



Request for Quote

Roanoke Valley-Alleghany Regional Commission and Franklin County Microtransit Feasibility Study

Date of Reissue: **Thursday, September 4th, 2025**

Due Date: **Tuesday, September 30th, 2025**

Direct all inquiries regarding this RFQ to: Alison Stinnette
astinnette@rvarc.org
540-343-4417 x. 311

Welcome

The RFQ has been developed and shared with the Department of Rail and Passenger Transportation's (DRPT) bench consultants to request quote proposals to develop a microtransit feasibility study utilizing DRPT's Technical Assistance grant program.

Table of Contents:

- Welcome 1
- I. Purpose 2
- II. Background 2
- III. Scope of Services..... 2
- IV. Additional Information 5
- V. Procurement Schedule 7
- VI. Contract Term 7
- VII. Evaluation Criteria 7
- VIII. Project Budget 7
- IX. Proposal/Quote Submission Requirements..... 7
- Attachment A: Required General Terms and Conditions 11
- Attachment B: Special Terms and Conditions..... 15
- Attachment C: State Corporation Commission Form ... 20

I. Purpose

The development of a Microtransit Feasibility Study is to be conducted to determine the best service or operational model for the community. The focus is on identifying opportunities, gauging demand, and simulating service models for future implementation, in collaboration with stakeholders.

II. Background

The Roanoke Valley-Alleghany Regional Commission is a Planning District Commission in the western portion of Virginia, consisting of 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. As one of Virginia's Planning District Commissions, RVARC provides a space for collaboration at both the local and state levels. RVARC provides grant application assistance, management services for program implementation, and land use planning services and mapping for member governments. Additionally, RVARC plays a role in transportation planning for the region, staffing the Roanoke Valley Area Transportation Planning Organization and doing transportation demand management work.

Franklin County is a member of both the RVARC and the West Piedmont Planning District Commission. Data is available showing the commuting needs between the urban core of Roanoke and Franklin County, and vice versa. Franklin County has been working to connect communities and aims to eventually be part of the Roanoke Valley Transportation Planning Organization (RVTPPO). The County identified transportation needs in its most recent Comprehensive Plan, which remains its top priority for improvement. The study will also examine multimodal connectivity to existing services within the central core of Roanoke, which will benefit Roanoke residents who need to travel to Franklin County.

There is an existing service operated by RADAR – UHSTS, Ferrum/College Express, that serves portions of Franklin County, including the Town of Ferrum, Rocky Mount, and Boones Mill, on Thursdays, Fridays, and Saturdays. The service traverses through the Town of Ferrum and Rocky Mount on Thursday and Friday and extends to downtown Roanoke on Saturdays. The service is mainly catered to Ferrum College students and is free to the public. Ferrum College pays for the local match and advertises the service, but has experienced a low level of ridership. There is potential to improve this service or replace this service as part of this effort.

III. Scope of Services

Key objectives include (these tasks will turn into the Task Orders during the contract period):

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1. Establishing Clear Objectives for Microtransit Implementation

The primary goals for introducing on-demand microtransit services in Franklin County include:

- **Replacing Underperforming Fixed-Route Services:** Transitioning from traditional fixed-route transit options to more flexible, demand-responsive services where appropriate, especially in areas with low ridership or limited coverage.
- **Enhancing Connectivity:** Providing reliable first-mile/last-mile solutions that link residents to existing transit infrastructure, such as regional bus routes or park-and-ride facilities, thereby improving overall system accessibility.

2. Data-Driven Demand Analysis

To ensure the feasibility and sustainability of microtransit services, a thorough analysis of existing transportation data is essential. This includes:

- **Evaluating Current Ridership Trends:** Reviewing transit usage patterns to identify peak times, popular routes, and areas with declining or stagnant ridership.
- **Identifying Service Gaps:** Mapping underserved or unserved communities within the county to determine where microtransit could fill critical mobility voids.
- **Assessing Microtransit Propensity:** Using demographic, geographic, and behavioral data to estimate the likelihood of adoption and usage of microtransit services in various zones.

3. Designing Tailored Service Models

Developing service models that align with Franklin County's unique needs involves:

- **Exploring Funding Mechanisms:** Identifying and pursuing grants or subsidies for vehicle procurement, driver wages, and software platforms (e.g., SaaS for scheduling and dispatch).
- **Turn-Key Implementation Options:** Considering vendor-provided solutions that offer bundled services including vehicles, technology, and operations management.
- **Reviewing Innovative Mobility Solutions:** Investigating models such as Transportation as a Service (TaaS), which integrate multiple modes of transport into a unified, user-friendly platform.

4. Stakeholder Engagement and Public Outreach

Community involvement is critical to the success of microtransit initiatives. Key activities include:

- Survey Development and Analysis: *Assisting* in the creation and interpretation of two targeted surveys—one for the general public and one for key stakeholders—to gather insights on transportation needs and preferences.
- Incorporating Feedback: Ensuring that input from residents, local businesses, and community organizations is reflected in service design and planning decisions.

5. Investment Planning and Resource Allocation

A comprehensive outline of financial and operational requirements will support informed decision-making:

- Cost Estimation: Detailing both initial capital investments and ongoing operational expenses, including vehicle acquisition, maintenance, staffing, and technology.
- Fleet and Staffing Needs: Determining the appropriate number and type of vehicles, as well as staffing levels required for service delivery and administration.
- Service Zone Definition and Fare Structure: Establishing geographic boundaries for service coverage and recommending equitable fare policies.
- Funding Eligibility: Identifying potential funding sources such as the Virginia Department of Rail and Public Transportation (DRPT) and other stable financial streams.

6. Compliance and Reporting Requirements

To maintain transparency and meet regulatory standards, the microtransit program must adhere to:

- Federal and State Reporting Protocols: Collecting and submitting data in accordance with Federal Transit Administration (FTA), National Transit Database (NTD), and DRPT guidelines.
- Performance Metrics: Tracking key indicators such as ridership, cost-efficiency, and service reliability to evaluate program success.

7. Recommendations and Implementation Strategy

Based on the findings and stakeholder input, the plan will include:

- Microtransit Service Recommendations: Proposing specific service models, technologies, and operational frameworks suitable for Franklin County.
- Phased Implementation Plan: Outlining short-term pilot programs and long-term expansion strategies, including timelines and evaluation checkpoints.

8. Education and Outreach Initiatives

To build awareness and encourage adoption, the following efforts will be undertaken:

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- Stakeholder Education: Providing informational sessions and materials to local leaders, agencies, and community groups.
- Rider Outreach Campaigns: Launching public-facing initiatives to inform residents about how to access and use microtransit services, including digital and in-person engagement.

IV. Additional Information

What are some of the economic development drivers in Franklin County?

- In [Roanoke Region](#)
 - Carilion Roanoke Memorial, Lewis Gale Hospitals, and Veterans Affairs in Salem. Virginia Tech School of Medicine.
 - Potential expansion of the Roanoke-Blacksburg Regional Airport
 - A list of drivers is provided in the first bullet point.
- In [Franklin County](#)
 - There are four designated growth areas: Rocky Mount, Westlake, Ferrum, and Union Hall.
 - [Franklin County Comp Plan – Economy \(lists of employers see page 5-5\)](#)
 - [The Franklin Center](#)
 - [Summit View Business Park](#)
 - [Ferrum College](#)
 - Manufacturing Plants
 - Truckings/Freight Businesses
 - Healthcare and Senior Living Facilities
 - Education

Are there established stakeholder groups already in place and engaged?

- Yes, there is a steering committee that is being finalized. There is also a stakeholder group that is interested in participating and supporting our outreach into their communities.

What platforms, services, or programs that RVARC use?

- We utilize or have access to the following:
 - ArcGIS Pro and ArcGIS Online Products
 - Social Pinpoint and Consultation Manager (CRM)
 - We internally use Microsoft 365 Suite, Power Apps
 - Pathways4Planning
 - VTrans

- Streetlight
- Remix by Via

Who would be contracting the turnkey service?

- It is still to be determined who would inevitably take over this project for the potential next step in demonstration. It is dependent upon the recommendations on whether or not that RVARC, Franklin County, or a new or existing service would be implemented.

What information is available?

- Franklin County GIS has downloadable shapefiles.
- RVARC has the shapefiles for Ferrum Express and regional transportation services.
- The materials we've prepared for the previous meetings with stakeholders and feedback from stakeholders.
- RVARC has distribution lists and will foster further development of a distribution list for this effort.

What about the relationship between the surrounding areas?

- RVARC covers a large area but stops at Franklin County. We have a relationship with the West Piedmont Planning District Commission, and intend to have a meeting with them before the start of the contract.
- Franklin County has started the effort to develop a steering committee of influential people within the County.

What other transportation services are in the area?

- The existing service of Ferrum Express runs three days a week on Thursday-Saturday and connects Ferrum College to Rocky Mount, and through Boones Mill to the City of Roanoke on Saturdays.
- There are private human services companies helping people reach the hospital and doctors' appointments.
- In the Roanoke Region, there is an inner-city public transportation system called Valley Metro that covers areas of the City of Roanoke, Salem, the Town of Vinton, and some of Roanoke County. There is also the Amtrak station, Greyhound, SmartWay, and Roanoke-Blacksburg Regional Airport.
- RIDESolutions Program.

Who have we already met with?

- RVARC/Franklin County has already met with the following:
 - Ferrum College
 - Franklin County Planning Staff

- Franklin County Board of Supervisors, Lorie Smith
- Southern Area on Aging (Danville, Martinsville, and the Counties of Franklin, Henry, Patrick, and Pittsylvania).
- Franklin County Non-Emergency Transportation Services – NETS Group

V. Procurement Schedule

- Publish RPQ to DRPT bench consultants by Tuesday, September 2nd, 2025.
- Reissue to DRPT bench consultants by Thursday, September 4th, 2025.
- Submission date is Tuesday, September 30th, 2025.
- Award date is by Wednesday, October 15th, 2025.

VI. Contract Term

The contract will start once the consultant has been selected, and all payments to the contractors must be complete by June 30th, 2026.

VII. Evaluation Criteria

The evaluation criteria are based on the following sections and accompanying points, for a total potential score of 100. The review panel will consist of RVARC and Franklin County Staff.

- Experience and Qualifications (35 points)
 - Have you worked on projects with similar demographics, geography, and rural to urban connections?
- Work Program & Project Management (25 points)
- Cost (20 points)
- Schedule of Work (20 points)

VIII. Project Budget

The project budget is \$120,000.

IX. Proposal/Quote Submission Requirements

The Offeror (“Offeror”) is the firm submitting the proposal. In order to be considered for selection, Offerors must submit a complete digital response to this RFP/RFQ. Email to the staff

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lead with a digital copy of the materials being submitted. Information must be clearly marked as proprietary prior to submittal. Section numbers that 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 the complete confidentiality of protected information.

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

The signed proposal must be digitally emailed/sent to the staff lead identified below, and identified with the name of the offeror, the submission date and time, the address of the offeror, and the address to:

Alison Stinnette, astinnette@rvarc.org

Email Subject Line: (Your organization name and RVARC-FC Microtransit Feasibility Study)

Project Name: Roanoke Valley-Alleghany Regional Commission and Franklin County Microtransit Feasibility Study

Physical Office Address:
Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue SW
Roanoke, VA 24016

Proposals must be received by **Tuesday, September 30th by EOD.**

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 that cross-references the RFP/RFQ requirements. Information that 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/RFQ requirements are specifically addressed.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP/RFQ. 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.

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: Experience and Qualifications

The Offeror must provide a thorough and detailed response demonstrating their ability to meet the requirements outlined in the Scope of Services. This section should not simply affirm that the proposed system or approach meets the needs—it must explain **how** each need will be addressed, including:

- An explanation of operational processes, technologies, or methodologies used to meet the identified needs.
- If a service is not currently available but can be added, the Offeror must describe the process for integrating or developing that service, including timelines and resources required.

Additionally, the Offeror must present a comprehensive overview of their experience and qualifications relevant to the project. This includes:

A. Organizational Structure

- A statement describing the business structure under which the Offeror will operate.
- If multiple firms are involved, outline the nature of the partnership (e.g., joint venture, subcontracting), and specify the percentage of work each firm will perform.

B. Key Personnel and Roles

- A list of key personnel, including any subcontractors, who will be assigned to the project.
- For each individual, provide a summary of relevant experience, roles and responsibilities, certifications, and resumes.

C. Contact Information

- Identify the primary point of contact responsible for coordinating all proposal-related activities, including subcontractor management. Include:
 - Full name
 - Telephone number
 - Email address

D. References

- Provide at least three project references that include:
 - Contact name
 - Organization name and address
 - Telephone number and email address
 - Project description
 - Dollar value of the project

E. Insurance Documentation

- Include a valid Certificate of Insurance that meets or exceeds the minimum coverage requirements specified in **Attachment B – Required General Terms and Conditions** of the RFP.

Tab 2: Work Program and Project Management

Offerors must outline their proposed approach to managing and executing the project. This section should include:

- A detailed work program describing the methodology and steps for completing the project.
- Project management strategies, including planning, scheduling, documentation, reporting, and stakeholder engagement.
- Tools and systems used to monitor progress and ensure accountability.

Tab 3: Cost Proposal

Provide a complete cost estimate for conducting the study. The cost breakdown should include:

- Itemized costs by task or deliverable
- Personnel rates and hours allocated
- Any additional expenses or contingencies

Tab 4: Project Timeline

Offerors must submit a detailed timeline that outlines all major tasks and milestones. The schedule should include:

- Start and end dates for each task
- Key deliverables and deadlines
- Any dependencies or critical path items

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).

No person in the United States may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT. The RVARC is in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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) No person in the United States shall, on the grounds of race, color, or national origin, be 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 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 non-debarred 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.

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 an 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 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 period's 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 period's 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 the 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 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 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,

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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 ensure 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 within 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. 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 the 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 is not 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 an 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 a 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.

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 an 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 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 in 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 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.

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.