

REQUEST FOR PROPOSALS



MULTIDISCIPLINARY PLANNING SERVICES FOR
HAMPTON ROADS REGION – NORFOLK AND VIRGINIA BEACH
JOINT LAND USE STUDY
PDC-RFP-2017-02
September 8, 2016

REQUEST FOR PROPOSALS (RFP)

HAMPTON ROADS PLANNING DISTRICT COMMISSION (Organization)

ISSUE DATE: September 8, 2016

RFP No.: PDC-RFP-2017-02

TITLE: Multidisciplinary Planning Services for Hampton Roads Region – Norfolk and Virginia Beach Joint Land Use Study
ELEMENT No.: 300801

ISSUED BY: Procurement Officer, 723 Woodlake Drive, Chesapeake, VA 23320

PURPOSE: The Hampton Roads Planning District Commission (Organization) is soliciting proposals from qualified Offerors to establish a contract for multidisciplinary planning services to support the Hampton Roads Region – Norfolk and Virginia Beach Joint Land Use Study (JLUS).

PERIOD OF CONTRACT: The original period of this contract will be for twenty-one (21) months from December 1, 2016 to August 31, 2018.

COMPETITIVE PROPOSALS WILL BE RECEIVED UNTIL: 2:00 PM on October 11, 2016 for furnishing the services described herein under Scope of Work in Attachment 3.

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 or to the address noted above. All questions must be submitted **in writing** to Ms. Collins before 12:00 PM **on the date noted in Section IV below**. If necessary, an addendum will be posted on September 19, 2016 on the following website: www.hrpdcva.gov.

It shall be the responsibility of the prospective offeror to monitor the website, or request a copy to be sent to them, 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 (see Form 3).

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

**Nancy K. Collins
CFO/Procurement Officer
HRPDC
The Regional Building
723 Woodlake Drive
Chesapeake, VA 23320**

NOTE: PLEASE REFERENCE "SECTION VII: SPECIFIC PROPOSAL INSTRUCTIONS" AS TO SEQUENCE OF SUBMITTAL DATA IN YOUR PROPOSAL.

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I. PURPOSE:

The [Hampton Roads Planning District Commission](#) (Organization) is soliciting proposals from qualified Offerors to establish a contract for multidisciplinary planning services to support the Hampton Roads Region – Norfolk and Virginia Beach Joint Land Use Study (JLUS). The Hampton Roads Region – Norfolk and Virginia Beach JLUS will include four Navy installations in Norfolk and Virginia Beach: Joint Expeditionary Base (JEB) Little Creek-Fort Story; Naval Air Station (NAS) Oceana (including Dam Neck Annex and excluding Naval Auxiliary Landing Field Fentress); Naval Station (NS) Norfolk; and Naval Support Activity (NSA) Hampton Roads.

The JLUS will be a community-driven, cooperative, strategic planning process among the Cities of Norfolk and Virginia Beach, the Commonwealth of Virginia, and the four (4) Navy installations. The goal of the JLUS is to encourage local governments, together with the Commonwealth, to work closely with the military installations to implement measures that prevent the introduction of incompatible civilian development that may impair the continued operational utility of the military installation, and to preserve and protect the public health, safety, and welfare of those living near an active military installation. In Hampton Roads, more frequent flooding has been identified as an encroachment that is affecting military operations. Flooding is causing stresses on existing infrastructure and development patterns that are having adverse impacts on military readiness and operations. This JLUS will focus on identifying specific conditions, including recurrent flooding, coastal storms, and erosion, outside of the military footprint that have the potential to impact Navy operations in Hampton Roads. Additional information is described in Attachment 2.

It is anticipated that the Organization will award one (1) contract for a period of performance of twenty-one (21) months.

Any Offeror desiring consideration must submit a proposal. All Offerors shall have prior experience with providing planning and related 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 (Organization) is one of 21 Planning District Commissions in Virginia, and is a regional organization representing Hampton Roads' seventeen local governments and 1.7 million residents. The Organization 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, Environmental Education, and Water Resources.

III. SCOPE OF WORK:

The Scope of Work is described in Attachment 3.

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. Known Offerors will be notified of significant schedule changes. Please monitor website for updated information.

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issuance of RFP	Procurement Officer/Staff	9/8/2016
Submission of Questions	Potential Offerors	12:00 PM on 9/15/2016
*Pre-Proposal Conference	Procurement Officer/Staff	2:30 PM on 9/19/2016
Addenda Published	Staff	9/20/2016
Submission of Proposal	Offerors	2:00 PM on 10/11/2016
Selection Shortlist	Evaluation Committee	10/17/2016
Oral Presentations	Offerors	10/27/2016
Contract Negotiations Begin	Procurement Officer/Staff	11/1/2016
Approval by Commission	Commission	11/17/2016
Award Contract	Procurement Officer/Staff	11/28/2016

*There (WILL) (will NOT) be a Pre-Proposal Conference.

This conference is (MANDATORY) (NON-Mandatory).

The Pre-Proposal Conference will be held at 2:30 PM in The Regional Building, 723 Woodlake Drive, Chesapeake, VA on the date shown above.

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 Procurement Officer 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 posted on the appropriate website(s) listed above. 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, CFO & Procurement Officer. To be given consideration, such questions/requests **must be received by the deadline noted in Section IV.** 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 this 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 is not available.

VI. PROPOSAL PREPARATION AND INSTRUCTIONS:

In order to be considered for selection, Offerors must submit a complete response to this solicitation. One (1) original (marked ORIGINAL) and eight (8) hard copies of the proposal and one electronic copy in PDF-format on a CD-ROM or DVD-ROM must be submitted to the Procurement Officer by the deadline specified in Section IV. 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 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.
- D. Proposals should be organized in the order in which the requirements are presented in Section VII of 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 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:

Any Offeror desiring consideration must submit both a Technical Proposal and a Cost Proposal. All Offerors shall have prior experience with providing planning and related 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.

Proposals should be submitted as one (1) bound volume and be as thorough and detailed as possible so that the Organization may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following as a complete proposal **(please submit in the order indicated below)**:

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

- A. Section I - Required Forms (see Appendix B). All forms shall all be signed and completed as required:
 - 1. Cover Sheet
 - 2. Proposal Signature Sheet (Signature Letter on Corporate Letterhead)
 - 3. Addenda Received and Acknowledged
 - 4. Certification of Compliance with Immigration Laws and Regulations
 - 5. Litigation Disclosure Form
 - 6. Vendor Certification Verification Form
 - 7. DBE Participation Statement
 - 8. State Corporation Commission Identification Number
 - 9. Proprietary Information
 - 10. References
 - 11. Lobbyist Disclosure Form

- B. Section II – Technical Proposal. In twenty-five (25) pages or less, the Offeror shall provide a concise description of work experiences, resources, and capabilities as they relate to the Scope of Work (see Attachment 3). The Technical Proposal should demonstrate that the Offeror understands the intent and scope of the study, the character of the deliverables, the services required for their delivery, and the specific tasks that must be performed to supply these services. In addition, the Offeror must demonstrate qualifications to supply the required services.

The Offeror shall prepare a detailed Scope of Services for the project. The Offeror is encouraged to include additional scope of service tasks that it feels should be included. The Scope of Services should describe each step in the overall review, analysis, and completion of the work. The HRPDC is interested in different innovative and cost-effective approaches to completing the project items and the final Scope of Services will be subject to negotiation. The selected consultant will be responsible for actively managing the project and for providing all services and work to complete the project, including gathering and analyzing all data and requirements.

The Technical Proposal should include, 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 statement of financial stability. Submit a copy of most recent annual audited financial statement if this is a public document.

4. Provide documentation showing a minimum of five (5) years' demonstrated experience preferably with public sector/government organizations, and any other specialized services. Briefly describe a maximum of five (5) 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. More detailed project summaries for the five (5) reference projects should be provided in an appendix to the proposal; each project summary is not to exceed two (2) pages.
5. 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 an appendix, provide short form resumes of those individuals to include years of relevant experience, current office location, and years with the Offeror; each resume is not to exceed two (2) pages. The information provided shall include the expected amount of involvement for each technical staff assigned to this project. This statement should include a listing of current or forecast work commitments in sufficient detail to show that the organization and all of the individuals assigned to the project are substantively available to conduct this project. Any changes in key personnel after the award of the project must be approved by HRPDC prior to change in staffing.
6. Identify the proposed team of subconsultants, areas of expertise, and proposed roles in the project. If the Offeror opts to use subconsultants, the Offeror is responsible for coordination of all subconsultant services. General information or a profile for each subconsultant, including company name, office location(s), and key personnel by discipline and office location, may be provided in an appendix to the proposal; each subconsultant profile is not to exceed two (2) pages.
7. Provide a proposed scope of services with a detailed description of the Offeror's proposed approach to the project. Each of the considerations listed below in the scope of work must be addressed. This section shall include a description of tasks and products, with reference to a proposed schedule.

The scope of services will ultimately become part of the contract, incorporated in whole or by reference. It should describe in a specific and straightforward manner both the Offeror's understanding of the project and the proposed approach to achieving the objectives and accomplishing the tasks described in this Request for Proposals. The scope of services should be concise, yet include sufficient detail to completely describe the planned approach. Description of how the objectives will be achieved shall be presented in a logical, innovative, and rational plan.

The scope of services should describe each phase or task of the work to be undertaken including the person-hour level of effort for each class of personnel and for each subcontractor, including deliverables to be provided. The Offeror should specify any tasks that are assumed to be accomplished by HRPDC staff and the general level of participation expected.

8. Provide a detailed project schedule to complete the tasks listed in the Scope of Services. This detailed project schedule should show the expected sequence of tasks and resource requirements for both the Offeror and HRPDC staff. The schedule shall show the project to be completed by September 30, 2018. Major tasks should also be identified in the Scope of Services, along with the completion date of each task. The schedule shall identify meetings, report presentations, and submittals. This schedule shall include the time allowed for review by the HRPDC (2 weeks minimum for major submittals).
 9. Provide a proposed project management plan. The plan should demonstrate the Offeror's ability to carefully control resources and manage costs. The consultant shall assign a project manager for the project who will act as HRPDC's primary contact and who will be entirely responsible for all consultants' work, including any subconsultant work. The consultant shall provide monthly progress reports to HRPDC's project manager
 10. Describe Affirmative Action and DBE Participation. The Offeror shall present documentation to describe its compliance with the Federal and State nondiscrimination laws and regulations and its Small/Woman and Minority (SWaM) owned and Disadvantaged Business Enterprise (DBE) activities.
 11. Exceptions to the RFP. Please provide any exceptions to the terms of this RFP that you feel are necessary in order to fulfill this solicitation.
- C. Section III – Appendices. The Offeror shall provide the information listed below as appendices to the proposal. For items C.1, C.2, and C.3, the Offeror may *instead* opt to submit federal Standard Form 330 (SF330) to meet these requirements.
1. Project summaries for five reference projects, including points of contact. Each project summary is not to exceed two (2) pages.
 2. Short form resumes for the proposed project manager and key personnel, including years of relevant experience, current office location, and years with the Offeror. Each resume is not to exceed (2) two pages
 3. Profiles of proposed subconsultants, including company name, office location(s), and key personnel by discipline and office location. Each subconsultant profile is not to exceed two (2) pages.
- D. Section IV – Cost Proposal. The Offeror shall provide a proposed budget for completion of the work, broken down by individual work task. Within each work task, the cost should be further broken down by personnel working on the task (by prime and subconsultant), number of hours assigned to each personnel on that task, and their hourly rate. The Cost Proposal should include all costs for which the prospective consultant expects to be paid and shall include a total figure for all work to be performed including any supplies, equipment, transportation, or other services necessary to perform the proposed services.

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 eight (8) hard copies and one electronic copy in PDF-format on a CD-ROM or DVD-ROM of the proposal shall be submitted. Facsimile copies will not be accepted. The Organization will accept proposals until 2:00 PM on September 6, 2016 delivered to:

Nancy K. Collins
CFP/Procurement Officer
HRPDC
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. These oral presentations usually take the form of a brief presentation by the Offeror, followed by questions from the evaluation committee.

The Organization shall not be responsible for any expense incurred by the Offeror in preparing and submitting a proposal, answering any subsequent inquiries, or conducting oral presentations 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 on the Organization's website.

Late Proposals: To be considered for selection, proposals must be received in the Regional Building by the designated date and hour (see Section IV). 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 conditions, 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 9 when replying to this section.**

X. SELECTION CRITERIA:

An Evaluation Committee, composed of representatives of the Organization and the Cities of Norfolk and Virginia Beach, 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>
Offeror's General Approach to the Project	25%
Qualifications and Experience, Including Experience with Multidisciplinary Planning	20%
Capabilities and Resources	20%
Accessibility of firm and key personnel	15%
Experience involving multiple local jurisdictions/agencies	10%
SWaM or SWaM subcontracting plan	5%
Cost	5%
Total	100%

Total cost, products delivered, and schedule will all be considered during the selection process. Specific attention will be given to the commitment implied for key staff and the overall labor effort proposed, and their relationship to the estimated project cost. In addition, special attention will be placed on the strength of the approach and qualifications described in the proposal.

- B. After the Evaluation Committee's initial evaluation of the proposals, the Committee may elect to hold oral presentations with the top ranked Offerors. The Organization reserves the right to select an Offeror based solely on written proposals and not hold oral presentations. If oral presentations are required, they will be held on the date noted in Section IV. Oral presentations usually take the form of a brief presentation by the Offeror, followed by questions from the evaluation committee. Offerors selected for an oral presentation will be advised of the presentation schedule on or before October 17, 2016; the time allotted for presentations will be specified in the schedule. Any area of specific concern will be identified before the interview.

XI. AWARD OF CONTRACT:

- A. Selection shall be made of one or more reasonable and responsive 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. The evaluation criteria and oral presentations will factor into this selection. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have been conducted the evaluation committee shall select the Offeror, which, in their 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 evaluation committee determine, in writing, 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 proposers fails to satisfy the Organization that such proposer 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. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise. Please identify any "Exceptions to RFP." In the case of any conflict between the Proposal and any other contract documents, the Contract shall take precedence.
- 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 proposal 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. The 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**

- 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 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 OFFERORS
- 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 consulting firm (Firm) 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 Offeror agrees as follows:
 - a. The Offeror 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 Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of these nondiscrimination clauses.
 - b. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror 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 Offeror 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 subconsultant 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 proposals on contracts for the type of 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 Offeror 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 selected Offeror:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Offeror 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 individuals) 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 Offeror 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, Offerors 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 Offeror, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Offeror 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. An Offeror awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Offeror'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 Offeror's intention to withhold payment and the reason.
- b. The Offeror 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 Offeror 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 subcontractor performing under the primary contract. An Offeror'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 Offeror 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 Offeror. 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 Offeror shall comply with the notice upon receipt. The Offeror 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 Offeror accounts for the number of units of work performed, subject to the Procurement Officer's right to audit the Offeror's records and/or to determine that correct number of units independently; or
 3. By ordering the Offeror 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 Offeror 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

Offeror 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 Offeror 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 Offeror 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 proposal 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.

- 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.
- 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 Offeror 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 Offeror 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 Offeror, the Offeror 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 the Offeror 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 The Offeror 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 Offeror 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 Offeror, the Offeror's 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 an Offeror 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.hrpdca.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 Offeror'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 Offeror that the Offeror 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 an Offeror, the employees of which 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 FIRMS:** A Firm 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 Offeror. The written notice shall state whether the termination is for convenience or cause.

Termination for Cause: If the Offeror 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 Offeror a stated period of time within which to remedy its breach of contract by delivering a written cure notice to the Offeror. If the Offeror 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 Offeror 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 Offeror of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Offeror may be subject to a claim by the Organization for the costs and expenses incurred in securing a replacement Offeror 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 proposals. It shall be the Offeror'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 Offeror 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 Offeror 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 Offeror 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 Offeror must stop work, including but not limited to work performed by subcontractors, 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 Offeror 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 Offeror 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 Offeror has or will receive compensation.

Delivery of Materials: Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver to the Organization all products or services for which the Offeror has been or will be compensated. Unless otherwise agreed to in writing, the Offeror 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 Offeror: Upon such termination, the Offeror 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 Offeror 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 Offeror 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 Offeror 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 RFP. The Offeror 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:** An Offeror 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**

ADVERTISING
AUDIT
ADDITIONAL USERS
AWARD OF CONTRACT
PROPOSAL ACCEPTANCE PERIOD
CANCELATION OF CONTRACT
IDENTIFICATION OF PROPOSAL ENVELOPE
INDEMNIFICATION
SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE
OPTIONAL PRE-PROPOSAL CONFERENCE
REFERENCES
RENEWAL OF CONTRACT
CONTINUITY OF SERVICES
STATE CORPORATOIN COMMISSION IDENTIFICATION NUMBER
CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

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 RFP, no indication of such sales or services to the Organization will be used in product literature or advertising. The Offeror shall not state in any of its advertising or product literature that the Organization has purchased or uses any of its services, and the Offeror shall not include the Organization's name in any client list in advertising and promotional materials.

Audit: The Offeror 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 named in the solicitation shall be made only by written contract modification issued by this Organization or institution and upon mutual agreement of the Offeror. Such modification shall name the specific agency added or deleted and the effective date. The Offeror 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 one 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.

Proposal Acceptance Period: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 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.

Cancellation 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 Offeror. 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 Offeror of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

From: _____	_____	_____
Name of 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 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.

Indemnification: Offeror 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 Offeror, 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 Offeror 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 Offerors are required to submit a Small Business Subcontracting Plan. Unless the 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 Offeror 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 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 proposals. If small business subcontractors are used, the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror 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-Proposal Conference: An optional pre-proposal conference will be held at 2:00 PM on August 9, 2016 at The Regional Building, 723 Woodlake Drive, Chesapeake, VA 23320. The purpose of this conference is to allow potential 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 proposal, Offerors who intend to submit a 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: Offerors 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 10)

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 three (3) 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 three (3) percent.

Continuity of Services:

a.) The Offeror 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 Offeror, may continue them. The Offeror 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 Offeror to its successor.

b.) The Offeror 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 Offeror 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, 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. Indicate the above information on the SCC Form provided. The Offeror 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 The Offeror's statement describing why the 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 the Offeror as demonstrating compliance.

Additional Special Terms and Conditions:

Confidentiality of Personally Identifiable Information: The Offeror 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. The Offerors 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. The Offerors shall allow the Organization to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. The Offeror and the employees working on this project may be required to sign a confidentiality statement.

APPENDIX B

REQUIRED FORMS

- Form 1: Cover Sheet
- Form 2: Proposal Signature Sheet (Signature Letter on Corporate Letterhead)
- Form 3: Addenda Received and Acknowledged
- Form 4: Certification of Compliance with Immigration Laws and Regulations
- Form 5: Litigation Disclosure Form
- Form 6: Vendor Certification Verification Form
- Form 7: DBE Participation Statement
- Form 8: State Corporation Commission Identification Number
- Form 9: Proprietary Information
- Form 10: References
- Form 11: Lobbyist Disclosure Form

**FORM 1
COVER SHEET**

RFP#:

PDC-RFP-2017-02

RFP Title:

MULTIDISCIPLINARY PLANNING SERVICES FOR HAMPTON ROADS REGION –
NORFOLK AND VIRGINIA BEACH JOINT LAND USE STUDY

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:

_____ Zip Code: _____

FEI/FINT No.: _____

Email: _____

Date: _____

By: _____
(Sign in Ink)

Name: _____
(Please Print)

Title: _____

Phone: _____ Fax: _____

Website: _____

CONTACT INFORMATION *(if differs from above):*

Name: _____

Title: _____

Address: _____

Email: _____

Office Phone: _____

Mobile Phone: _____

Facsimile Phone: _____

FORM 2

PROPOSAL SIGNATURE SHEET

(Must be submitted on your corporate letterhead)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth 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 Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or §59.109.1 through 59.1-9.17 or § 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: _____

FORM 3

ADDENDA RECEIVED AND ACKNOWLEDGED

By signing this form, Offeror acknowledges receipt of any and all Addenda published after initial RFP was issued. *(Attach copy of all such Addenda following this form.)*

Receipt of addenda acknowledged:

Signature

Date

FORM 4

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION
LAWS AND REGULATIONS**

The Organization requires that any person or entity doing business with the Organization, including its boards and commissions, 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 5

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 were submitted.

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been convicted of a felony, or a 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 6

**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

- African American Asian Indian Asian Pacific
 Hispanic American Native American
 Non-Minority Woman

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

FORM 7

DBE PARTICIPATION STATEMENT

Offeror's Name: _____

Offeror (___ is) (___ is not) a certified Disadvantaged Business Enterprise (DBE)

Offeror (___ is) (___ is not) a Small/Women and/or Minority Business (SWaM)

SUB-CONTRACTING SECTION:

Expected percentage of contract fees to be sub-contracted to DBE(s)/SWaMs: _____%.

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

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

OTHER Sub-Consultant(s) [Not DBEs/SWaMs]	Type of Work/Commodity
_____	_____
_____	_____
_____	_____

By: _____

Title: _____

Date: _____

FORM 8

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 9

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*).

Please enclose all proprietary information in a sealed envelope and attach ONLY to the ORIGINAL proposal.

Below, please reference appropriate page numbers, Section numbers, paragraph numbers, etc. where this data should be inserted, along with an explanation as to why it is proprietary and protected by §2.2-4342F of the Code of Virginia.

FORM 10

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 11
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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification is a material representation of the fact on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into the transaction imposed by §1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned 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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its 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 §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

NONDISCRIMINATION USDOT 1050.2

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

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *(Recipient)* or the *(Name of Appropriate Administration)* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *(Recipient)*, or the *(Name of Appropriate Administration)* as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

ATTACHMENT 2

BACKGROUND INFORMATION

Request for Proposal No. PDC-RFP-2017-02
MULTIDISCIPLINARY PLANNING SERVICES FOR
HAMPTON ROADS REGION – NORFOLK AND VIRGINIA BEACH
JOINT LAND USE STUDY

Overview

The Hampton Roads Planning District Commission (HRPDC), the state-designated regional planning organization for southeastern Virginia, is proposing a Joint Land Use Study for Navy installations located in the Cities of Norfolk and Virginia Beach. The Hampton Roads Region – Norfolk and Virginia Beach JLUS will include the following Navy installations:

- Joint Expeditionary Base (JEB) Little Creek-Fort Story
- Naval Air Station (NAS) Oceana (including Dam Neck Annex; excluding Naval Auxiliary Landing Field Fentress)
- Naval Station (NS) Norfolk
- Naval Support Activity (NSA) Hampton Roads

The JLUS will be a community-driven, cooperative, strategic planning process among the Cities of Norfolk and Virginia Beach, the Commonwealth of Virginia, and the four (4) Navy installations. The goal of the JLUS is to encourage local governments, together with the Commonwealth, to work closely with the military installations to implement measures that prevent the introduction of incompatible civilian development that may impair the continued operational utility of the military installation, and to preserve and protect the public health, safety, and welfare of those living near an active military installation. In Hampton Roads, more frequent flooding has been identified as an encroachment that is affecting military operations. Flooding is causing stresses on existing infrastructure and development patterns that are having adverse impacts on military readiness and operations. This JLUS will focus on identifying specific conditions, including recurrent flooding, coastal storms, and erosion, outside of the military footprint that have the potential to impact Navy operations in Hampton Roads.

The JLUS will build upon existing community and regional planning efforts to support military readiness and defense capabilities. Specific issues to be addressed through this collaborative process will be the region's vulnerability to sea level rise, recurrent flooding, and extreme coastal storm events, in addition to potentially incompatible urban development. The region's waterfront areas are home to many important private and public military, commercial, and industrial assets. Hampton Roads is characterized by a high level of interconnectivity, with many residents living in one community while working in another. A collaborative approach to addressing shared problems is essential for developing and implementing solutions that work for both localities and military facilities and at the site, neighborhood, community, and regional scales.

The HRPDC is serving as the JLUS project sponsor on behalf of the Cities of Norfolk and Virginia Beach. The HRPDC will issue a Request for Proposals for a consultant to conduct the JLUS. The proposed timeline for the JLUS is twenty-one (21) months. The Hampton Roads Region – Norfolk and Virginia Beach JLUS project will include the following major deliverables:

- Public Participation and Outreach Plan, including Project Overview

- GIS data and maps
- Existing conditions analysis
- Vulnerability analyses
- Draft and final JLUS documents, including recommendations for structural and non-structural solutions to address identified vulnerabilities
- Implementation strategy to carry out study recommendations

All printed documents and statements of action for implementation will be distributed to the two localities, the Commonwealth of Virginia, and the U.S. Navy and placed on the websites for the HRPDC, City of Norfolk, and City of Virginia Beach.

Introduction

The Hampton Roads region is one of the most vulnerable metropolitan areas in the United States to flooding caused by sea level rise. A combination of global and local forces has resulted in the region facing one of the highest rates of relative sea level rise on the East Coast. In addition to rising global sea levels, Hampton Roads is experiencing faster sea level rise than many areas due to a combination of changing ocean currents and land subsidence, primarily due to groundwater withdrawals. Together, these factors have resulted in more frequent nuisance flooding and increased vulnerability to coastal storms, threatening critical infrastructure and community services, which poses challenges for both local communities and to military operations in the region. The challenges for military installations are two-fold. First, infrastructure and development patterns that were or currently are compatible with military missions and readiness may become less compatible as a result of more frequent flooding, which may require modifications in land development patterns. Second, both cities are in the midst of conducting long-term strategic land use plans, in part as a response to sea level rise, that will significantly change the location and types of development throughout the urban areas of both cities. It is important that these changes in land use patterns are compatible with Navy facilities in the region.

The area also faces challenges such as traffic congestion, surface water quality deficiencies, and aging utilities. Sea level rise will amplify each of these challenges. Several efforts by regional organizations, individual local governments, and universities have identified needs and opportunities for collaboration to address nuisance flooding and increased vulnerability to coastal storms due to sea level rise. In addition, site and neighborhood scale decisions on land use, infrastructure, and utilities may have regional impacts. Coordination across sector and among jurisdictions, including military installations, will be needed to address shared risks and vulnerabilities and improve the resiliency of the region as a whole.

The Hampton Roads Planning District includes the Cities of Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg, the Counties of Gloucester, Isle of Wight, James City, Southampton, Surry, and York, and the Town of Smithfield. The region is home to many military installations, including Joint Base Langley-Eustis, JEB Little Creek-Fort Story, NAS Oceana, NS Norfolk, NSA Hampton Roads, Naval Weapons Station Yorktown, and Norfolk Naval Shipyard. These installations play a vital strategic role in the nation's defense as well as a major role in the local, regional, and state economies, with a total annual economic impact of approximately \$10 billion.

The four installations included in the Hampton Roads Region – Norfolk and Virginia Beach JLUS (JEB Little Creek-Fort Story, NAS Oceana, NS Norfolk, and NSA Hampton Roads) account for approximately 7.3% of the total land area of the cities of Norfolk and Virginia Beach. These installations were selected for inclusion in the JLUS based on their geographic proximity to each other and their relative vulnerability to flooding and impacts from coastal storms. The proposed JLUS study area is defined by hydrologic, economic, and infrastructure connections among the four facilities and the surrounding communities.

In addition to this proposed study, the Navy and Air Force have proposed two additional JLUS projects. The Hampton Roads Region – Portsmouth and Chesapeake JLUS will address community and military issues with Navy installations in those two cities, while a JLUS for Joint Base Langley-Eustis will address issues on the Peninsula. The HRPDC will be involved in all three projects and will be able to coordinate and share information among stakeholders throughout the region. Each of these JLUS project will have a separate Request for Proposals.

The Hampton Roads region is currently exploring and developing strategies to adapt to rising sea levels. In recent years, the frequency of nuisance flooding within communities and military installations has increased. Area localities recognized both the existence of this challenge and the need to address it. In addition to impacts on residents, businesses, and communities, recurrent flooding has direct impacts on military installations and the readiness of their resident commands. Through efforts by the HRPDC, Old Dominion University, the Virginia Institute of Marine Science, the Department of the Navy, local governments (including Norfolk and Virginia Beach), and others, the region has made significant progress in identifying vulnerabilities to sectors such as transportation infrastructure, private property, and natural resources and is moving towards specific recommendations for action. This proposed JLUS is intended to build upon those efforts by identifying and quantifying the impacts of flooding on the participating communities and determining how those impacts affect the military readiness of the four participating installations. Overviews of the participating installations included in the JLUS are provided below.

JEB Little Creek-Fort Story

JEB Little Creek-Fort Story provides support services and training facilities for expeditionary forces. It comprises two facilities located in the City of Virginia Beach along the Chesapeake Bay. JEB Little Creek, formerly named Naval Amphibious Base Little Creek, is located adjacent to the city line with Norfolk along Little Creek, a tidal tributary of the Chesapeake Bay. JEB East, formerly named Fort Story, is located at the mouth of the Chesapeake Bay at Cape Henry in Virginia Beach. The entire base covers approximately 4,000 acres and includes 7.6 miles of shoreline. It is home to 18,000 military and civilian personnel, making it the largest single employer in Virginia Beach. The base is also home to 18 large ships along with 126 smaller vessels.

NAS Oceana

NAS Oceana is located in the City of Virginia Beach south of Interstate 264 about two miles inland from the Atlantic Ocean. The command includes NAS Oceana Dam Neck Annex, which lies approximately two miles to the east on the Atlantic coastline and NALF Fentress (NALF Fentress is not included in this JLUS). NAS Oceana is the U.S. Navy's East Coast Master Jet Base, home to over 300 F/A-18 Hornets and F/A-18 E/F Super Hornets, as well as several C-40 fleet logistics aircraft. More than 17,000 military and civilian personnel work at NAS Oceana, making it the second largest employer in the City of Virginia Beach.

NS Norfolk

NS Norfolk occupies 6,200 acres in Hampton Roads, including outlying properties, on a peninsula known as Sewell's Point in the northwestern part of the City of Norfolk. The base is the largest naval complex in the world and is home to Commander, Naval Air Force, U.S. Atlantic Fleet, and Commander, Navy Region Mid-Atlantic. Its primary mission is to support the operational readiness of the Atlantic Fleet. NS Norfolk is homeport to five Nimitz class aircraft carriers as well as numerous other cruisers, destroyers, amphibious assault vessels, aircraft, and other ships. The mission of the naval station is to support the Atlantic Fleet throughout the world. NS Norfolk supports more than 65,000 active duty military and civilian personnel. Most of the naval station's personnel and their families live within a fifty mile radius of the base and commute daily from areas within the Hampton Roads.

NSA Hampton Roads

NSA Hampton Roads consists of several facilities and areas throughout the region. The main site is located adjacent to Naval Station Norfolk in the City of Norfolk. The base provides shore installation support to its tenant commands. It is home to over 8,400 personnel across its areas of responsibility, including major commands such as U.S. Fleet Forces Command, Joint Staff Hampton Roads, Joint Forces Staff College, NATO Allied Command Transformation, U.S. Marine Corps Forces Command, Naval Submarine Forces, Atlantic, and Naval Reserve Forces Command. In Norfolk, the installation also includes several additional annexes located off of Hampton Boulevard, including the Lafayette River Annex, the Supply Depot Annex, and the Damage Control School South Annex. In addition to the components located in Norfolk, NSA Hampton Roads also includes the Northwest Annex in Chesapeake and Naval Medical Center Portsmouth; these facilities are not included in this JLUS.

Purpose of Joint Land Use Study

The goal of the JLUS is to encourage local governments, together with the Commonwealth of Virginia, to work closely with the four (4) Navy installations in Norfolk and Virginia Beach to carry out measures outside the military footprint to reduce the impacts on military operations from incompatible community development, including a focus on the impacts of flooding, erosion, and extreme coastal storm events on critical infrastructure that supports Navy operations in Hampton Roads. The study will aim to reduce potential conflicts between military operations and surrounding communities and will consider issues such as development, redevelopment, economic growth, and protecting public health and safety to protect the operational missions of the installations.

Nuisance flooding, storm surge, and coastal erosion caused and increased by sea level rise will affect multiple sectors across jurisdictional lines. This study will assess the impacts of sea level rise and flooding on areas of mutual interest to the military installations and municipal participants. These are areas where decisions made by one party may affect other participants; they include, but are not limited to, shoreline management, land use planning, transportation planning, telecommunications, and utilities. Identification of these areas will be made by the JLUS Policy Committee with assistance from the JLUS Technical Committee. The JLUS planning process, including data collection and analysis, will consider, but not be limited to, the following military mission compatibility factors:

- Land Use
- Water Quality/Quantity
- Existing Infrastructure and Planned Extensions
- Roadway Capacity and other transportation infrastructure
- Communication/Coordination
- Climate Adaptation

- Legislative Initiatives
- Marine Environments

The JLUS will include an Implementation Strategy, with responsible parties, timelines, and multiple prospective program funding sources identified for each strategy, to ensure the recommendations advanced in the JLUS are realized. A rationale or justification will be provided for instances where only a single funding source is identified. The Implementation Strategy will include a list of specific public and private actions for each study participant organized by their scheduled execution date:

- Short-Term (1-3 years)
- Medium-Term (4-10 years)
- Long-Term (11-20 years)

Each listed action will assign responsibility for the task and include an estimate of cost (in current and future values, depending on when the action is intended to be implemented) and multiple prospective sources of funding.

The JLUS planning process will support improved communication and establish formal policies and procedures for military participation and cross-jurisdictional coordination in community development review and planning processes, including proposed climate adaptation projects.

Proposed Study Area

The proposed study area for the Norfolk-Virginia Beach JLUS includes:

- The City of Norfolk
- The City of Virginia Beach north of the City's "Green Line," as defined in the City's adopted Comprehensive Plan¹
- JEB Little Creek-Fort Story
- NAS Oceana, including Dam Neck Annex, but excluding NALF Fentress
- NS Norfolk
- NSA Hampton Roads (Norfolk facilities)

The study area will extend beyond the two cities to account for specific regional networks, such as the regional transportation and other regional infrastructure systems. Specifically, the transportation analysis will include the planning area for the Hampton Roads Transportation Planning Organization, the federally-designated Metropolitan Planning Organization for the region. Analysis of the drinking water and wastewater utility networks will similarly be based on the relevant local and regional networks.

Community Organizational Structure for the Joint Land Use Study

The U.S. Navy installations, Commonwealth of Virginia, and local governments have recognized the need to partner collectively to develop, integrate, recommend, and carry out regional solutions to promote community adaptation and support continued military operations. The HRPDC is serving as the JLUS

¹ The Green Line is the "boundary that separates the more urbanized northern area of the city from the Princess Anne Commons, Transition Area, and Rural Area. The extension of urban services for the purposes of supporting suburban and urban density residential development is not intended south of this line. The extension of sewer and water utilities is not intended south of Indian River Road (Rural Area Line)." (Virginia Beach Comprehensive Plan)

project sponsor and coordinating entity in partnership with the cities of Norfolk and Virginia Beach. The HRPDC is a political subdivision of the Commonwealth of Virginia and the regional planning organization for Southeastern Virginia. Its members include ten independent cities, six counties, and one town with a total population of over 1.7 million residents. The Commonwealth of Virginia enables local governments to come together to form planning district commissions under the Regional Cooperation Act (Code of Virginia Section 15.2, Chapter 42). HRPDC staff will administer and coordinate the Hampton Roads Region – Norfolk and Virginia Beach JLUS.

The HRPDC will establish a JLUS Policy Committee to oversee the study and a JLUS Technical Committee to advise the Policy Committee. The Policy Committee (see table below) shall have representatives from the HRPDC, U.S. Navy, City of Norfolk, and City of Virginia Beach. In addition, representatives from both the Commonwealth of Virginia and the U.S. Army Corps of Engineers will be invited to join the Policy Committee. The Technical Committees shall include representatives from the organizations on the Policy Committee as well as state agencies, the Hampton Roads Sanitation District, the Hampton Roads Transportation Planning Organization, utility providers, academic institutions, and other federal agencies. Other organizations and agencies will be invited to participate as needed. The Technical Committee shall serve as an advisory body to the Policy Committee and will assist with data gathering, technical input, and policy review throughout the study process. Policy Committee meetings and Technical Committee meetings may be open to the public or closed as required. Bylaws and operating procedures for both the Policy Committee and Technical Committee will be adopted at their first meetings.

Policy Committee Composition

The voting members of the JLUS Policy Committee will be representatives of the two participating cities, Norfolk and Virginia Beach. Non-voting members will include the HRPDC Executive Director, regional representatives from the U.S. Navy and Norfolk District, U.S. Army Corps of Engineers, and the Commonwealth of Virginia.

Technical Committee Composition

The Technical Committee will include representatives from the HRPDC, Hampton Roads Transportation Planning Organization, City of Norfolk, City of Virginia Beach, U.S. Navy, and relevant state agencies and utility providers. In addition, the Technical Committee will also include participation by researchers and subject matter experts from Virginia institutions of higher education (such as the College of William and Mary, Hampton University, Old Dominion University, the University of Virginia, the Virginia Institute of Marine Science, Virginia Tech, and others) as appropriate.

Examples of Existing Resources and Documents

- HRPDC – “Climate Change in Hampton Roads: Impacts and Stakeholder Involvement” (2010)
- HRPDC – “Climate Change in Hampton Roads Phase II: Storm Surge Vulnerability and Public Outreach” (2011)
- HRPDC – “Climate Change in Hampton Roads Phase III: Sea Level Rise in Hampton Roads, Virginia” (2012)
- HRPDC – “Coastal Resiliency: Adapting to Climate Change in Hampton Roads” (2013)
- HRPDC – “Hampton Roads Hazard Mitigation Plan” (2016)
- HRPDC – “Land and Water Quality Protection in Hampton Roads Phase I” (2013)
- HRPDC – “Land and Water Quality Protection in Hampton Roads Phase II” (2013)

- HRPDC – “Land and Water Quality Protection in Hampton Roads Phase III” (2014)
- HRTPO – “Hampton Roads Military Transportation Needs Study: Roadways Serving the Military and Sea Level Rise/Storm Surge” (2013)
- Lincoln Institute of Land Policy – “Urban Planning Tools for Climate Change Mitigation” (2009)
- NatureServe – “Tools for Coastal Climate Adaptation Planning” (2013)
- NOAA – “Adapting to Climate Change: A Planning Guide for State Coastal Managers” (2010)
- Norfolk City-Wide Coastal Flooding Mitigation Study and other technical studies
- Norfolk Comprehensive Plan
- Norfolk Resiliency Strategy
- Norfolk Sandia National Labs Critical Infrastructure Study
- ODU - Hampton Roads Sea Level Rise Preparedness and Resilience Intergovernmental Pilot Project Phase 1 Report
- SERDP – “Regional Sea Level Scenarios for Coastal Risk Management” (2016)
- SERDP – “Risk Quantification for Sustaining Coastal Military Installation Assets and Mission Capabilities” (2014)
- Southside Hampton Roads Hazard Mitigation Plan
- VIMS Recurrent Flooding Study for Tidewater Virginia
- Virginia Beach Comprehensive Plan
- Virginia Beach Comprehensive Sea Level Rise and Recurrent Flooding Response Plan
- Virginia Beach Master Drainage Study

JLUS Work Plan

Phase 1: Preparation (Months 1 – 3)

Phase 1 will include the final organization of the JLUS Policy Committee and Technical Committee, including adoption of bylaws and identification of all parties to include in the process. This phase will also include final decisions to identify the study area, in concert with the U.S. Navy and OEA. The HRPDC and the Policy Committee will finalize and issue a Request for Proposals for consultant services, select a consultant, and finalize the detailed work plan and public engagement strategy for the project. Once the work plan and engagement strategy are finalized, the first public meeting will be held.

Phase 2: Information Gathering and Assessment (Months 4 – 8)

Phase 2 will include efforts by the consultant to gather all necessary information and data to complete the project. Meetings will be held with each local government and Navy installation to brief staff and decision-makers on the project, identify existing resources, and identify key issues for the study to address. Reports and GIS data relevant to the project will be collected from the participating local governments and other state and federal agencies. During this phase the consultant and HRPDC staff will develop a process through which installations, local governments, state agencies, and federal agencies can share GIS data and layers.

Phase 3: Analysis (Months 9 – 13)

Phase 3 will focus on analyzing data and information gathered during Phase 2 to identify areas and conditions of mutual interest to the participating local governments and Navy installations, including areas currently vulnerable to recurrent flooding and projected to be vulnerable to recurrent flooding in

the future. Once initial findings, including maps and other products, are completed, the consultant and HRPDC staff will meet with localities and installations to review and amend findings as necessary before presenting them to the Technical Committee.

Phase 4: Development of Recommendations and Strategies (Months 14 – 18)

Phase 4 will focus on the development of recommendations and implementation strategies to mitigate or eliminate the impacts of recurrent flooding in those areas identified as being of mutual concern to the participating localities and Navy installations. The phase will also include the identification and development of tools and methods to help maintain collaboration between the localities, Commonwealth, and Navy installations in the future. Once the recommendations are developed they will be presented to the Technical and Policy Committees for review. The second public meeting will then be held to solicit public input on the recommendations.

Phase 5: Plan Completion and Adoption (Months 19 – 21)

Phase 5 will include the development of the final findings, strategies, and recommendations for the Joint Land Use Strategy and the development of an implementation strategy and monitoring plan for carrying out the recommendations. The draft plan and implementation strategy will be presented to the Policy and Technical Committees for review before being released for public comment. A third public meeting will be held to provide the public with an opportunity to comment on the recommendations and findings. Once the public comment process is complete, any comments received will be incorporated into the plan as appropriate to create the final plan. The final documents will be presented to the Policy and Technical Committees for review and final approval. Once approved by the Policy Committee, the final plan will be presented to the local jurisdictions and HRPDC for formal adoption.

Coordination on Sea Level Rise

The participating organizations in this JLUS will also coordinate activities with the three other proposed JLUS and base redevelopment projects in the region on addressing sea level rise. Sea level rise, recurrent flooding and increased storm surge, continue to adversely affect the coastal areas in the Hampton Roads region, including military installations and facilities. Adapting to sea level rise and reducing the impacts on infrastructure, real property, and natural resources will require a range of approaches and solutions in each affected coastal community.

Three JLUS projects, and one military base redevelopment project, are underway in the region to include Hampton Roads Region - Norfolk and Virginia Beach (JLUS); Hampton Roads Region - Portsmouth and Chesapeake (JLUS); Joint Base Langley-Eustis (JLUS); and Fort Monroe Authority, all requiring a common approach to projecting sea level rise and modeling the potential impacts. A shared, regional approach to collaborative planning and implementation of adaptation measures is required. Therefore, to the extent practicable, the Hampton Roads Planning District Commission, participating localities, Commonwealth of Virginia, Military Departments, and other government entities, including the Norfolk District, U.S. Army Corps of Engineers, intend to work together across the region to identify common data sources and adopt and incorporate consistent scenarios and methodologies for modeling sea level rise, flooding, and storm surge.

ATTACHMENT 3

SCOPE OF WORK

Request for Proposal No. PDC-RFP-2017-02
MULTIDISCIPLINARY PLANNING SERVICES FOR
HAMPTON ROADS REGION – NORFOLK AND VIRGINIA BEACH
JOINT LAND USE STUDY

The selected Offeror shall provide the Hampton Roads Planning District Commission (HRPDC) with multidisciplinary planning services to support the Hampton Roads Region – Norfolk and Virginia Beach Joint Land Use Study (JLUS). It is anticipated that executing the proposed scope of work will benefit from a multidisciplinary approach that uses a broad range of technical and other skills, including but not limited to urban planning, regional planning, urban design, civil engineering, architecture, landscape architecture, hydrology, green infrastructure planning and design, and geospatial analysis.

The selected Offeror's Basic Services consist of HRPDC-selected tasks described below. The JLUS Policy Committee or the Technical Committee will provide general direction and consideration of the described Tasks within the budget constraints of the Contract. Potential tasks are described below. A detailed Scope of Services and Work Plan will be developed as part of the contract negotiation.

Expenses and hourly labor rates will be invoiced in accordance with rates negotiated for the Contract. Task budget estimates will be prepared as part of the contract negotiation, including estimated total man hours per task to identify the level of effort and the amount budgeted per task.

SCOPE OF WORK

The following activities are to be conducted under the direction of the HRPDC project manager:

Project Administration and Management

- Prepare handout materials, maps, presentations, and any other items to accomplish the study objectives.
- Provide written monthly status reports that detail work in progress, work accomplished, and funds expended. Progress reports are due the 15th of the month following the reporting period for HRPDC staff review and distribution to study participants.
- Provide written work products and verbal JLUS policy and technical committee briefings at the conclusion of each major phase of the study.
- If necessary, update the Scope of Work and JLUS milestone completion dates.

Committee Support

- Attend all JLUS Policy and Technical Committee meetings.
- Prepare written materials for Committee briefings as directed by the HRPDC project manager

Stakeholder and Public Involvement

- Prepare a public engagement strategy that covers key phases during the JLUS planning process, including identification of key stakeholders, schedule, and methods of communication to

provide information to elected officials, project stakeholders, targeted interested groups, media, and the general public

- Maintain a contact list, throughout the study process, to mail/e-mail project information materials to interested parties
- Support logistics for installation tours as appropriate
- Assist with relationship building and outreach to local, state, and federal public officials
- Brief groups and organizations as needed
- Organize and carry out three (3) public meetings throughout the JLUS process. Responsibilities will include:
 - a. Scheduling appropriate meeting locations, dates, and times
 - b. Public notification of meetings to citizens, businesses, elected officials, and other interested parties
 - c. Preparation of press releases and media kits
 - d. Arranging for special accommodations to ensure compliance with the Americans with Disabilities Act and/or non-English speaking participants, as necessary
 - e. Presentation of study findings and solicitation of public comments and feedback
 - f. Preparation of agendas, handouts, and other materials to effectively inform the public about the study and solicit their comments
 - g. Maintain a record of all public comments received and provide written summaries or minutes of meetings

Data Collection, Inventory, and Mapping

- Collect relevant data and information from participating installations, jurisdictions, and other sources to conduct GIS and policy analysis. Existing data layers, including those from local, state, and federal government entities, should be acquired before creating new layers. Examples of data and information to be collected include, but are not limited to:
 - a. GIS data layers
 - b. Population forecasts
 - c. Local, state, and federal regulations and policies related to:
 - A. community development
 - B. off-shore resource development and uses
 - C. siting of on-shore energy facilities and infrastructure
- Development and publication of relevant maps, as determined by the Technical and Policy Committees

Survey and Interview of Key Stakeholders

- Work with Technical Committee to identify key stakeholders
- Schedule and interview key stakeholders from:
 - a. Participating localities (staff and elected officials)
 - b. State government (agency staff and elected officials)
 - c. Relevant agency/institution management and key staff
 - d. Military installations
- Compile interview results to identify opportunities and constraints

Analysis

- Conduct GIS analysis to identify:

- a. networks and areas of current interdependence between communities and facilities and level of interdependence
- b. networks and areas of future interdependence between communities and facilities and projected level of interdependence
- c. areas of interdependence that are currently vulnerable to recurrent flooding
- d. areas of interdependence that will be vulnerable to recurrent flooding in the future
- e. current land uses incompatible with established military missions at the participating installations
- f. planned land uses potentially incompatible with established or future military missions at the participating installations
- Schedule and interview key stakeholders to identify additional conflicts and compatibility issues, including:
 - a. participating local government staff and elected officials
 - b. State government staff and elected officials
 - c. Agency/Institution management and key staff
 - d. Military Department personnel
- Compile interview results to refine conflict and compatibility analysis
- Map analysis results
- Prepare and public maps and findings for publication

Strategy Development

- Develop strategies for addressing existing and potential future incompatibilities between land uses in the participating cities and military missions at the participating installations
- Develop adaptation strategies for areas and networks currently vulnerable to recurrent flooding or projected to be vulnerable to recurrent flooding in the future
- Schedule and interview key stakeholders to discuss potential strategies and possible secondary benefits or priorities, including:
 - a. local government staff and elected officials
 - b. State government staff and elected officials
 - c. Agency/Institution management
 - d. Military Department personnel
- Compile interview results to refine adaptation strategies and opportunities
- Identify or develop model planning tools and techniques and examples of potential mitigation projects to guide land use and adaptation planning between jurisdictions and levels of government to protect and preserve military readiness and defense capabilities
- Identify or develop model regulations and policies to address recurrent flooding – local, State and Federal
- Identify potential funding sources for addressing recurrent flooding collectively

Preparation of Study Report

- Compile adaptation strategies
- Develop short-, mid-, and long-term priorities
- Develop an appropriate implementation strategy to carry out the JLUS recommendations, including responsible parties, timelines, estimated costs, and appropriate financing mechanisms to carry out the recommendations.

- Develop a monitoring plan and recommend an organizational structure and process that promotes JLUS participants to continue working together on compatibility and viability issues beyond completion of the JLUS project.
- Develop metrics for measuring plan effectiveness
- Compile responses to Draft Plan and update as required
- Develop final plan and implementation strategy

Website

- Develop a web page to serve as the online location of information related to the JLUS
- Coordinate website updates with the HRPDC project manager, including:
 - a) Publication updates
 - b) Meeting calendar (Policy Committee and Technical Committee)
 - c) Temporary FTP content

Promotional/Informational Activities

- Prepare and/or make presentations at professional conferences
- Prepare and make presentations to participating localities, installations, and other stakeholders as appropriate and as directed by the HRPDC project manager
- Develop infographics and presentation material based on technical data and information collected
- Respond to questions from participating localities, installations, and other stakeholders as appropriate and as directed by the HRPDC project manager
- Prepare a Project Overview document (four-page maximum) to post on public websites and make available for public distribution. The project overview shall include
 - A description of military operations at the participating installations
 - A graphic display of the study area and military operations footprint
 - A description of the community organization structure and participants for the JLUS process and implementation
 - A summary of compatible use issues
 - A list of primary JLUS recommendation highlights

Printing

- Coordinate printing company duplication services, as approved by the HRPDC project manager, for the documents listed below. The HRPDC project manager will provide the number of copies of each document to be ordered from the printing company.
 - Draft JLUS Plan
 - Final JLUS Plan
 - Project Overview document
 - Other materials as needed for committee and public meetings

Expenses

Normal and customary expenses such as mileage to meetings are allowed. The estimated costs for printing documents listed above are to be identified as anticipated expenses in the Task Order budget estimate.

Data and Deliverables

Expected deliverables for this project include:

- Printed and electronic versions of the draft and final public participation engagement plan
- GIS data and maps: electronic master files, one color poster-size map and smaller color maps depicting the study area and relevant data
- Printed and electronic versions of the draft and final Joint Land Use Study documents
- Printed and electronic versions of the Implementation Strategy to carry out JLUS recommendations
- Printed and electronic versions of an executive summary for the study that may be distributed as a stand-alone document
- Fold-out poster or handout that summarizes report findings and/or recommendations for community education and awareness

All data layers, infographics, or other materials generated or created for this project and all deliverables will be property of the Hampton Roads Planning District Commission.

Disclaimer

A disclaimer statement will appear on the title page of the Joint Land Use Study, or any other OEA-funded deliverable. It will read:

“This study was prepared under contract with the Hampton Roads Planning District Commission (HRPDC), with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the HRPDC and does not necessarily reflect the views of the Office of Economic Adjustment.”