



REQUEST FOR PROPOSAL



HAMPTON ROADS PLANNING DISTRICT COMMISSION
HAMPTON ROADS TRANSPORTATION PLANNING ORGANIZATION

ISSUE DATE: April 3, 2014
TITLE: Executive Director Search Services
ISSUED BY: Hampton Roads Planning District Commission
Hampton Roads Transportation Planning Organization
723 Woodlake Drive
Chesapeake, VA 23320

RFP NO: HR-RFP-2014-01
USING DEPARTMENT:
Human Resources
723 Woodlake Drive
Chesapeake, VA 23320

Period of Contract: One (1) year from date of award, with an option for four (4) one-year renewals.

Sealed Proposals will be received until 4:00 p.m., on the date noted in Section IV for furnishing the services described herein.

All **Inquiries for Information** should be directed to Kelli E. Peterson, Human Resources Administrator, Phone: 757 420-8300, Fax: 757 523-4881, Email: kpeterson@hrpdcva.gov or to the address noted above. All questions must be submitted **in writing** to the above before 4:00 p.m. **on the date noted in Section IV below**. If necessary, an addendum will be posted on the HRPDC's/HRTPO's website at: www.hrpdcva.gov and www.hrtpo.org.

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 HRPDC/HRTPO along with the signed proposal.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO: KELLI E. PETERSON AT THE ADDRESS SHOWN ABOVE.
IF HAND-DELIVERED, DELIVER TO THE RECEPTIONIST AT THE SAME ADDRESS.**

In compliance with the Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers, and agrees to furnish services requested in the 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: _____

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APPENDIX A:

Section I – Required General Terms and Conditions

Section II – Special Terms and Conditions

APPENDIX B:

Certification of Compliance with Immigration Laws and Regulations – **Must be fully executed and submitted with the proposal.**

APPENDIX C:

Litigation Disclosure Form – **Must be fully executed and submitted with the proposal.**

APPENDIX D:

Lobbyist Disclosure Form – **Must be fully executed and submitted with the proposal.**

APPENDIX E:

HRPDC/HRTPO Sales & Use Tax Certification of Exemption

APPENDIX F:

W-9 Taxpayer Identification Number and Certification – **Must be fully executed and submitted with the proposal.**

APPENDIX G:

Vendor Verification – **Must be fully executed and submitted with the proposal.**

APPENDIX H:

DBE Participation Statement – **Must be fully executed and submitted with the proposal.**

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with a professional executive search firm for the successful recruiting, screening, interviewing and selection of qualified candidates for Executive Director of the Hampton Roads Planning District (HRPDC) and Hampton Roads Transportation Planning Organization (HRTPO). The contractor will design a diverse, national recruiting effort and conduct full background, effectiveness and performance assessments of qualified candidates. Offerors must have a demonstrated record in working with regional entities, localities or other comparable entities in filling executive-level positions of this or a similar nature. The contractor will be required to work diligently to advance the process, ensuring an expedient hire date for the new Executive Director.

II. BACKGROUND

The Hampton Roads Planning District Commission, one of 21 Planning District Commissions in the Commonwealth of Virginia, is a regional organization representing Hampton Roads' sixteen local governments and 1.7 million residents. The HRPDC serves as a resource of technical expertise to its member local governments, providing 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.

The Hampton Roads Transportation Planning Organization serves as the Metropolitan Planning Organization (MPO) for the Hampton Roads region of Virginia, which is responsible for transportation planning and decision-making in the region. The HRPDC staff serves as the support staff for the HRTPO.

The Executive Director is appointed by, and serves at the pleasure of the HRPDC and HRTPO Boards. He/She directs the daily operations of the HRPDC/HRTPO professional staff of more than forty-five full-time employees including degreed planners and engineers in the fields of Transportation, Regional Planning, Water Resources, Environmental Education, Economics, Housing and Human Services, and Emergency Management, as well as professional staff in Administration. The Executive Director is the most visible member of the HRPDC/HRTPO staff and requires the ability to interact throughout the region and state with various groups, and is frequently called upon to speak to local community groups, associations, and civic leagues, as well as at federal, state, and local government programs and hearings.

The current Executive Director is retiring July 1, 2014. At that time, the current Deputy Executive Directors of the HRPDC and the HRTPO will serve as interim Executive Directors until an Executive Director is selected by the Joint HRPDC/HRTPO Personnel and Budget Committee and appointed by the HRPDC and HRTPO Boards.

III. SCOPE OF SERVICES

The HRPDC/HRTPO seeks the following executive search services. The successful Contractor shall perform all tasks under the resulting agreement in accordance with generally accepted standards and provide the HRPDC/HRTPO with the best possible advice and service within the Contractor's authority and capacity. Services shall include, but not be limited to:

A. Pre-Recruitment

1. Perform Needs Assessment/Position Analysis

The contractor will help the HRPDC/HRTPO formulate a comprehensive set of criteria for selecting the Executive Director. The “needs assessment” should result in the contractor having a working understanding of the HRPDC’s/HRTPO’s specific needs. A candidate recruitment profile that includes the selection criteria and can be shared with participants in the selection process is a required deliverable.

2. Development of Announcement and Recruitment Materials

The contractor shall develop all announcement and recruitment materials, including a position profile and description, to be used in identifying potential candidates for this position.

3. Development of Position Description

The contractor shall develop a comprehensive understanding of the duties and responsibilities of the Executive Director position and shall develop a written position description to be agreed upon by the HRPDC/HRTPO prior to the start of the recruitment process.

B. Identification of Potential Candidates

The contractor shall work with the HRPDC/HRTPO Personnel and Budget Committee and designated staff in developing a suitable approach for describing the organization and position to potential candidates and referral sources. The contractor shall identify potential contacts and conduct personal outreach recruiting to include an established candidate bank. The approach shall take into consideration both confidentiality and the issues most likely to attract the best candidates. Offerors’ proposals should identify the specific strategies and tactics they will use to achieve these outcomes. A diverse applicant pool is a requirement. This is intended to be a national level search, seeking out applicants who have a proven record of accomplishment in management and leadership.

C. Review and Selection

1. Candidate Screening

Offerors should demonstrate the ability to provide the HRPDC/HRTPO preliminary candidate lists of individuals meeting the requirements of the employment profile. The applicant pool should include approximately 8-10 candidates on whom a basic background search has been conducted and be as diverse as possible. Arrangements should then be made to interview appropriate candidates. The primary objective of the interview is to determine if the candidate meets the HRPDC’s/HRTPO’s requirements outlined in the needs assessment. This includes a determination of both competencies and behaviors. The HRPDC/HRTPO would be interested to know why a potential candidate would consider accepting an offer to work for the HRPDC/HRTPO. The successful firm will also obtain complete compensation histories, but will not discuss compensation possibilities with candidates at this stage without consulting with the HRPDC/HRTPO. Unsuitable candidates should be informed of their status at this time.

However, the HRPDC/HRTPO may wish to see information on all candidates who applied for the position.

2. Candidate Interviews

The contractor will work with the HRPDC/HRTPO to develop and implement a process for evaluating the finalists for the position. This includes coordinating interviews. Interviews will be conducted at a location determined by the HRPDC/HRTPO. The contractor will be responsible for the overall management of the project. Offerors should describe their preferred processes for candidate evaluation and should also describe how they will manage the interview phase. The HRPDC/HRTPO reserves the right to request changes to this process that it may determine are necessary to meet its objectives. The contractor will determine each candidate's level of interest after the first round of interviews. Information on all candidates at this stage will be shared with the HRPDC/HRTPO Personnel and Budget Committee and designated staff so as to determine their acceptance and approval of the candidates to continue on in the process. Finalists and their total compensation package requirements are identified at this stage.

3. Reference Checks and Verification of Credentials

Reference checks and detailed background investigations will be conducted for all finalists forwarded to the HRPDC/HRTPO for consideration. At a minimum, reference checks from peers, subordinates and reporting personnel are preferred. A reference check with the senior manager at each place of employment during the last ten years shall be made. It is the HRPDC's/HRTPO's expectation that HRPDC/HRTPO staff will not discover information using the internet that has been overlooked, or not reported, by the firm. Inconsistencies that cannot be resolved shall be grounds for immediate termination of the applicant's candidacy. Verifying academic credentials, credit history, civil litigation and criminal background check will be conducted for any candidate receiving a job offer.

4. Offer Coordination and Acceptance

The selected contractor should preliminarily discuss compensation requirements with the preferred candidate when the HRPDC/HRTPO has determined an offer is appropriate. This information will be reviewed by the HRPDC/HRTPO to develop an offer of employment. This process will continue until agreement is reached and a confirmation letter is forwarded.

5. Performance Evaluation Criteria

The contractor shall assist the HRPDC/HRTPO in developing a performance evaluation tool with input from the selected candidate and the HRPDC/HRTPO Personnel and Budget Committee.

6. Additional Search

The contractor shall reinitiate a one-time additional executive search, at no fee to the HRPDC/HRTPO, if the successful candidate leaves the employment of the HRPDC/HRTPO within one year of placement.

IV. SCHEDULE OF EVENTS

The HRPDC/HRTPO will 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	April 3, 2014
Submission of Questions	Potential Offerors	April 14, 2014
Pre-Proposal Conference**	Offerors	April 21, 2014
Addenda published on website	Procurement Officer	April 23, 2014
Submission of Proposal	Offerors	May 5, 2014
Selection Shortlist	Evaluation Committee	May 19, 2014
Oral Presentations	Offerors	May 22, 2014
Contract Negotiations	Procurement Officer	June 2, 2014
Approval	Evaluation Committee	June 6, 2014
Issue Intent to Award	Procurement Officer	June 9, 2014
Award Contract	Procurement Officer	June 18, 2014

**If a Pre-Proposal Conference is held, the location will be at The Regional Building, 723 Woodlake Drive, Chesapeake, VA 23320 at 10:00 a.m. on the date listed above. Doors will close promptly at 10:10 a.m.

V. CONFLICTS AND QUESTIONS

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

Questions regarding this Request for Proposals should be directed in writing to: Kelli E. Peterson, kpeterson@hrpdcva.gov or to the mailing address noted above. All questions and requests for clarification must be received by Ms. Peterson before 4:00 p.m., on the date noted in Section IV of this document.

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 ten (10) copies of the proposal must be submitted to the HRPDC/HRTPO. No other distribution of the proposal shall be made by the offeror.

- A. Proposal 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. Proposal should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures and excessive promotional materials are not required or desired.

- C. 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 the 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 the manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- D. 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.
- E. Ownership of all data, materials and documentation originated and prepared for the HRPDC/HRTPO pursuant to the RFP shall belong exclusively to the HRPDC/HRTPO and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or **proprietary information** submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, Proposers are advised that Title 2.2 Subtitle II Part B Chapter 43 (specifically Section 2.2-4342) of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Proposer. The offeror must invoke the protection of the Act, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted **must be identified by some distinct method such as highlighting or underlining and must be indicated on the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

VII. SPECIFIC PROPOSAL INSTRUCTIONS

Original proposal and all required copies should each be submitted as one (1) bound section and be as thorough and detailed as possible so that the HRPDC/HRTPO may properly evaluate the organization's capabilities to provide required services. Offerors are required to submit the following as a complete proposal:

- A. The RFP Cover Sheet; all Addenda, if any; Certification of Compliance with Immigration Laws and Regulations; Litigation Disclosure Form; Lobbyist Disclosure Form; W-9 Taxpayer Identification Number & Certification Form; Vendor Certification Form; DBE Participation Statement; and the State Corporation Commission Identification Number shall all be signed and completed as required.
- B. The offeror shall provide a concise description of its work experiences as it relates to the Scope of Services outlined herein including, but not be 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 your current total budget, and description of financial stability. Submit a copy of the offeror's most recent annual audited financial statement.
4. Provide documentation showing a minimum of five (5) years demonstrated experience preferably with public sector/government organizations.
5. Provide a brief description of your organizational structure.
6. Describe any other specialized services.
7. A minimum of five (5) references, preferably public sector/government organizations, where the firm is currently under contract, including the following: Name of firm; Address of firm; Name, title, email address, phone, and facsimile of a contact for the firm; Number of years offeror has served the firm.
8. Describe the staff and other resources that will be assigned to this contract. Include resumes of those individuals to include years of experience with similar successful contracts comparable to the requirements contained in the solicitation, and years with the offeror.
9. If the offeror shall subcontract some of the services, then the offeror shall specify what services shall be provided directly by the offeror, and what services shall be subcontracted and the name of the firm.

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 HRPDC/HRTPO 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 ten (10) copies of the proposal shall be submitted together in one sealed package. **Facsimile copies will not be accepted.** The HRPDC/HRTPO will accept **sealed proposals**, until 4:00 on the date noted in Section IV above, delivered to:

Kelli E. Peterson
HR Administrator
HRPDC/HRTPO
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 HRPDC/HRTPO reserves the right to require clarification of information submitted. Failure to provide this additional information

within a reasonable time period, as specified by the HRPDC/HRTPO, shall be reason for the offeror's proposal to be considered non-responsive.

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

The right is reserved, and the interests for the HRPDC/HRTPO 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 HRPDC's/HRTPO's office by the designated date and hour. Proposals received after the date and hour designed will be disqualified and will not be considered. The HRPDC/HRTPO 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 HRPDC/HRTPO office by the designated date and hour. Receipt of proposals scheduled during a period of suspended HRPDC/HRTPO business operations will be rescheduled for processing at the same time on the next business day.

X. SELECTION CRITERIA

An Evaluation Committee composed of representatives from the staff of the HRPDC/HRTPO and Joint Personnel and Budget Committee will evaluate each proposal received and submit a recommendation to the Procurement Officer. The HRPDC/HRTPO 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 HRPDC's/HRTPO's evaluation.

A. Evaluation of Proposals

Proposals shall be evaluated by the HRPDC/HRTPO using the following criteria:

<u>Factors</u>	<u>Point Value</u>
1. Qualifications and Experience	10%
2. Capabilities and Skills	10%
3. Responsiveness to Scope of Work	20%
4. Accessibility of firm for local meetings	10%
5. Knowledge of the Hampton Roads Region	10%
6. DBE Certified/DBE Subcontracting Plan	20%
7. Resources	10%
8. Cost of Services	<u>10%</u>
Total	100%

B. After the review and rating of proposal(s) by the Evaluation Committee, the individual scores will be total and ranked. Offerors will be ranked in descending order of numerical predominance.

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 HRPDC/HRTPO will schedule the time and location of these presentations. Should an offeror receive a request for an oral presentation, the Evaluation criteria relative to the oral presentation will be detailed in a written notice of the request.

XI. AWARD OF CONTRACT

- A. Selection shall be made of two (2) 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. However, neither lowest price nor highest ranking will be the sole determining factors in this selection. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the procurement officer or designee shall select the offeror, which, in his/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 RFP, awards may be made to more than one offeror. Should the procurement officer or designee determine in writing and in his/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 HRPDC/HRTPO reserves the right to reject any or all proposals, to waive any informalities in proposals received, and to negotiate and to accept the proposal which shall be in the HRPDC's/HRTPO's best interest.
- C. The HRPDC/HRTPO 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.

XII. PRICING SCHEDULE

- A. Proposals shall provide pricing based on the requirements and terms set forth in this RFP. Pricing shall be all-inclusive covering every aspect of the contract. No additional fees shall be added unless authorized by the HRPDC/HRTPO.
- B. The HRPDC/HRTPO may or may not choose to implement all of the processes described in this RFP. As a result, these options must be listed separately.

APPENDIX A

SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL 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 FORMS AND TERMS AND CONDITIONS
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATION OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. CHANGES TO THE CONTRACT
- P. DEFAULT
- Q. TAXES
- R. INSURANCE
- S. ANNOUNCEMENT OF AWARD
- T. DRUG-FREE WORKPLACE
- U. NONDISCRIMINATION OF CONTRACTORS
- V. TERMINATION OF CONTRACT
- W. COOPERATIVE PROCUREMENT
- X. LITIGATIONS WITH THE CITY
- Y. PRIOR DEFAULTED CONTRACTS
- Z. CRIMINAL CONVICTIONS
- AA. 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 normally available for review in the Procurement Officer's office and is accessible on the Internet at: <http://eva.state.va.us/> under "Vendors Manual."
- 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 HRPDC/HRTPO 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 Section 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 disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender 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*, Section 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:

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

2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred ton 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 HRPDC/HRTPO 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 HRPDC/HRTPO under said contract.

- H. **MANDATORY USE OF FORMS AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official forms 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 HRPDC/HRTPO 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 designated HRPDC/HRTPO representative 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 HRPDC/HRTPO 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 thirty (30) days will be regarded as requiring payment thirty (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 transfer as noted on banking records for all ACH transactions.
- 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 HRPDC/HRTPO 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 the HRPDC/HRTPO of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, Section 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 HRPDC/HRTPO for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2). To notify the HRPDC/HRTPO 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 HRPDC/HRTPO, 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 HRPDC/HRTPO.
- c. Each prime contractor who wins an award in which provisions of a DBE procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the DBE procurement plan. Final payment under the contract in questions may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 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 HRPDC/HRTPO 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 HRPDC/HRTPO all such information and data for this purpose as may be requested. The HRPDC/HRTPO reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The HRPDC/HRTPO further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the HRPDC/HRTPO 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 HRPDC/HRTPO reserves the right to conduct any test/inspection if 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 HRPDC/HRTPO.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. 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 the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the HRPDC/HRTPO a

credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing, or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Procurement Officer's right to audit the contractor's records and/or to determine the correct number of units independently, or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as a result of savings realized. The contractor shall present the Procurement Office with all vouchers and records of expenses incurred and savings realized. The Procurement Officer shall have the right to audit the records of the contract as deemed necessary to determine costs or savings. Any claim for an adjustment in price under the 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 HRPDC/HRTPO, 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 HRPDC/HRTPO may have.
- Q. **TAXES:** Sales to the HRPDC/HRTPO 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 HRPDC's/HRTPO's excise tax exemption registration number is: 54-154-5555.
- R. **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 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 provide the HRPDC/HRTPO 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 satisfies 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 HRPDC/HRTPO must be named as an additional insured on the insurance certificate reflecting Commercial General Liability and other insurance coverages.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. 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*).
4. Automobile Liability - \$1,000,000 – Combined single limit. (Only used if motor vehicle is to be used in the contract.)
5. Professional Liability Insurance: The contractor 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 contractor, the contractor staff, or by any subcontractor or anyone directly or indirectly employed by either of them against claims for damages, including protection of the owner (HRPDC/HRTPO). The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

- (1). \$1,000,000 each incident
- (2). \$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.

- S. **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 publicly post such notice on the HRPDC's/HRTPO's website: (www.hrpdcva.gov / www.hrtpo.org) for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- U. **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 HRPDC/HRTPO 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.
- V. **TERMINATION OF CONTRACT:** The HRPDC/HRTPO 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 cause or convenience.

Termination for Cause: If the Contractor should breach the contract or fail to perform the services required by the contract, the HRPDC/HRTPO 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 HRPDC/HRTPO, the contract may be terminated by the HRPDC/HRTPO at any time thereafter upon written notice to the Contractor or, in the alternative, the HRPDC/HRTPO may give such extension of time to remedy the breach as the HRPDC/HRTPO determines to be in its best interest. The HRPDC's/HRTPO's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the claim by the HRPDC/HRTPO 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 HRPDC/HRTPO will use the address provided to the HRPDC/HRTPO in bids or proposals. It shall be the contractor's responsibility to notify the HRPDC/ HRTPO in writing within 10 days of knowing a change of address. The written notice shall include the HRPDC's/HRTPO'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 HRPDC/HRTPO reserves the right, in its sole discretion, to terminate for cause any other open contract the Contractor has with the HRPDC/HRTPO.

Termination for Convenience: The contract may be terminated by the HRPDC/HRTPO in whole or in part for the convenience of the HRPDC/HRTPO 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 and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the HRPDC/HRTPO, 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 HRPDC/HRTPO for delivery to the HRPDC/HRTPO of all products or 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 HRPDC/HRTPO 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 city 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 HRPDC/HRTPO. Said fees which have been earned shall be billed to the HRPDC/HRTPO in accordance with the normal billing process, but in no case later than sixty (60) days after the last work is performed. Any termination by the HRPDC/HRTPO 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 HRPDC/HRTPO.

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 the availability of funds.

- W. **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.
- X. **LITIGATION WITH THE HRPDC/HRTPO:** The HRPDC/HRTPO in its sole discretion may choose not to make an award to an offeror who is in litigation with the HRPDC/HRTPO 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 HRPDC/HRTPO at the time of the proposal evaluation.
- Y. **PRIOR DEFAULTED CONTRACTS:** The HRPDC/HRTPO in its sole discretion may choose not to make an award to an offeror who has previously defaulted on a contract with the HRPDC/HRTPO. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the offeror has previously defaulted on a contract with the HRPDC/HRTPO.
- Z. **CRIMINAL CONVICTIONS:** The HRPDC/HRTPO 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.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, of so required under Title 13.1 of 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 GOODS AND NONPROFESSIONAL SERVICES

- A. ADVERTISING
 - B. AUDIT
 - C. AVAILABILITY OF FUNDS
 - D. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
 - E. CONTINUITY OF SERVICES
 - F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE
 - G. INDEFINITE DELIVERY/INDEFINITE QUANTITY
 - H. MINORITY/WOMEN-OWNED BUSINESSES
 - I. PROJECTED REQUIREMENT/ESTIMATED QUANTITIES
 - J. PROPOSAL ACCEPTANCE PERIOD
 - K. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER
- A. **ADVERTISING:** In the event a contract is awarded for services resulting from this proposal, no indication of such contract or the provision of services to the HRPDC/HRTPO will be used in the contractor's literature or advertising. The contractor shall not state in any of its advertising or product literature that the HRPDC/HRTPO or any of its departments has purchased or uses its services.
- B. **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 HRPDC/HRTPO, whichever is sooner. The HRPDC/HRTPO shall have full access to the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the HRPDC/HRTPO shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** Contractor assures that information and data obtained as to personal facts and circumstances related to patients or 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 HRPDC's/HRTPO's written consent and only in accordance with federal, state and city 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 HRPDC/HRTPO of any breach or suspected breach in the security of such information. Contractors shall allow the HRPDC/HRTPO 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.
- E. **CONTINUITY OF SERVICES:**
- a. The contractor recognized that the services under this contract are vital to the HRPDC/HRTPO and must be continued without interruption and that, upon contract expiration, a successor, either the HRPDC/HRTPO 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 HRPDC/HRTPO 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.
 - iii. That the 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 successor to execute the phase-in-phase-out services. This plan shall be subject to the Procurement 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 by the Procurement Officer in writing prior to commencement of said work.

- F. **IDENTIFICATION OF 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 Offeror	Due Date	Time
_____	_____	_____
Street or Box Number	RFP Number	
_____	_____	_____
City, State Zip Code	RFP Title	

Name of Contact/Purchase Officer or Buyer: _____

The envelope should be addressed as directed on Page 1 of this solicitation.

If the proposal not contained in the special envelope is mailed, the 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 proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- G. **INDEFINITE DELIVERY/INDEFINITE QUANTITY:** This is an indefinite delivery/indefinite quantity contract for the services specified and effective for the period stated. The HRPDC/HRTPO shall order the services specified in the price schedule and the Contractor shall furnish them when ordered.

The Contractor shall complete any order issued during the effective period of this contract and not completed within the contract period within the time specified in the order. The contract shall govern the Contractor's and the HRPDC's/HRTPO'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; that the Contractor shall not be required to make any delivery under this contract after 30 days of the expiration of the contract.

- H. **DISADVANTAGED BUSINESS ENTERPRISES (DBEs) SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* and in accordance with *Title VI of the Civil Rights Act of 1964, 78 stat. 252 US C 2000-2004d-4*. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement Officer the following information: Name of Firm, Certification Number, Phone Number, Total Dollar Amount subcontracted, and Type of product/service provided. A list of Virginia certified DBE firms can be located at: <http://www.dmb.e.state.va.us/> under the *DBE Directory of Certified Vendors*.

- I. **PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:** As requirements arise for specific staffing covered herein, the authorized individuals shall place orders. Please refer to the paragraph entitled Method of Ordering. The position titles specified in this solicitation are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual staffing that will be ordered since the actual staffing will depend upon requirements that develop during the contract period.

- J. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 90 days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the offeror. If

the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- K. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia* Section 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)**

APPENDIX B

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

The HRPDC/HRTPO requires that any person or entity doing business with the HRPDC/HRTPO 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, and alien knowing the alien is unauthorized, and Section 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 HRPDC/HRTPO. Failure to attach a completed certification shall render the contract or agreement void.

(Type or print legibly when completing this form.)

1. Legal Name of Contractor or Vendor:

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

2. Type of Business Entity:

- A. Sole proprietorship (Provide full name and address of owner):
- B. Limited Partnership (Provide full name and address of all partners):
- C. General Partnership (Provide full name and address of all partners):
- D. Limited Liability Company (Provide full name and address of all managing members):
- E. Corporation (Provide full name and address of all officers):

3. Doing Business As: (If Applicable.)

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

4. Name and Position of Person Completing this Certificate:

5. Physical Business Address:

6. Primary Correspondence Address (if different from physical address):

7. Number of Employees:

8. 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 Section 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 forgoing instrument was acknowledged before me this _____ day of _____ 20 __, by _____.

Notary Public

Registration Number: _____
My commission expires: _____

**APPENDIX C
LITIGATION DISCLOSURE FORM**

Respond to each of the questions below by checking the appropriate box. 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 proposal is submitted.

1. 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 to this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years?

Yes _____

No _____

2. 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 to this solicitation, been terminated (for cause or otherwise) from any work being performed by the HRPDC/HRTPO or any other governmental or private entity during the last ten (10) years?

Yes _____

No _____

3. 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 to this solicitation, been involved in any claim or litigation with the HRPDC/HRTPO or any other governmental or private entity during the last ten (10) years?

Yes _____

No _____

4. Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the HRPDC/HRTPO 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.

**APPENDIX D
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 or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose 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

**APPENDIX E
SALES AND USE TAX CERTIFICATE OF EXEMPTION**

VA Dept. of Taxation
Form St-12
6201059
Rev. 11/99

**COMMONWEALTH OF VIRGINIA
SALES AND USE TAX CERTIFICATE OF EXEMPTION
(For use by the Commonwealth of Virginia, a
political subdivision of the Commonwealth
of Virginia, or the United States)**

To: _____ **Date** _____
(Name of Dealer) (City, town, or post office) (State and ZIP Code)
(Number and street or rural route)

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use or consumption by this State, any political subdivision of this State, or the United States. (This exemption does not apply to sales or leases to privately owned financial and other privately owned corporations chartered by the United States.)

The undersigned, for and on behalf of the governmental agency named below, hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be for use or consumption by a governmental agency, that each such purchase or lease will be supported by the required official purchase order, and that such tangible personal property will be paid for out of public funds: (Check proper box below.)

1. Tangible personal property for use or consumption by the Commonwealth of Virginia.
2. Tangible personal property for use or consumption by a political subdivision of the Commonwealth of Virginia.
3. Tangible personal property for use or consumption by the United States.

Hampton Roads Planning
District Commission
(Name of governmental agency)

723 Woodlake Drive Chesapeake VA 23320
(Number and street or rural route) (City, town, or post office) (State) (ZIP Code)

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

BY Nancy K. Collins **CFO**
(Signature) (Title)

Information for dealer. -A dealer is required to have on file only one Certificate of Exemption properly executed

APPENDIX F

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

See Specific Instructions on page 2.

Name (as shown on your income tax return)					
Business name, if different from above					
Check appropriate box:	Individual/ Sole proprietor	Corporation	Partnership	Other ♦	Exempt from backup withholding
Address (number, street, and apt. or suite no.)				Requester's name and address (optional)	
City, state, and ZIP code					
List account number(s) here (optional)					

Part I Taxpayer Identification Number (TIN)

Print or type

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is

Employer identification number								

Part II Certification

our employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

or

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Under penalties of perjury, I certify that:

- . The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- . I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- . I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. or mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign here

Signature of
 U.S. person ♦

Date ♦

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, and
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified

in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Cat. No. 10231X

Form **W-9** (Rev. 1-2005)

APPENDIX G
VENDOR CERTIFICATION

VENDOR CERTIFICATION
VERIFICATION FORM

Vendor Name: _____

Vendor Address: _____

Contact Person: _____ Title: _____

E-mail Address: _____ Phone: _____

Vendor Fax: _____

CERTIFICATIONS

DBE CERTIFICATION CERTIFICATION #: _____

CERTIFYING AGENCY: _____

NAICS CODE: _____ 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@hrpdcva.gov

**APPENDIX H
DBE PARTICIPATION STATEMENT**

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

RFP #: _____ Title: _____

Consultant Name: _____

This consultant (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: _____