



Request for Proposal

Roanoke Valley Collective Response

Blueprint for Action FY25 Update

Date of Issue: 07/29/2024

Due Date: 08/9/2024

Direct all inquiries regarding this RFP to: Elizabeth Elmore, Public Engagement Manager
Roanoke Valley-Alleghany Regional Commission | eelmore@rvarc.org | 540-343-4417

Welcome

The Roanoke Valley-Alleghany Regional Commission (RVARC) is issuing this Request for Proposal (RFP) to solicit proposals for an update to the *2020 Blueprint for Action*, the region’s strategic plan for addressing the opioid and addiction epidemic in Roanoke Valley-Alleghany Communities.

The Regional Commission provides planning, community development, and technical support to Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; the Cities of Covington, Roanoke, and Salem; and the Towns of Clifton Forge, Rocky Mount, and Vinton.

Table of Contents:

Welcome	1
I. Purpose	2
II. Background	2
III. Scope of Services.....	3
IV. Procurement Schedule	6
V. Contract Term	6
VII. Evaluation Criteria	6
VI. Proposal Submission Requirements	6
Attachment A: Required General Terms and Conditions	10
Attachment B: Special Terms and Conditions.....	14
Attachment C: State Corporation Commission Form ...	19

I. Purpose

The [Roanoke Valley Collective Response](#), a program of the Roanoke Valley-Alleghany Regional Commission, is seeking proposals from qualified firms to complete a substantial update and expansion of the [Blueprint for Action](#), the regional, data-driven action plan that identifies needs and establishes priorities for addressing the crisis of addiction in the Roanoke Valley-Alleghany region.

II. Background

In 2018, the Roanoke Valley Collective Response (RVCR) convened as an all-volunteer group of healthcare professionals, law enforcement officers, non-profit leaders, elected officials, and concerned citizens to consider and address the growing crisis of addiction in the Roanoke Valley. A number of projects came out of that convening, including the development and release of the *Blueprint for Action*, a sort of strategic plan for tackling the addiction crisis and building a recovery ecosystem in the greater Roanoke region. The plan was released in 2020, at the beginning of what we would later learn to be the COVID-19 pandemic and included strategies and outcomes to be addressed in a three-year time horizon. The plan was developed internally by volunteer members of the RVCR, structured around several topic-focused workgroups who developed content and recommendations independently. These were then aggregated and synthesized into the final report. These workgroups continue to exist within the larger structure of the Stakeholder group, continuing work in analyzing and providing updates to the broader Collective via stakeholder meetings and other communications.

In 2021, the RVCR became a formal, staffed program under the Roanoke Valley-Alleghany Regional Commission with ARPA funding provided by the City of Roanoke. RVCR staff and activities grew in 2022 with the acquisition of a Substance Abuse and Mental Health Services Administration (SAMHSA) grant supporting the creation and support of a Peer Recovery Specialist network, and in 2023 the creation of the Virginia Opioid Abatement Authority (VOAA) resulted in a grant award to further support operations of the RVCR for the next four years.

As a result of these changes and growth, several things became clear. With the rise of fentanyl and other substances, the addiction crisis had grown more dire. New and expanded programs created new opportunities for service provision but also highlighted new and growing gaps in needs. Roanoke's homeless population, highly associated with the rise of Substance Use Disorder (SUD) grew. Changes in leadership and staffing partner organizations changed, resulting in a reduction in the number and diversity of organizations represented at RVCR stakeholder meetings. Finally, with the homing of the RVCR at the Regional Commission, the program's geographical boundaries expanded to include localities not considered in the first *Blueprint*.

RFP: RVRC Blueprint for Action Update

All of this points to a significant change in underlying conditions in the region requiring a significant review, scope expansion, and update of the *Blueprint*. In addition to serving as a critical document in increasing awareness and driving policy, the *Blueprint* also serves a role in prioritizing funding opportunities under the VOAA. By identifying and ranking need areas and potential impacts from program expansion or development, the *Blueprint* can help local and state decision-makers make the best use of their opioid settlement funds.

Operationally, the RVCR is broken down into three groups:

- Staff employed by the Roanoke Valley-Alleghany Regional Commission, who provide support services, analysis, grant writing technical support, coordination and communication, and other key services to the broader group.
- The Collective's Advisory Committee (CAC), a formal committee of the RVARC that provides recommendations, guidance, communication, and technical assistance to staff. The CAC also develop, with RVARC staff, a Project Agreement spelling out the planned activities for the RVCR over the coming year.
- The Stakeholder group, a broad, fluid group of 300+ members representing individuals and organizations interested in and doing the work of the Collective Response. The Stakeholder group is further broken down into individual, topic-focused workgroups around issues like Housing, Workforce, Prevention, and more.

The mission of the Roanoke Valley Collective response is:

To re-chart the course of substance abuse disorder in our community – not only preventing, but ensuring that there are always pathways to healthy and sustainable living for those affected by addiction

III. Scope of Services

The mission of the Roanoke Valley Collective response is:

To re-chart the course of substance abuse disorder in our community – not only preventing, but ensuring that there are always pathways to healthy and sustainable living for those affected by addiction

The project seeks a full review, scope expansion, and update of the *Blueprint for Action*, the guiding document for those working in the SUD space in the region to achieve the above mission. The update should include reviewing and describing the current state of the addiction crisis in the Regional Commission's service area, providing data-driven forecasts of appropriate trends where possible, identifying gaps in needs, and making recommendations to address those gaps. This should be a strategic plan guiding the activities of the RVCR over the next 3 to 5 years, with recommended activities in place to review and update the plan on regular

RFP: RVRC Blueprint for Action Update

intervals during this period. We expect the plan to model, as much as is practicable, the other long-range plans the RVARC undertakes such as our Long Range Transportation Plan, Comprehensive Economic Development Strategy, Comprehensive Housing Plans, and others.

Primary Audience

The primary audience of the study will be RVCR and Regional Commission staff, the Regional Commission board, the members of the Collective's Advisory Committee, and local government staff and leaders who may be making funding recommendations to support organizations or programs working to address addiction in our service area. The study should provide sufficient data, analysis, and recommendations to inform a largely technical audience of public servants. Additional components of the study, such as the executive summary, brochures, web copy, etc. can be considered to inform a general public audience.

Geographic Scope

The original study had a geographic scope of the Roanoke MSA, including the counties of Botetourt, Craig, Franklin, and Roanoke; and the cities of Roanoke and Salem.

The new study should take into consideration all localities within the Regional Commission's service area: the counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; the cities of Covington, Roanoke, and Salem; and the towns of Clifton Forge, Rocky Mount, and Vinton.

To the extent possible, data analysis and recommendations that point to how best to engage the communities in the new, expanded footprint of the RVCR should be included. Further, recommendations for potential re-branding so the name of the program better represents its geographic scope should be included.

Existing Studies/Documents

Where possible, the study should incorporate the findings of the following studies and documents:

- [*Blueprint for Action: A Community Driven Plan to Abate the Opioid and Addiction Crisis in the Roanoke Valley*](#)
- [*Building on Hope: A Report of the Impact of COVID-19 on Addiction and Recovery in the Roanoke Valley*](#)

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- Regional Asset Mapping Project: This is an effort being undertaken by Virginia Tech's Institute for Policy and Governance, with an expected completion date of August 2024
- Roanoke Valley Collective Response Organizational Assessment: This is a report currently under development by Mary Beth Dunkenberger of Virginia Tech
- [A Guide to SAMHSA's Strategic Prevention Framework](#): A major activity undertaken by the RVCR is the development and support of a Peer Recovery Network funded by a grant from the Substance Abuse and Mental Health Services Administration (SAMHSA). The linked document provides guidance for assuring strategic plans are in alignment with SAMHSA's requirements.

Original Blueprint Assessment

To the extent possible, the study should include an assessment of the impact of the original 2020 *Blueprint*, including specific measurable outcomes of the work of the RVCR to date.

Further, an assessment of the existing Workgroup structure should be conducted, and recommendations for changes, if any, to meet the current need should be provided.

Organizational Capacity and Alignment

The Roanoke Valley Collective Response is a multi-agency effort based on a collective impact model, but it is also a staffed program within the Regional Commission, which serves as its backbone agency. When the original *Blueprint for Action* was drafted, no such staffed program existed. To the extent possible, the updated plan should also provide strategic direction for the program itself so that the organization is in the best position to meet the goals of the updated *Blueprint*.

Required Deliverables

The final project should include:

- Final report and executive summary.
- One or more graphic logic models consistent with the [requirement of SAMHSA's guidance on strategic planning](#) found on Page 17 of the linked document.
- Brochure or other summary collateral highlighting key findings of the report.
- Social media posts and other digital media collateral to communicate critical findings in the report.

MEMBER GOVERNMENTS: Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; Cities of Covington, Roanoke, and Salem; Towns of Clifton Forge, Rocky Mount, and Vinton. www.rvarc.org

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- Slide deck to be used by RVCR staff to present findings.
- Press materials such as draft press releases, talking points, etc.

IV. Procurement Schedule

The Regional Commission expects to hold to the following procurement schedule:

- Issue Date of RFP July 29, 2024
- Deadline for receipt of questions August 2, 2024
- Deadline for receipt of Proposals August 9, 2024
- Negotiations Week of August 19th, 2024 (subject to change)
- Proposed Contract Award August 23rd, 2024 (subject to change)

V. Contract Term

The contract term shall be for the development and delivery of the final report and secondary collateral, within a timeline agreed upon the awardee and the Roanoke Valley-Alleghany Regional Commission.

VII. Evaluation Criteria

Proposals will be evaluated using the following scoring criteria:

- Expressed understanding of the nature and severity of the opioid epidemic in the Roanoke region. (10 points)
- Ability to meet all requirements laid out in this RFP. (45 points)
- Experience and qualifications of the firms and personnel. (25 points)
- Narrative describing staff with and/or experience of lived experience with SUD. (5 points)
- Price (15 points)

VI. Proposal Submission Requirements

The Offeror (“Offeror”) is the firm submitting the proposal. In order to be considered for selection, Offerors must submit a complete sealed written response to this RFP. One original of each proposal and five copies, each of which are marked “Copy,” must be submitted to RVARC in addition to one electronic version on a flash drive. Proprietary information must be clearly marked as proprietary prior to submittal. If the Offeror wishes to submit a version of the proposal that has proprietary information redacted, the redacted version must be submitted in

RFP: RVRC Blueprint for Action Update

electronic format on a flash drive and must redact all proprietary information. Section numbers which are redacted must be identified as follows: Example: Section 3, paragraph B: "Redacted." The Offeror is responsible for ensuring that the redacted version of the proposal is carefully edited, altered, and refined in order to protect and maintain complete confidentiality of protected information.

No other distribution of the written proposal shall be made by the Offeror.

The signed proposal must be returned in an envelope or package, sealed and identified with the name of the offeror, the submission date and time, the address of the offeror, and address as:

RVRC Blueprint for Action Update
RFP Title
Attn: Elizabeth Elmore, Public Engagement Manager

Proposals must be received at the following location by August 9, 2024 at 4:00p.m

Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue SW
Roanoke, VA 24016

Written Proposal Preparation: Partnerships with other firms/vendors are acceptable and encouraged. 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 RVARC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by RVARC at its discretion. Proposals must be organized in the order in which the requirements are presented in the RFP. All pages of the proposal must be numbered. Each section in the proposal must reference the corresponding need cited in the RFP. The proposal must contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP must 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.

Proposals should be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal must be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. No proposal, in its entirety, should exceed 100 pages one-sided.

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RFP: RVRC Blueprint for Action Update

Specific Proposal Requirements: Proposals must be as thorough and detailed as possible so that RVARC may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete. Proposals shall be binding upon the Offeror for 120 days following the proposal due date. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Every effort will be made by RVARC to provide status information during the selection process.

State Corporation Commission (SCC) Identification Number: See Attachment A - Special Terms and Conditions for the SCC Identification Number reporting requirement.

Tab 1, Study Requirements: The Offeror must provide a detailed description of their ability to address the needs of the product as described in the Scope of Work, including examples of any previous work they have done on similar studies.

Tab 2, Staff Experience and Qualifications: The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Scope of Work. The key personnel who will be assigned to this project and tasks they will perform. The Offeror shall provide all of the following information concerning its company, subcontractor and personnel qualifications.

- A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.
- B. A list of the key personnel including subcontractors who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.
- C. A list of references to include name, address, telephone number, email address, project, and dollar amount of project.
- D. A Certificate of Insurance with at least the minimum amount of coverage cited in the Insurance clause in Attachment B - Required General Terms and Conditions of the RFP.

Tab 3, Contact Person

The primary Offeror must identify the name, telephone number and email address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and subcontractors involved in the proposal.

Tab 4, Pricing

Offerors shall provide separate pricing for each of the following: Existing site analysis, stakeholder engagement, website redesign including any third-part software applications needed to build or support the site, update of "satellite" websites, ongoing maintenance

RFP: RVRC Blueprint for Action Update

support if available. Pricing shall include details of what services and functions, updates, maintenance, etc. are included in the pricing or the price of each, if priced separately.

Tab 6, Timeline

Offerors shall provide a detailed timeline of the set up and installation of the system and any other pertinent tasks to be completed.

Attachment A: Required General Terms and Conditions

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

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

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

C. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not

RFP: RVRC Blueprint for Action Update

offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000: By entering into a written contract with RVARC, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the nondebarred vendor will be debarred for the same time period as the debarred vendor.

F. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to RVARC 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 RVARC under said contract.

G. MANDATORY USE OF FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:

1. (For Invitation For Bids): Failure to submit a bid on the official form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the RVARC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the RVARC may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals): Failure to submit a proposal on the official state 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, RVARC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

RFP: RVRC Blueprint for Action Update

H. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of RVARC.

J. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, RVARC, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RVARC may have.

K. TAXES: Sales to RVARC are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

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

M. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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

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individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

N. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the RVARC shall be bound hereunder only to the extent that funding is available or may hereafter become legally available for the purpose of this contract.

O. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

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

Attachment B: Special Terms and Conditions

1. CHANGES TO THE RATES ON THE PRICE SCHEDULE: Rates may be revised by mutual agreement of the Roanoke Valley-Alleghany Regional Commission (RVARC) and the Offeror 60 days prior to the renewal periods starting date. If RVARC elects to exercise the option to revise rates for the three one-year renewal periods the contract prices for the increase shall not exceed the contract prices stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available. The Offeror shall convey in writing its request to raise/lower prices to RVARC no later than 60 days prior to the renewal periods starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion in its decision to allow price increases.

2. RENEWAL OF CONTRACT: This contract may be renewed upon written agreement of both parties for two successive one-year periods, under the terms of the current contract, at approximately 60 days prior to the expiration.

3. CANCELLATION OF CONTRACT: RVARC 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. After the initial two year contract period, the resulting contract may be terminated by either party, without penalty, upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

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

5. KEY PERSONNEL/SUBCONTRACTOR: People identified in terms of this RFP as “key personnel” who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the Offeror unless removed from work on the contract with the consent of RVARC.

RVARC reserves the right to approve any personnel or subcontractor proposed for the work described in this RFP and/or any subsequent purchase order resulting from this RFP. RVARC will provide written justification to the Offeror when approval is not granted. RVARC will provide the Offeror with copies of all written approvals.

6. PRIME OFFEROR RESPONSIBILITIES FOR SUBCONTRACTS: No portion of the

RFP: RVRC Blueprint for Action Update

work shall be subcontracted with a subcontractor not already included on the contract without a prior request from the Offeror and written consent of the RVARC Procurement Manager. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the Procurement Manager and Program Manager with the names, qualifications and experience of their proposed subcontractors. The Offeror shall, however, remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.

7. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: The Offeror must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by RVARC.

8. CLAIMS: The Offeror shall be responsible for all damage and expense to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Offeror shall defend and hold harmless the Commonwealth of Virginia, RVARC, its officers, agents, employees and any other authorized users from and against any and all damages, claims, suits, judgments, expenses, actions, and costs of every name and description caused by any negligent act or omission in the performance by the Offeror, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, of the services under this Agreement.

9. CONTRACTUAL CLAIMS AND DISPUTES: Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the Code of Virginia. Claims shall be submitted to the Director of RVARC who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the CFO of RVARC who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

10. ADVERTISEMENT: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DRPT or RVARC will be used in product literature. The Offeror shall not state in any of its advertising or product literature that DRPT or RVARC has purchased or uses any of its products or services, and the Offeror shall not include DRPT or RVARC in any client list in advertising and promotional materials.

11. INTELLECTUAL PROPERTY RIGHTS: RVARC shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property includes all inventions subject to the United States (U.S.) Patent System. This shall be inclusive but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U.S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases.

MEMBER GOVERNMENTS: Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; Cities of Covington, Roanoke, and Salem; Towns of Clifton Forge, Rocky Mount, and Vinton. www.rvarc.org

RFP: RVRC Blueprint for Action Update

Furthermore, RVARC shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals shall recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality. All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to RVARC. Neither RVARC, nor the Offeror intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a “joint work” under the copyright laws. In the case that either in whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then Offeror agrees to assign and does hereby irrevocably assign its copyright interest therein to RVARC. RVARC may reasonably request documents required for the purpose of acknowledging or implementing such assignment. The Offeror warrants that no individual, other than regular employees and subcontractors of the Offeror, RVARC regular employees, agents, or assigns or additional users, while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to RVARC either directly or through the Offeror. RVARC shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Offeror shall not patent any invention conceived in the course of performing this contract. The Offeror hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by RVARC, the remedies of the Offeror shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by RVARC shall have the effect of rescinding the provisions of this section. RVARC is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Offeror for which RVARC has fully paid the Offeror as the contract is completed or as the contract is terminated for any reason. Copyright or pre-existing work of the Offeror shall remain the property of the Offeror. The Offeror grants to RVARC a perpetual, royalty-free, irrevocable, worldwide, nonexclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to RVARC pursuant to this section. Notwithstanding anything herein to the contrary, RVARC acknowledges that as part of the Offeror’s provision of services hereunder, the Offeror may license third-party software or acquire proprietary works of authorship (collectively referred to as “products”), which have been developed by third parties. RVARC must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the Offeror and RVARC agrees that these products will remain the sole property of the third party. The Offeror shall grant RVARC license to use all software developed by the Offeror under this contract in other applications within Virginia as RVARC sees fit. Should the Offeror desire to reuse software developed under this contract for other projects (both RVARC contracts and others), RVARC must be notified in writing 60 days prior to such use. Furthermore, RVARC shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to RVARC releasing software rights. Typically, RVARC prefers increased software capabilities and/or functionality instead of monetary compensation.

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12. PATENT RIGHTS: If any invention, improvement or discovery of the Offeror or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Offeror shall immediately notify RVARC and provide a detailed report. The rights and responsibilities of the Offeror, its subcontractors, and RVARC with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

13. PROTECTION OF PERSONS AND PROPERTY:

- A. The Offeror expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Offeror's operation in connection with the work.
- B. The Offeror shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- C. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- D. The Offeror shall continuously maintain adequate protection of all work from damage and shall protect the owner's property from injury or loss arising in connection with this contract.
- E. The Offeror should make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. The Offeror shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Offeror shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authorities, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- F. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Offeror, without special instruction or authorization from the owner, shall act, at its discretion, to prevent such threatened loss or injury. Also, should the Offeror, to prevent threatened loss or injury, be instructed or authorized to act by the owner, the Offeror shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Offeror on account of any emergency work shall be determined as provided by Attachment A – Required General Terms and Conditions.

14. MANNER OF CONDUCTING WORK AT JOB SITE: All work shall be performed according to the industry standards and to the complete satisfaction of RVARC.

- A. The Offeror shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of RVARC.
- B. Sexual harassment of any employee, RVARC or Offeror, will not be tolerated and is to be reported immediately to the RVARC Executive Director. All work to be conducted by the

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Offeror in any facility shall be coordinated in advance with the RVARC Project Manager. If applicable, the Offeror shall coordinate his/her work efforts with other existing Offeror/agency work efforts through the RVARC Program Manager. All Offeror work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M., unless otherwise approved by the RVARC Project Manager.

15. POLICY OF EQUAL EMPLOYMENT: RVARC is an equal opportunity/affirmative action employer. RVARC encourages all vendors to establish and maintain a policy to ensure equal opportunity employment.

16. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §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 Attachment I – SCC Form. Offeror agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation Attachment I - SCC Form) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of 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.

Attachment C: State Corporation Commission Form

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The Offeror:

Is a corporation or other business entity with the following SCC identification number:

_____ -OR

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust business trust -OR is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) -OR

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1- 757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

[] Check this box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. The Commonwealth reserves the right to determine in its sole discretion whether to allow such a waiver.