Roanoke Valley-Alleghany
REGIONAL commission

Request for Proposal

RVARC 2029 Water Supply Plan Technical Assistance

Date of Issue: **October 13, 2026**

Due Date: **November 19, 2026**

Direct all inquiries regarding this RFP to: Amanda McGee, Roanoke Valley-Alleghany Regional Commission

Welcome

RVARC is seeking qualified support for water supply planning in two DEQ designated Regional Planning Areas: Roanoke River 1 and Upper James 2. The selected consultant will remain on-call throughout the water supply planning process (expected to conclude October 2029), providing deliverables as funding becomes available. Funding for Task 1 is currently secured.

Water Supply Plans are required by the Local and Regional Water Supply Planning regulation (9VAC25-780). These plans must assess existing water resources, water use, projected water demand, needs and alternatives for water supply, demand management and drought planning, and anticipated risks to water supply. Funding for this effort may come from DEQ or local and regional governing entities.

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I. Purpose

The Roanoke Valley – Alleghany Regional Commission is seeking qualified support for two concurrent water supply planning efforts in the DEQ designated Regional Planning Areas of Roanoke River 1 and Upper James 2 in order to establish a coordinated, long-term strategy that ensures adequate, safe, and sustainable drinking water for all communities in the region. The plan seeks to encourage, promote, and develop incentives for alternative water sources, while also protecting all other beneficial uses of water resources. In addition, it prepares the region for future growth and drought conditions by forecasting demand, supporting conservation, and strengthening resilience.

The **Roanoke Valley-Alleghany Regional Commission** reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the **Roanoke Valley-Alleghany Regional Commission** to do so. This Request does not commit the **Roanoke Valley-Alleghany Regional Commission** to provide any payment for costs associated with the preparation of proposals submitted in response to this Request for Proposal.

The **Roanoke Valley-Alleghany Regional Commission** reserves the right to alter the project delivery method at any time during the contract period. The **Roanoke Valley-Alleghany Regional Commission** will notify the consultant of such decision, revise the scope of services and respective man-hours. The change will be implemented utilizing an additional task order or supplemental agreement based on the contract type.

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.

Water Supply Planning is an important activity required in the Commonwealth of Virginia. The goal of this planning process is to accurately assess existing and projected water uses and needs, anticipated risks to water supply, and establish solutions and responses to drought and

other projected water shortfalls. Amendments to 9VAC25-780 were approved and posted in the Virginia Register on Sept. 9, 2024. RVARC administers two Regional Planning Units (Figure 1), which include the Roanoke River 1 (Bedford, Franklin, and Roanoke Counties, Cities of Roanoke and Salem) and Upper James 2 (Alleghany, Botetourt, and Craig Counties, City of Covington) Regional Planning Areas. The Virginia Department of Environmental Quality (DEQ) is the regulatory agency in charge of overseeing compliance to water supply legislation.

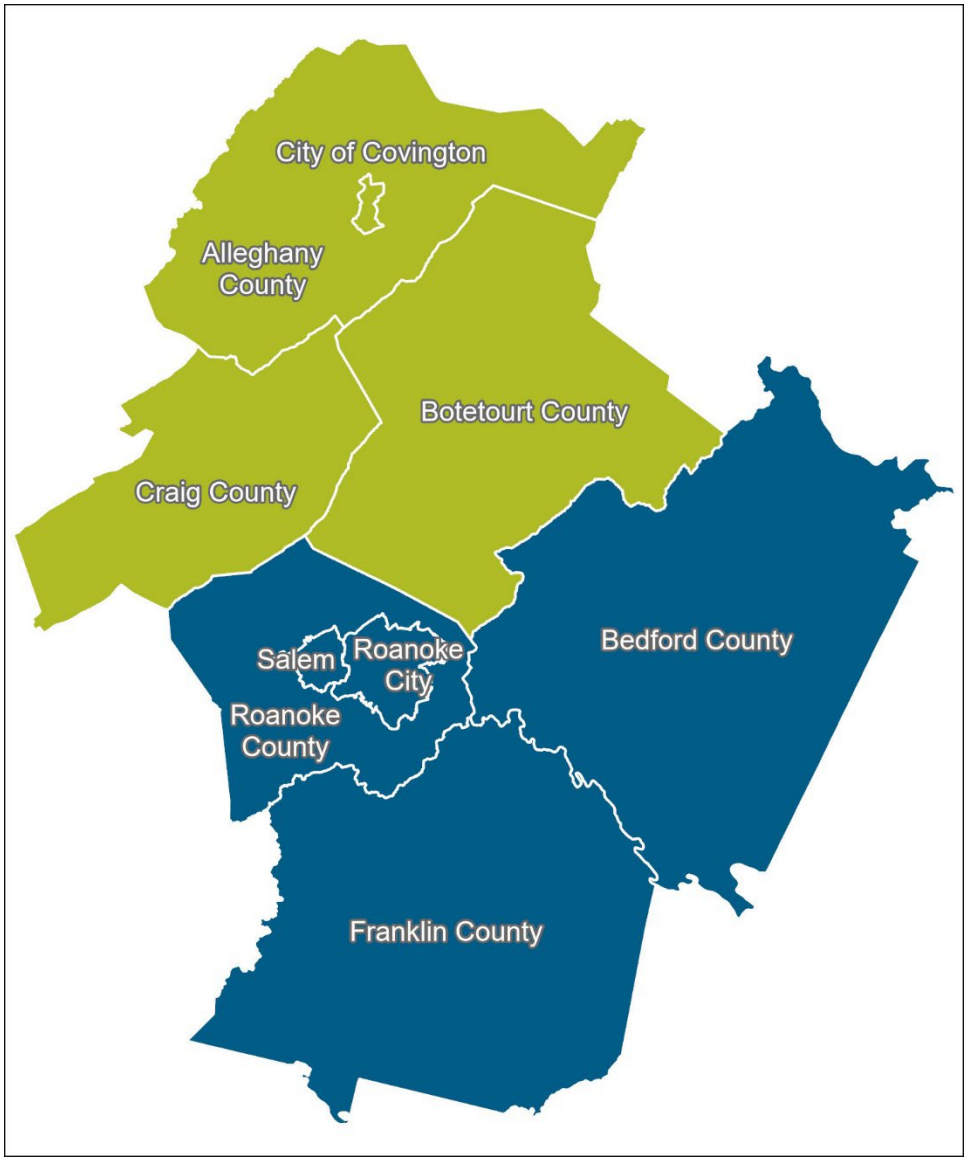

Figure 1: The Regional Planning Areas

RVARC has already begun preliminary work on data collection and other required activities under Guidance Memo No. 25-2002 Local and Regional Water Supply Planning Regulation Guidance. As part of this preliminary work, RVARC worked with the US Army Corps of Engineers to develop an early scope of work, which has been included in this RFP. While RVARC staff are primary leaders on the overall planning process, specific data modeling and outputs are beyond the technical ability of staff in house. RVARC seeks to supplement our planning efforts through partnership with a qualified consultant beginning in FY27, with additional funding expected in FY28 and potential activities in FY29 and FY30. All final water supply plans are due October 9, 2029.

At this time, RVARC has attained funding from DEQ for Task 1 of this scope of work, with funds to be expended by March 30, 2027. Anticipated future funding is expected from DEQ in FY28. Further funding may be available in FY29. Cost estimates for all elements of the scope of work should be submitted, though only funding for Task 1 is currently secured. The selected consultant will serve to complete Task 1 and will remain on-call for future water supply needs as funding becomes available for future tasks.

III. Scope of Services

This Scope of Work (SOW) outlines the tasks and deliverables required for the development and submission of a Regional Water Supply Plan in accordance with the VA DEQ regulations 9 VAC 25-780-50. The full scope of work is provided as reference for the contractor. Specific deliverables for the contractor partner are noted below each task. Cost estimates should be provided by both task and noted deliverables.

Goals:

- Develop a comprehensive and compliant Regional Water Supply Plan that addresses the current and projected water needs of all Local Governments (LGs) within the Regional Planning Area (RPA) for a 30-year planning period.
- Identify and evaluate potential water supply deficits and develop alternative solutions to ensure adequate water resources for domestic consumption, in-stream uses, and economic development.
- Establish regional strategies for addressing identified water supply risks, considering cross-jurisdictional collaboration where practical.
- Support a robust public participation process to gather input and address concerns from stakeholders within the RPA.
- Achieve consensus among all local governments within the RPA on the final Plan.

Task 1: Existing Water Sources, Use & Resources

Task 1 will compile a comprehensive baseline of existing water supplies and conditions for the regional water supply plan, in accordance with 9VAC25-780-70, -80, and -90. It will inventory all groundwater and surface water sources (including wells, intakes, springs, reservoirs, and aquifers), documenting required attributes such as source type, location, capacity, and, for wells, construction details and aquifer information, with Form 70-80-100 being the primary tool for compiling this information. Local governments will primarily be responsible for filling this form or otherwise providing the required data to the consultant. In accordance with 9VAC25-780-B.3, 4., and .5, this task will quantify average and maximum daily withdrawals, annual and monthly withdrawals, and peak-day water use by month for community water systems over the most recent five-year period. Data will include water use disaggregated by sector (residential, commercial, industrial, military, agricultural, production, sales, and unaccounted-for losses), including estimates for small self-supplied uses.

This task will also describe existing water resource and environmental conditions—land use, geology, hydrology, meteorology, ecological needs, and relevant cultural or historic factors—that influence water availability and management, and present all findings in integrated maps, tables, and figures for inclusion in the regional water supply plan.

Consultant Deliverables:

- Integrate 70-80-100 data provided by RVARC staff into complete existing water use models for Roanoke River 1 and Upper James 2.
- Assess existing water resource and environmental conditions, including likely trends in meteorological conditions and land use.
- Present all findings in integrated maps, tables, and figures for inclusion in respective regional water supply plans.

Task 2: Projected Water Demand

Task 2 involves forecasting regional and local water demand over the next 30 years (2040, 2050, 2060) for each water use category by analyzing water consumption and populations served (from Task 1), and population forecasts. Population forecasts over this time period will be obtained from available data sources, including state and local agencies, and/or the U.S. Census Bureau. Demand projection methodology will be developed under this task and will be consistent with methods outlined by the American Water Works Association, likely using a per capita method. Water demand will be estimated for existing and proposed water systems on both an annual average and peak

monthly basis and disaggregated into appropriate use categories. Projections will be validated against historical consumption patterns and regional benchmarks. The deliverable for this task will be a comprehensive forecast report that includes charts, maps, and scenario comparisons.

Consultant Deliverables:

- Create projected water demand models for Roanoke River 1 and Upper James 2 using outcomes from Task 1 (above) and an identified demand projection methodology.
- Conduct one workshop with steering committee members to test assumptions of the demand model and preliminary findings.
- Present all findings in a comprehensive report that includes charts, maps, and scenario comparisons.

Task 3: Needs & Alternatives

This task focuses on determining future water supply requirements by identifying gaps between projected demand and existing source capacity and then evaluating feasible planning level alternatives to address those shortfalls. It involves developing clear statements of need for counties and local governments that addresses the adequacy of existing water supply sources and identifies alternative sources of supply to address deficits. If existing sources are determined to be inadequate to meet demand at any point during the 30-year planning period, then an alternatives analysis will be completed. The statement of need will address the location, magnitude, and timing of anticipated supply deficits.

When required, the alternatives analysis will consider a range of potential solutions, such as new reservoirs or storage facilities, system interconnections, groundwater development, aquifer storage and recovery, expanded conservation measures, desalination, and advanced treatment technologies. This analysis should draw on existing studies and analysis as well as creating new models where appropriate. Recommendations are to be provided that highlight both demand management strategies and potential new or alternative supply options. The deliverable for this task will be to provide statements of need, summarize supply gaps, assessed alternatives, and recommended strategies for ensuring sustainable water availability.

Consultant Deliverables:

- Create statements of need for each county, city or town which will identify gaps between projected demand and existing source capacity.

- Using data from RVARC public engagement efforts, conduct an alternatives analysis in any cases where water supply demand exceeds capacity.
- Present all findings in a comprehensive report that includes statements of need, supply gaps, assessed alternatives, and recommended strategies for ensuring sustainabile water availability.

Task 4: Demand Management & Drought Planning

Task 4 focuses on strengthening regional water resilience by reducing demand and preparing for drought or shortages. It requires documenting existing demand management practices, conservation measures, and system maintenance approaches that address water loss. Building on this, new conservation strategies will be developed, including public education campaigns, incentive programs, adoption of water-efficient technologies, and infrastructure improvements such as leak detection and metering upgrades. Additionally, the task involves assessing each water source's vulnerability to drought. Per conditions in 9VAC25-780-120, a regional drought response and contingency plan may be developed to include contingency protocols with phased response levels, ranging from voluntary restrictions to mandatory cutbacks and emergency supply options, or if infeasible to develop a regional plan, a summary description of cross-jurisdictional drought response efforts will be provided. The deliverable is a plan that outlines demand management and drought contingency strategies, protocols, and an implementation framework.

Consultant Deliverables:

- Assess each water source's vulnerability to drought and prepare a written report that can be integrated into a final demand management plan.
- Compile data collected from Form 110, to be provided by RVARC staff, and recommend new conservation strategies as appropriate to be integrated into a final demand management plan.
- Preparation of a final plan that outlines demand management and drought contingency strategies, protocols, and an implementation framework.

Task 5: Identify and Evaluate Water Supply Risks

This task will identify and evaluate water supply risks affecting the Regional Planning Area over the next 30 years, using DEQ's Water Supply Risks and Strategies Form 125 to ensure consistency with 9VAC25-780-125. This task will use Form 125 to systematically document hazards such as source water protection challenges, climate- and

drought-related changes in hydrology and resiliency, reductions in water availability, competing demands from other beneficial uses, and financial or affordability constraints on maintaining or developing supplies. For each identified risk, the form will be used to characterize likelihood, consequences for users and resources, and the time frame of concern, and to screen and document potential regional strategies and management actions to mitigate or manage that risk. The deliverable will be a formal risk and strategies plan, including completed Form 125 materials, that summarizes the significant water supply risks for the RPA, assesses their relative importance, and recommends regional strategies and priority actions to support long-term sustainability and reliability of water resources.

Consultant Deliverables:

- Conduct one data collection meeting with the steering committee to collect data on potential risks and strategies.
- Conduct one data collection meeting with the stakeholder advisory group to collect data on potential risks and strategies.
- Prepare a formal risk and strategies plan, including completed Form 125 materials, that summarizes the significant water supply risks for each RPA, assesses their relative importance, and recommends regional strategies and priority actions to support long-term sustainability and reliability of water resources.

Task 6: Final Plan Development and Submission

Task 6 involves compiling, finalizing, and submitting the comprehensive Upper James River 2 and Roanoke River 1 Region Water Supply Plans. It requires integrating all major sections—including existing sources, demand projections, management strategies, and needs/alternatives—into a cohesive document. Supporting materials such as maps, charts, tables, and appendices must be prepared to enhance clarity and detail. An internal review with participating counties and agencies ensures accuracy and consistency, followed by incorporation of feedback from stakeholders and regulatory bodies. A public comment period must be conducted, with all comments considered, responses documented and included as an attachment to the plan. The final steps include ensuring formatting and compliance with state water supply planning requirements before formally submitting the completed plan to regional and state authorities.

Consultant Deliverables:

- In conjunction with RVARC staff, conduct two in-person public meetings, one to be held in each RPU. Provide a report of outcomes to RVARC staff. Cost per meeting should be supplied.

- Prepare a public meeting toolkit for local governments who may be required to host public informational meetings per 9VAC25-780-55.B, C, And D.
- Integrate all major sections and prepared materials into a final product, including an executive summary which can be made available to the public, for each plan.
- Present virtually to the Roanoke Valley-Alleghany Regional Commission board on outcomes of both plans.
- Complete the final Form 50 Regional Water Supply Planning Preparation and Submission Checklist for each plan to ensure compliance with Virginia state code requirements.

IV. Procurement Schedule

RVARC will publish the Request for Proposals in eVA and on the RVARC website on October 13, 2026. All amendments and addendums will be posted on the same. If an amendment is issued, the due date shall be extended not more than ten (10) days to allow bidders time to revise their bids.

Optional Pre-Proposal Conference (Virtual) – October 23, 2026 at 10:00 AM

Proposal Due Date and Time – November 19, 2026 at 4:30 PM

Scoring of Proposals and Notification of Selection for Negotiation – NLT December 4, 2026

Final Consultant Selection – NLT December 15, 2026

Selected Consultant Pre-Award Documents Due – NLT December 22, 2026

Completed Negotiations Agreement Due – NLT December 31, 2025

Consultant Contract Signed – NLT January 8, 2027

V. Contract Term

The contract term will be from January 8, 2027 – January 1, 2028.

Contracts may be renewed annually for two successive periods, contingent on funding and satisfactory delivery of service. Future funding will primarily draw from grants and regional budgets, with the potential addition fo new financial sources as they become available.

VII. Evaluation Criteria

Offeror will be evaluated for selection on the basis of those most qualified to meet the requirements of the RFP. The Roanoke Valley-Alleghany Regional Commission will use a weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to the items referred to above and those set forth below:

Evaluation Criteria	**Weight**
Relevant experience in similar water supply and demand modeling	20%
Compliance with RFP requirements and certification of conflict of interest	30%
Understanding of RVARC's needs and proposed technical approach	25%
Qualifications and capacity of the proposed project team	15%
Proposed schedule and ability to meet project milestones	10%

A committee consisting of RVARC personnel and/or others and/or an appropriate individual will evaluate all responsive proposals, conduct the negotiations, and make recommendations to the Executive Director.

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 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 electronic format on a flash drive and must redact all proprietary information. 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 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 to:

Roanoke Valley – Alleghany Regional Commission
RVARC FY29 Water Supply Plan Technical Assistance
Attn: Amanda McGee, Director of Community Development

Proposals must be received at the following location by November 12, 2026, 4:30 pm.

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 that cross-references the RFP 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 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. 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 B - Special Terms and Conditions for the SCC Identification Number reporting requirement.

Tab 1, Services Needed: The Offeror must provide a detailed description of whether and how the proposed system meets each of the needs described in the Services Needed in this RFP. It is not enough to just state that the proposed system meets a need. An explanation of how the system functions to meet each need must be provided. If a service need is not available in the current system, but can be added, an explanation of how that service will be added.

Tab 2, Experience and Qualifications: The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Statement of Needs. The key personnel who will be assigned to this project and the 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, and email address, project, and the dollar amount of the project.

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, Timeline

Offerors shall provide a detailed timeline of 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).

No person in the United States shall, on the grounds of race, color, or national origin, 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 US.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 proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Offerors should provide Certification of Conflict of Interest as an attachment to their submitted proposal.

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, 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 C – 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.

Attachment D: Certification of Conflict of Interest Form

Section 1: Relationship to RVARC

1) Does the offeror have existing contractual relationships which would result in a conflict of interest with the RVARC contract.

☐ a. YES *(Response attachments are optional)*

☐ b. NO *(Response attachments are optional)*

Comments:

_____

_____

2) Offeror, owner, officer, employees, agents and immediate family members are not now, or have not been in the past year, an employee of the Roanoke Valley-Alleghany Regional Commission or has not responsibility or authority with the Commission that might affect the procurement transaction or any claim resulting therefrom.

Select one of the following:

☐ a. TRUE *(Response attachments are optional)*

☐ b. FALSE *(Response attachments are optional)*

Comments:

_____

_____

3) If applicable, state below the complete name and phone number or email address of each person and their connection to the Roanoke Valley-Alleghany Regional Commission. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code apply to this RFP.

Response attachments are optional.

_____

_____

_____

4) Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the Roanoke Valley-Alleghany Regional Commission or has any responsibility or authority with the Commission that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the Roanoke Valley-Alleghany Regional Commission. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interest Act of the Virginia Code apply to this RFP.

Section 2: Terminations and Convictions

1) Has your organization, within the last five years been terminated on a contract for cause?

Select one of the following:

☐ a. YES *(Response attachments are optional)*

☐ b. NO *(Response attachments are optional)*

Comments:

_____

_____

If you answer yes to any of the following, state on a separate attachment to firms' proposal the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of person who might be contacted for additional information.

2) In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager, or chief financial officer of your organization ever been found guilty on charges relating to conflicts of interest?

Select one of the following:

☐ a. YES *(Response attachments are optional)*

☐ b. NO *(Response attachments are optional)*

Comments:

_____

_____

3) Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state, or local government work for any reason?

Select one of the following:

☐ a. YES *(Response attachments are optional)*

☐ b. NO *(Response attachments are optional)*

Comments:

_____

_____

4) Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?

Select one of the following:

☐ a. YES *(Response attachments are optional)*

☐ b. NO *(Response attachments are optional)*

Comments:

_____

_____