hold harmless the Organization, 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 services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using Organization or to failure of the using Organization to use the materials in the manner already and permanently described by the contractor on the materials delivered.

Small Business Subcontracting and Evidence of Compliance:

- A. It is the goal of the Organization that 6% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the Procurement Officer at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the Organization on a Quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement Officer at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the Organization. The Organization reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the Procurement Officer on a Quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement Officer at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

Optional Pre-Bid/Pre-Proposal Conference: An optional pre-bid/pre-proposal conference will be held at 10:00 AM on March 26, 2015 at the Regional Building, 723 Woodlake Drive, Chesapeake, VA 23320. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

References: Bidders shall provide a list of at least 5 references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. (See Appendix B, Form 9)

Renewal of Contract: This contract may be renewed by the Organization for up to 4 (four) successive one year period under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Organization's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Organization elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by no more than five (5) percent.
2. If during any subsequent renewal period, the Organization elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by no more than five (5) percent.

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:
 - (i). To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii). 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; and
 - (iii). That the Organization Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b.) The Contractor shall, upon written notice from the Procurement Officer, 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 the successor to execute the phase-in/phase-out services. This plan shall be subject to the Purchasing Officer'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 rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved the Procurement Officer in writing prior to commencement of said work.

State Corporation Commission Identification Number: Pursuant to Code of Virginia Section 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Organization's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by Contractor as demonstrating compliance.

Additional Special Terms and Conditions:

Confidentiality of Personally Identifiable Information: Contractor assures that information and data obtained as to personal facts and circumstances related to clients shall be collected and held confidential, during and following the term of this agreement, and shall not be divulged without the individual's and the Organization's written consent and only in accordance with federal and state Code. Contractors 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 Organization of any breach or suspected breach in the security of such information. Contractors shall allow the Organization to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

Indefinite Delivery/Indefinite Quantity: This is an indefinite delivery/indefinite quantity contract for the services specified and effective for the period stated. The Organization shall order the services specified in each Task Order 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. 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.

APPENDIX B

REQUIRED FORMS

- Form 1: Cover Sheet
- Form 2: Certification of Compliance with Immigration Laws and Regulations
- Form 3: Litigation Disclosure Form
- Form 4: Proposal Signature Sheet (on Corporate Letterhead)
- Form 5: Vendor Certification Verification Form
- Form 6: DBE Participation Statement
- Form 7: State Corporation Commission Identification Number
- Form 8: Proprietary Information
- Form 9: References
- Form 10: Lobbyist Disclosure Form

**FORM 1
COVER SHEET**

RFP#:

WR-RFP-2015-01

RFP Title:

MULTIPLE AWARD IDIQ CONTRACT FOR PROFESSIONAL SERVICES FOR
REGIONAL AND ENVIRONMENTAL PLANNING AND ANALYSIS

In compliance with this Request for Proposal, and to all the conditions imposed therein and hereby incorporated by reference, the Undersigned offers, and agrees to furnish goods/services requested in this solicitation.

THIS SECTION TO BE COMPLETED BY OFFEROR:

NAME AND ADDRESS OF FIRM:

Date: _____

By: _____

(Sign in Ink)

Name: _____

(Please Print)

_____ Zip Code: _____

Title: _____

FEI/FINT No.: _____

Phone: _____ Fax: _____

Email: _____

Website: _____

FORM 2

**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, shall include a sworn certification by the Contractor or Vendor of compliance with all federal immigration laws and regulations. These laws include the *Federal Immigration Reform and Control Act*, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and §40.1-11.1 of the *Code of Virginia*, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the Organization or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Contractor or Vendor:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

Type of Business Entity:

____ Sole Proprietorship (Provide full name and address of owner):

____ Limited Partnership (Provide full name and address of all partners):

____ General Partnership (Provide full name and address of all partners):

____ Limited Liability Company (Provide full name and address of all managing members):

____ Corporation (Provide full name and address of all officers): *(on separate sheet, attached)*

Doing Business As: (If Applicable):

(Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (if different from physical address):

Number of Employees:

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 Contractor/Vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's/Vendor's employees who work in the United States are eligible for employment in the United States as required by the *Federal Immigration Reform and Control Act of 1986* and §40.1-11.1 of the *Code of Virginia*. I further declare on behalf of the Contractor/Vendor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

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

Name of Contractor/Vendor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

STATE OF _____:

CITY/COUNTY OF _____ to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

Notary Public

Registration No: _____ My Commission expires: _____

FORM 3

LITIGATION DISCLOSURE FORM

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

FORM 4

PROPOSAL SIGNATURE SHEET
(Please use your corporate letterhead)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set for in this RFP. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror represents that in the preparation and submission of this proposal, said Offer 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.) or Sections 59.109.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. In addition, my signature certifies that the Offeror has been made aware of the initial Request for Proposals, as well as any and all addenda.

Certification of Eligibility: The firm is not ineligible to receive award of a contract due to the firm'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.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO.: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

SUBMIT THIS FORM ON OFFEROR'S OWN LETTERHEAD WITH PROPOSAL

FORM 5

**VENDOR CERTIFICATION
VERIFICATION FORM**

Vendor Name: _____

Vendor Address: _____

Contact Person: _____ Title: _____

E-mail Address: _____ Phone: _____

Vendor Fax: _____

CERTIFICATIONS

DBE CERTIFICATION CERTIFICATION #: _____
NAICS CODE: _____ CERTIFYING AGENCY: _____
DESCRIPTION: _____

SWaM CERTIFICATION CERTIFICATION #: _____ SWaM TYPE _____

SERVICE DISABLED VET CERTIFICATION #: _____ DATE _____
EXP DATE: _____ CERTIFYING AGENCY: _____

MINORITY INDICATOR

- | | | |
|---|--|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian Indian | <input type="checkbox"/> Asian Pacific |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Native American | |
| <input type="checkbox"/> Non-Minority Woman | | |

Submit to: Nancy Collins, CFO; Fax: (757) 523-4881; E-mail: ncollins@hrpdca.gov

FORM 6

DBE PARTICIPATION STATEMENT

Note: The Offeror is required to complete the following information and submit this form with the technical proposal.

RFP #: _____ RFP Title: _____

Offeror's Name: _____

This vendor (is ___) (is not ___) a certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____%.

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____

By: _____

Title: _____

Date: _____

FORM 7

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: _____ **(REQUIRED)**

FORM 8

PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal 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, and must identify the data or other materials to be protected and state the reasons why protection is necessary (§2.2-4342F of the *Code of Virginia*).

Below, please reference appropriate page numbers, Section numbers, paragraph numbers, etc. and restate data that is to be protected by §2.2-4342F of the *Code of Virginia*.

FORM 9

REFERENCES

Name of Firm:

Address:

Contact:

Name:

Title:

Email:

Phone

Facsimile

Years in Relationship: _____

Name of Firm:

Address:

Contact:

Name:

Title:

Email:

Phone

Facsimile

Years in Relationship: _____

Name of Firm:

Address:

Contact:

Name:

Title:

Email:

Phone

Facsimile

Years in Relationship: _____

REFERENCES (cont.)

Name of Firm:

Address:

Contact:

Name:

Title:

Email:

Phone

Facsimile

Years in Relationship: _____

Name of Firm:

Address:

Contact:

Name:

Title:

Email:

Phone

Facsimile

Years in Relationship: _____

FORM 10
LOBBYIST DISCLOSURE FORM

CERTIFICATION REGARDING LOBBYING

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 undersigned, to any person for influencing or attempting to influence and officer of 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 according. 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 section 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 state, 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 and 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 instruction. Submission of this statement is a prerequisite for making or entering into this accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant'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 and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Printed name of authorized representation

Title of authorized representation

Signature Date

ATTACHMENT 1

SCOPE OF WORK

Request for Proposal No. WR-RFP-2015-01
MULTIPLE AWARD IDIQ CONTRACT FOR PROFESSIONAL SERVICES FOR
REGIONAL AND ENVIRONMENTAL PLANNING AND ANALYSIS

The selected Contractor shall provide to the Organization professional services in support of the Organization's various program areas. More information on regional programs administered by the Organization is available at <http://www.hrpdcva.gov/>. The Contractor shall provide a variety of professional services including, but not limited to work in the following areas:

1. Policy and regulatory analysis;
2. General engineering studies, alternatives analysis, and cost estimates;
3. Planning, including water resource planning, environmental planning, and community/comprehensive planning;
4. Local land use and development regulations and related state programs;
5. Drinking water, wastewater, and stormwater utility management and finance;
6. Drinking water, wastewater, and stormwater systems engineering, operation, and maintenance;
7. Sanitary Sewer Overflow Reporting System maintenance (web-based system – www.hrpdcssors.org) and periodic enhancements;
8. Permit Administration and Review System maintenance (web-based system - www.hrpdcpars.org) and periodic enhancements; and
9. Fats, oils, and grease (FOG) training and certification program maintenance (web-based system - www.hrfog.com) and periodic enhancements.
10. Geology, geotechnical engineering, and groundwater and surface water hydrology;
11. Coastal engineering, sea level rise, climate change, and recurrent flooding studies;
12. Natural resource management (Coastal Zone Management Act, wetlands, coastal ecosystems, soil conservation, and forestry management);
13. Water quality (Clean Water Act compliance, National Pollution Discharge Elimination System, State Pollution Discharge Elimination System, wetlands management, storm water management, and Storm Water Pollution Prevention Plans);
14. Pollution prevention (Safe Drinking Water Act compliance, Underground Injection Control Program, Comprehensive Environmental Response, Compensation, and Liability Act, Superfund

Amendments and Reauthorization Act compliance, Resource Conservation and Recovery Act compliance, Hazardous Materials Conservation Act, Toxic Substances Control Act, Federal Insecticide, Fungicide, and Rodenticide Act, Oil Pollution Act, Emergency Planning and Community Right-to-Know, etc.);

15. Air quality (Clean Air Act compliance);
16. Data management (Geographic Information Systems, Computer Aided Design and Drafting, mapping and data analysis, boundary and topographical surveying, electronic data management, multimedia sampling and analysis, etc.);
17. Economic impact, economic development, and fiscal studies;
18. Communications, design, marketing and research services;
19. Facilitation services and public involvement;
20. Computer science or engineering services, including database development and maintenance, modeling, application programming, website development, and miscellaneous support services;
21. Rural transportation planning, including but not limited to traffic analyses, transportation impact studies, and active transportation planning; and
22. Emergency management planning and project support, including but not limited to risk analysis, capability assessments, continuity of operations, hazard mitigation, disability inclusion, mapping, and cost benefit analysis.

All services shall be performed under a Contract. Specific projects, tasks, and/or work to be performed will be authorized through the issuance of individual Task Orders as needed. Each Task Order, jointly prepared and reviewed by the Organization and Contractor for each project as appropriate, shall describe the services, schedule, deliverables, and payment conditions. At a minimum, each Task Order will require a letter report or memorandum summarizing the work completed and indicating the recommendations and results of the analysis or evaluation. A Task Order must be executed by the Organization and the Contractor prior to the commencement of work.

ATTACHMENT 2

PROJECT CAPABILITY AREAS SURVEY

Request for Proposals No. WR-RFP-2015-01

**MULTIPLE AWARD IDIQ CONTRACT FOR PROFESSIONAL SERVICES FOR
REGIONAL AND ENVIRONMENTAL PLANNING AND ANALYSIS**

The Offeror is required to complete the following information and submit this survey as an appendix to the proposal.

Offeror's Name: _____

Indicate the capability area(s) for which the Offeror proposes to provide services and whether services will be provided by the prime consultant and/or by a subconsultant (check all applicable boxes):

<u>Project Capability Areas:</u>	<u>Prime Consultant:</u>	<u>Sub-consultant:</u>
<input type="checkbox"/> 1. Policy and regulatory analysis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 2. General engineering studies, alternatives analysis, and cost estimates	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 3. Planning, including water resource planning, environmental planning, and community/comprehensive planning	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 4. Local land use and development regulations and related state programs	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 5. Drinking water, wastewater, and stormwater utility management and finance	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 6. Drinking water, wastewater, and stormwater systems engineering, operation, and maintenance	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 7. Sanitary Sewer Overflow Reporting System maintenance (web-based system - www.hrpdcissors.org) and periodic enhancements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 8. Permit Administration and Review System maintenance (web-based system - www.hrpdcpars.org) and periodic enhancements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 9. Fats, oils, and grease (FOG) training and certification program maintenance (web-based system - www.hrfog.com) and periodic enhancements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 10. Geology, geotechnical engineering, and groundwater and surface water hydrology	<input type="checkbox"/>	<input type="checkbox"/>

- | | | | |
|--------------------------|---|--------------------------|--------------------------|
| <input type="checkbox"/> | 11. Coastal engineering, sea level rise, climate change, and recurrent flooding studies | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 12. Natural resource management (Coastal Zone Management Act, wetlands, coastal ecosystems, soil conservation, and forestry management) | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 13. Water quality (Clean Water Act compliance, National Pollution Discharge Elimination System, State Pollution Discharge Elimination System, wetlands management, storm water management, and Storm Water Pollution Prevention Plans) | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 14. Pollution prevention (Safe Drinking Water Act compliance, Underground Injection Control Program, Comprehensive Environmental Response, Compensation, and Liability Act, Superfund Amendments and Reauthorization Act compliance, Resource Conservation and Recovery Act compliance, Hazardous Materials Conservation Act, Toxic Substances Control Act, Federal Insecticide, Fungicide, and Rodenticide Act, Oil Pollution Act, Emergency Planning and Community Right-to-Know, etc.) | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 15. Air quality (Clean Air Act compliance) | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 16. Data management (Geographic Information Systems, Computer Aided Design and Drafting, mapping and data analysis, boundary and topographical surveying, environmental electronic data management, multimedia sampling and analysis, etc.) | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 17. Economic impact, economic development, and fiscal studies | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 18. Communications, design, marketing and research services | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 19. Facilitation services and public involvement | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 20. Computer science or engineering services, including database development and maintenance, modeling, application programming, website development, and miscellaneous support services | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 21. Rural transportation planning, including but not limited to traffic analyses, transportation impact studies, and active transportation planning | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | 22. Emergency management planning and project support, including but not limited to risk analysis, capability assessments, continuity of operations, hazard mitigation, disability inclusion, mapping, and cost benefit analysis | <input type="checkbox"/> | <input type="checkbox"/> |