

**AGREEMENT BY AND BETWEEN COASTAL COMMUNITY RESILIENCE,
INC., DBA RISE, AND GCR INC.**

This Agreement, dated this 1st day of May 2018, between and among Coastal Community Resilience, Inc., D/B/A RISE a Virginia nonstock 501(c)(3) corporation, (“RISE”), GCR Inc. (the “Contractor”) and (solely for the purposes of Section 0) HR&A Advisors, Inc. (“HR&A”).

WHEREAS, RISE desires to obtain a consultant to advise RISE on Community Development Block Grant – Disaster Recovery (CDBG-DR) regulatory issues, financing opportunities, reporting and administrative requirements, coordination and communication of grant activities with other cities and accordingly issued Request for Proposals RFP RS-1011-2017 for such services (the “RFP”); and

WHEREAS, the Contractor is qualified in to provide such services and was included as a team member in that Proposal submitted by HR&A Advisors, Inc. dated July 21, 2017, in response to the RFP (the “Proposal”); and

WHEREAS, the Proposal was found to be the most advantageous to RISE; now therefore,

WITNESSETH:

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RISE and Contractor hereby agree as follows:

0) TERMINATION OF PRIOR AGREEMENT

That Agreement by and between RISE and HR&A dated September 19, 2017 (“Prior Agreement”) is hereby terminated as of the effective date of this Agreement. Other than for obligations incurred prior to the effective date of this Agreement (including the obligation to make payments for work performed prior to the effective date of this Agreement), neither RISE nor HR&A shall have any obligations pursuant to the Prior Agreement.

1) SCOPE OF SERVICES

The Contractor shall support and advise RISE on Community Development Block Grant – National Disaster Resilience (“CDBG-NDR”) regulatory issues, financing opportunities, reporting and administrative requirements, coordination and communication of grant activities with other cities on an as needed basis in accordance with the RFP attached hereto and incorporated herein as Exhibit A and the Proposal attached hereto and incorporated herein as Exhibit B. The following Exhibits are a part of this Agreement:

1. Exhibit A - RFP with Addenda
2. Exhibit B- The Proposal dated July 21, 2017.

In the event of any inconsistency between this Agreement and the Exhibits, such inconsistency shall be resolved in the following order of precedence: (1) this Agreement, (2) Exhibit B and (3) Exhibit A.

RISE shall issue work orders for specific tasks to be performed by the Contractor.

2) TERM

The term of this Agreement shall commence upon execution of this Agreement and end on December 31, 2018 (the Initial Term”). RISE shall have options to renew for five additional one-year periods. RISE may exercise an option by providing written notice within 60 days of the then current term.

3) COMPENSATION

RISE will pay Contractor hourly rates set forth as follows:

| Rate Schedule | | | |
|----------------------|--------------------|-----------------------|---------------|
| Firm | Team Member | Labor Category | Hourly |
| HR&A Advisors, Inc. | Jamie Springer | Partner | \$325.00 |
| | Phillip Kash | Principal | \$290.00 |
| | Jon Meyers | Principal | \$290.00 |
| | Kate Wittels | Principal | \$290.00 |
| | Renee Barton | Analyst | \$175.00 |
| | Rebecca Lassman | Research Analyst | \$140.00 |
| GCR Inc. | Robin Keegan | Subject Matter Expert | \$232.00 |
| | Ted Guillot | Senior Manager | \$180.00 |
| | Adrienne Duncan | Senior Manager | \$150.00 |
| | Diana Searl | Senior Planner | \$120.00 |
| | Nathan Cataline | Senior Planner | \$120.00 |
| | Jennifer Day | Senior Planner | \$120.00 |
| | Matthew Pangrazio | Senior Planner | \$120.00 |
| | Lyneisha Jackson | Analyst | \$87.50 |
| | Simon Penning | Analyst | \$87.50 |
| | Jamiela Sekou | Analyst | \$87.50 |

The total amount payable for the Initial Term of this Agreement shall not exceed One hundred and sixty-six thousand Dollars (\$166,000.00).

RISE will pay the Contractor within thirty (30) days after the receipt of a proper and correct invoice. Invoices shall be sent to:

RISE
 501 Boush Street, Suite A
 Norfolk, Virginia 23510
 Attn: Paul Robinson

4) APPROPRIATION OF FUNDS AND RECEIPT OF GRANT FUNDS

Compensation pursuant to performance under this Agreement shall be subject to appropriation by RISE and receipt of CDBG-NDR funds. RISE shall not incur any obligation or liability under this Agreement beyond the funds appropriated for such obligation or liability and/or receipt of CDBG-NDR funds in any fiscal year in which this Agreement is in effect. If such funds are not available and/or appropriated, RISE may cancel the Agreement without incurring any liability and/or damages of any type to the Contractor but for RISE's obligation to pay for goods actually delivered or services performed through the date of cancellation. Any such cancellation may be by a written notice from RISE to the Contractor.

5) PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by RISE for work performed by any subcontractor under this Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from RISE attributable to the work performed by the subcontractor under this Agreement; or
- b. Notify RISE and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from RISE for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of RISE. A Contract modification or Amendment to this Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

6) INSURANCE REQUIREMENTS

The Contractor shall maintain during the term of this Agreement insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form unless otherwise specifically approved by RISE. RISE will be named on such liability policies as "Additional Insured" on such policies. Insurance policies shall

provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of the policies. Contractor will provide RISE advance notice of material change adverse to RISE's interests. If the Contractor fails to maintain the insurance as set forth in this Agreement, upon ten days advance notice to allow Contractor to cure any insurance deficiency, RISE shall have the right, but not the obligation, to purchase such insurance at Contractor's expense. A combination of primary and umbrella or excess liability insurance may be utilized to meet the required minimum insurance policy limits below.

A. **COMMERCIAL GENERAL LIABILITY INSURANCE:** The CONTRACTOR shall maintain Commercial General Liability Insurance ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$3,000,000 general aggregate. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

B. **WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE:** The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.

C. **INSURANCE POLICIES/CERTIFICATE OF INSURANCE:** The Contractor shall upon award, furnish RISE with a certificate(s) of insurance evidencing policies, required in the insurance requirements section of this document. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required above. In the event of cancellation of, or material change in, any of the policies, the Contractor shall notify RISE within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this Agreement. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to RISE within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of RISE, and, or RISE's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

D. **SUBCONTRACTOR'S INSURANCE:** Contractor shall require each of its Subcontractors to take out and maintain during the life of its subcontract the same insurance coverage required of Contractor under this Paragraph. Each Subcontractor shall furnish to Contractor two copies of a certificate of insurance and such certificate shall contain the same information required in Paragraph F below. Contractor shall furnish one copy of the certificate to RISE.

7) INDEMNIFICATION

The Contractor shall indemnify and save harmless RISE and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or death, brought or recovered against RISE and its representative to the extent caused by a negligent act or negligent omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by RISE or its representatives in the defense of claim or suit. The Contractor must pay all litigation costs, attorney's fees, settlement payments and any damages awarded. This paragraph shall survive the expiration or termination of this Agreement.

8) FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal.

RISE shall not be held responsible for failure to perform its duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of RISE that make performance impossible or illegal.

9) DEFAULT AND TERMINATION

If Contractor fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, RISE may, by written notice to Contractor, terminate this Agreement in whole or in part and receive a refund of any prepaid or unearned fees. In addition to any right to terminate, RISE may enforce any remedy available under this Agreement in connection with such default, and Contractor shall be liable for damages to RISE resulting from Contractor's default. RISE further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

10) SUSPENSION OR TERMINATION OF AGREEMENT BY RISE

RISE, at any time, may order Contractor to immediately stop work on this Agreement, and/or by thirty (30) days written notice may terminate this Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to RISE all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, RISE may, at RISE's expense, take over the Work and prosecute the same to completion by contract or otherwise.

- B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by RISE and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of RISE provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and RISE may pursue any and all such rights and remedies against Contractor as it deems appropriate.

11) CONTRACTUAL DISPUTES

If the Contractor has a claim against RISE, whether for money or other relief, the Contractor shall give written notice of intent to file a claim within sixty (60) days of the occurrence on which the claim is based or when Contractor becomes aware of the occurrence on which the claim is based, whichever is later, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the Contractor shall submit an invoice for final payment within ten (10) days after final delivery of the CCM. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, RISE Manager shall make RISE's determination regarding the resolution of claims and notify Contractor of such determination. Under no circumstances may the Contractor suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the Contractor shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with RISE.

12) ASSIGNMENT

A party shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under this Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the other party.

13) NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made when received by U.S. Mail, sent first class, return receipt requested, or hand-delivery.

Notices to RISE shall be addressed as follows:

RISE
501 Boush Street, Suite A
Norfolk, Virginia 23510
Attn: Paul Robinson

Notices to Contractor shall be addressed as follows:

GCR Inc.
2021 Lakeshore Drive, Suite 500
New Orleans, Louisiana 70122
Attention: Ted Guillot, Director of Community Planning and Resilience
Richard Campbell, General Counsel

14) INDEPENDENT CONTRACTOR

Contractor shall at all times act as an independent contractor in the performance of this Agreement. Neither Contractor nor its employees or agents shall represent themselves to be, or be deemed to be, employees of RISE.

15) SEVERABILITY

If any provisions of this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

16) WAIVER

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

17) CHANGES

This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

18) GOVERNING LAW AND VENUE

This Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

19) DRUG FREE WORKPLACE

RISE is a drug-free workplace, and as a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit, to an alcohol/drug test at any time.

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees or agents performing services on RISE property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

20) COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

21) AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

22) FEDERAL REGULATORY REQUIREMENTS

It is the responsibility of the Contractor to ensure that it is in compliance with all federal regulatory requirements, including, but not limited to CDBG-NDR requirement outlined in Exhibit A, and other regulatory requirements tied to this funding source.

IN WITNESS WHEREOF, RISE and Contractor have caused their duly authorized officials to execute this Agreement.

GCR INC.

By 
Title: CAO, Sr. V.P.

RISE

By 
Executive Director

HR&A ADVISORS, INC.
(solely for purposes of Section 0)


By 
Title: Partner

EXHIBIT A – RFP



RISE

Resilience Innovations

RFP RS-1011-2017

Technical Assistance and Advisory Services for HUD- National Disaster Resilience Funding

Issuer: Coastal Community Resilience, Inc., DBA RISE

Attn: Paul Robinson,

501 Boush St., Suite A

Norfolk, VA 23510

V: 757-418-3516

paulrobinson@riseresilience.org

Issued: June 29, 2017

RFP Opening Date and Time: July 21, 2017 - 2:00 p.m. Eastern Time

Pre- Proposal Conference: July 10, 2017 – 1:00 p.m.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1___ #2___ #3___ #4___ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFEROR’S PROPOSAL.

Offeror Legal Name: _____

Offeror Address: _____

Offeror Contact Name: _____

Offeror Contact Email Address: _____

Offeror Contact Telephone Number: _____

Authorized Agent Signature: _____

Authorized Agent Name (Printed): _____

Authorized Agent Contact Email: _____

Authorized Agent Contact Phone Number: _____

Date of Proposal: _____

Virginia State Corporation Commission Number: _____

RISE does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion,

color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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SECTION I. BACKGROUND, PURPOSE AND SCOPE OF SERVICES

A. Background:

The United States Department of Housing and Urban Development (“HUD”) conducted a national competition to select and fund resilience projects designed to reduce the risk of disaster. HUD required projects be tied back to a presidentially declared disaster between 2011 and 2013. Hurricane Irene was a presidentially declared disaster that caused both tidal and precipitation flooding in Hampton Roads. The Commonwealth of Virginia requested that cities in Hampton Roads submit qualifying data and projects for inclusion in a proposal to HUD’s National Disaster Resilience Competition. The City of Norfolk submitted qualifying data and projects to the Commonwealth. The Commonwealth of Virginia was awarded a grant of \$120,549,000 using Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds to implement two projects in Norfolk, Virginia. The first project is an \$115,000,000 infrastructure improvement project designed to reduce the risk of flooding in the lower-portion of the Ohio Creek Watershed located on the Elizabeth River and comprising the neighborhoods of Chesterfield Heights and Granby Village. The second project provides seed funding for the establishment of a Coastal Resilience Laboratory/Accelerator to accelerate business creation and growth in the coastal resilience sector. Under the terms of the grant program, all project funds must be expended by September 2022.

B. Purpose:

Coastal Community Resilience, Inc., DBA RISE, (the “RISE”) is a sub recipient of a Commonwealth of Virginia HUD Disaster Resilience Funding and as such, RISE seeks proposals from qualified firms to enter into a contract for a minimum of one (1) year and a maximum of seven (7) years. RISE is a non-profit organization and has filed for tax exempt 501(c)(3) status. RISE will select and engage a consultant(s) on an as-needed basis. RISE signed a sub-recipient agreement with the Commonwealth of Virginia on May 24, 2017. The successful offeror shall be managed by quarterly Task Orders issued by RISE based on the anticipated services required. The successful offeror shall be provided work space in RISE when required and will be expected to provide its own computers, printing, and supplies.

C. Scope of Services:

The scope of work to address the above stated purpose is to support and advise RISE on CDBG-DR regulatory issues, financing opportunities, reporting and administrative requirements, coordination and communication of grant activities with other cities and organizations.

Services:

Consulting services pertaining to RISE’s implementation of resilience projects utilizing CDBG-DR funds awarded to RISE under a sub-recipient agreement from the Commonwealth of Virginia to implement the Commonwealth’s DR grant from HUD. RISE intends to retain the consultant as an independent contractor to serve as the primary outside adviser to RISE on CDBG-DR matters. The firm or individual shall be responsible for providing guidance and documents to RISE, or RISE’s representative(s), regarding the following on an as-needed basis:

1. CDBG-DR Regulatory Issues: Consultant shall provide RISE with technical assistance and on-call support for CDBG-DR regulatory issues, including, but not limited to, identifying potential issues, providing answers to questions and assistance

designing and implementing appropriate policies to ensure RISE's compliance with all applicable CDBG-DR rules, regulations and procedures. Examples include: implementation of duplication of benefits procedures concerning federal and nonfederal funding on the same project, financing mechanisms, determining most proper CDBG-DR support to large-scale infrastructure projects, business acceleration and workforce programs.

2. Financing: Identify financing sources, tools, and fundraising concepts to better position RISE to access additional funding to support related resilient projects in the future. Encourage and build the capacity of public-private partnerships to carry out CDBG-DR activities.
3. Low-Income beneficiaries: Assist RISE in fine-tuning strategies in order to prioritize service to low-income and underserved populations through the CDBG-DR activities whenever possible.
4. Reporting/Administrative Capacity:
 - a. Provide on-site and on-call support as requested by RISE as well as training to RISE-identified staff to improve the ability of funded CDBG-DR projects to meet sound underwriting, management and fiscal controls; demonstrate measurable outcomes in the use of public funds and provide accurate and timely reporting of program accomplishments.
 - b. RISE-requested support will include recommending improvements, developing and/or refining the systems necessary to ensure full compliance with all federal requirements, aggregate metrics reporting and strengthen oversight of large-scale, creative infrastructure projects.
 - c. RISE may also request assistance in the preparation of post-application documents, forms, and papers for use in obtaining final approval for, or seeking reimbursement of, CDBG-DR activities, including, but not limited to: workforce development programs, new financing mechanisms, parcel-based green infrastructure improvements on private property and oversight of, and planning for, these and similar activities.
5. Coordination/Communication: Set-up and/or facilitate a process for coordination between RISE and its resilient partners such as: the Commonwealth of Virginia, the City of Norfolk, sub-grantees, developers, HUD, private foundations, and other State or Local governments, to ensure overlapping efforts, timelines and budgets are complimentary and moving forward in coordinated method.

Expected Deliverables:

While actual deliverables shall be defined through the task order process, expected deliverables may include:

- Creation of a performance tracking system
- Creation of compliance documentation systems
- Creation of a data management and reporting system
- Creation of public engagement and communication materials

Minimum Qualifications:

Offeror shall have at a minimum three (3) years' experience providing similar types of technical assistance and advisory services to CDBG-DR projects.

PERFORMANCE AND CONTRACT MANAGEMENT:

RISE anticipates that the contract shall be offered for a maximum of seven (7) years. The focus in the first months is completion of all necessary tasks in order to ensure that RISE establishes all policies, procedures, and practices required to manage the HUD project(s). Following that RISE will engage the successful offeror on as-needed basis. The successful offeror shall be managed by quarterly Task Orders issued by RISE based on the anticipated services required. The successful offeror will be provided work space in RISE when required and will be expected to provide their own computers, printing, and supplies.

Timeliness and Responsiveness – The successful offeror shall return RISE’s phone calls and/or e-mails within forty-eight (48) hours. RISE and the successful offeror will develop mutually agreed upon deadlines and penalties for specific deliverables or technical assistance as appropriate. Consultant’s failure to meet mutually agreed upon task-specific deadlines may result in five percent (5%) penalty discount on the subsequent invoice.

RISE shall have the right to subject successful offeror to monitoring, by the contract monitor, should RISE possess a reasonable belief or has determined that the successful offeror has misrepresented themselves and is not competent to perform the task this will result in a termination of the contract.

ANTICIPATED SCHEDULE OF SERVICES AND/OR MILESTONES

| | | |
|--|---|--|
| Implementation of a data management and reporting system | Within 3 months of the execution of the contract. | Consultant will provide guidance, technical assistance and support in identifying and implementing a comprehensive data management and reporting system for CDBG- DR grant funds. |
| Completion of CDBG-DR compliance tasks | Within 6 months of execution of the contract. | Consultant will provide RISE staff with technical assistance, advisory services and support for ensuring that compliance documentation and processes are in place for all CDBG-DR funded activities. |
| Development of CDBG-DR project policies and procedures | Within 6 months of execution of the contract. | Consultant will provide revised policies and procedures related to RISE’s administration of DCGB-DR funding |

| | | |
|---|--|--|
| Parcel-level solution program development | Within 12 months of the execution of the contract. | Consultant will provide guidance, technical assistance and support in development of a program to fund parcel-, street-, and neighborhood-level water management solutions. |
| Innovative procurement strategies. | Within 6 months of the execution of the contract. | Consultant will provide guidance, technical assistance and support in development of a program to develop challenge prize competitions around NDRC procurements and other funding sources. |
| Project management support | Ongoing over the life of the contract | Consultant will provide ongoing technical assistance and support as needed. |

Additional deliverables will be defined through the task order process.

Fees and Costs

The successful offeror will be responsible for keeping track and monitor consultant’s own time and activities by project and as allowable under the provisions of Federal guidance for administrative and project management costs (reference Federal regulations and policy guidance for these topics).

The hourly rate for each position shall include all overhead costs. RISE will not reimburse for cost associated with travel outside of Norfolk. Any reimbursement for travel costs outside of RISE efforts must be pre-approved by RISE contract management staff.

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SECTION II. INSTRUCTIONS TO OFFERORS

A. Contact with RISE Staff, Representatives, and/or Agents:

Direct contact with RISE staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission.

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, should consult with RISE's website www.riseresilience.org.

C. Pre-proposal Conference:

There will be a pre-proposal conference on **July 10, 2017 at 1:00 p.m. at 501 Boush St., Suite A, Norfolk, Virginia 23510, Large Conference Room, and by phone at (712)-832-8300, code 197812.**

D. Questions and Addenda:

Offerors shall carefully examine this RFP and any Addenda. Offerors are responsible for seeking clarifications of any ambiguity, conflict, omission, or other errors in this RFP in writing. Questions shall be addressed to Paul Robinson, at paulrobinson@riseresilience.org. If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on RISE's website www.riseresilience.org. This RFP and any Addenda shall be incorporated by reference into any resulting Agreement. Offeror is responsible for checking RISE's website www.riseresilience.org within 48 hours prior to the proposal closing to secure any Addendum issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Addendum from RISE.

All questions shall be submitted no later than 5:00 p.m. EST on July 7, 2017. Questions received after that time will not be considered.

E. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

F. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

G. Nondiscrimination:

The contractor agrees that it will adhere to the nondiscrimination requirements which will be incorporated into any contract awarded. See Attachment B.

H. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment C.

I. Compliance with Federal Immigration Law:

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment D.

J. Authorization to Transact Business in the Commonwealth:

Contractor shall certify that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment E.

K. Schedule of Events:

| Event | Date |
|----------------------------|--|
| RFP Issued | June 29, 2017 |
| Pre-proposal Conference | July 10, 2017 @ 1:00 p.m. |
| Question Deadline | July 14, 2017 @ 5:00 p.m. |
| Proposals Due | July 21, 2017 @ 2:00 p.m. |
| Oral Presentations, if any | The week of July 31 st , 2017 (tentative) |

L. Proposal Submission:

Proposals meeting the requirements set forth in Section IV shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

RISE
Attn: Dr. Paul A. Robinson
Suite A
510 Boush St.,
Norfolk, Virginia 23510

RFP RS-1011-2017 Technical Assistance and Advisory Services for HUD- National Disaster Resilience Funding

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be not be accepted.

M. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work and the Submittal Requirements set forth in Section IV. It is solely the offeror’s responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the format set forth in Section IV and to include the required information could result in a poor evaluation of the offeror’s proposal. RISE reserves the right to determine if a proposal is incomplete.

N. Proprietary Information/Non-Disclosure:

Offeror is advised that Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: invoke the protections of this section prior

to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked “PROPRIETARY”.

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act (“VFOIA”). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror’s costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

O. RFP Closing

Offeror shall ensure its proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time will not be considered and will be returned to the Offeror unopened.

P. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

Q. Cost incurred in Responding:

This RFP does not commit RISE to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

R. Disposition of Proposals:

On receipt by RISE, all materials submitted in response to this RFP will become the property of RISE. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and subject to the Virginia Freedom of Information Act (“VFOIA”) provisions.

S. Proposal Evaluation Process:

Evaluation of proposals will be in accordance with 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. RISE will evaluate the proposals submitted and rank the proposals using the following 100-point scale:

| Technical Criterion | Points |
|--|--------|
| Specialized experience and technical competence | 50 |
| Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines | 20 |
| Approach and Capacity and (Cross-disciplinary) | 10 |
| Approach to promote Disadvantage Business Enterprise | 10 |

| | |
|-------|-----|
| Price | 10 |
| TOTAL | 100 |

Pricing will be evaluated objectively. RISE will compute the total of 10 points for pricing with the following equation:

$$\begin{aligned} &\text{lowest/individual totals} = X \\ &X (.10) \\ &= \text{point number received for price} \end{aligned}$$

T. Selection Committee:

1. Selection Committee: RISE will establish Selection Committees with relevant subject-matter expertise in reviewing and evaluating responses to a solicitation. Each response to a solicitation for the award of a professional service will be evaluated by a committee of three (3) individuals consisting of

- The Executive Director of RISE or his/her designee;
- Personnel from the City Resilience Office ;
- A professional(s) from within local government who possesses expertise in the relevant field;

2. Selection: RISE will select an Offeror(s) according to the procedures described in 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. The Selection Committee will first evaluate and rank responsive RFP Responses on the following selection Technical criteria and weighting factors listed below and provide an assessment of that score.

Price Proposal

Price proposals must be submitted in a separate envelope marked “Price Proposal”.

Shortlist

RISE at its sole discretion may recommend a selection of Offerors for a short list based on the overall ranking.

During the review of any Proposal, the Evaluation Committee may:

- conduct reference checks relevant to the Project with any or all of the references cited in a Proposal to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of Proposals;
- seek clarification of a Proposal from any or all Offerors and consider such supplementary information in the evaluation of Proposals; and
- request interviews/presentations with any, some or all Offerors or Team Members to clarify any questions or considerations based on the information included in Proposals during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation.

4. Ownership: All proposals and/or documentation submitted therewith are RISE property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. RISE will not credit any blanket exemption claims lacking specific justification. RISE does not guarantee the confidentiality of submissions.

5. Fees and Costs: Offerors should provide an explanation as to how much it proposes to charge RISE to provide the needed services. The explanation should include any and all fees and/or costs associated with providing the services.

6. Effect: This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. RISE may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the resulting contract executed by RISE and the successful offeror, if any, is the exclusive statement of rights and obligations extending from this solicitation.

7. Proposal Review: The review committee will evaluate each proposal response submitted and rank the response in accordance to the procurement guidelines and schedule of events discussed within the proposal. However, RISE reserves the right to modify the qualification process and dates as deemed necessary.

RISE may request an online demonstration of specific vendors' solutions prior to the selection completion date. Offerors should be prepared to provide such a demonstration in a timely fashion.

8. In-Process Technical Review: Contractor's performance of the Work shall be subject to in-process technical review by the RISE's Technical Representative or such other person(s) as may be designated in writing by RISE provided such actions are not unreasonable and does not interfere with the progress of the work.

If RISE identifies a likely service provider, it may negotiate a final agreement with the Offeror and fix the relationship by contract. The contract shall contain the standard provisions in the Contract Terms and Conditions (set forth in Section III).

U. Presentations:

If, in RISE's opinion, offeror presentations or demonstrations of the proposals are warranted, RISE will notify the selected offerors. Such presentation or demonstration will be at a RISE site at a date and time mutually agreed to between RISE and offeror. Travel will be at the offeror's expense.

V. Award:

The award of a contract(s) shall be at the sole discretion of RISE. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to RISE, taking into consideration the evaluation factors set forth in this RFP. RISE reserves the right to cancel the solicitation and to waive informalities. RISE also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. RISE further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with

respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by RISE.

W. Protests:

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to RISE's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by RISE, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the RISE's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. RISE shall issue a decision in writing stating the reasons for the action taken. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

X. Small, Women, and Minority ("SWaM") Business

It is desire of RISE to facilitate the establishment, preservation, and strengthening of small business and businesses owned by women and minorities and to encourage their participation in RISE's procurement activities. Toward that end, RISE encourages these firms to compete and encourages non-minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. A listing of qualified businesses is available from the Virginia department of Minority business Enterprise (www.dmbe.state.va.us). Firms are asked, as part of their proposal, to describe any planned use of such businesses. Please include in your proposal whether your firm or any of sub-consultants is a SWaM business.:

SECTION III.CONTRACT TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a minimum of one (1) year and a maximum of seven (7) years.

INSURANCE REQUIREMENTS

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by RISE, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Contractor fails to maintain the insurance as set forth in this Agreement, RISE has the right, but not the obligation, to purchase such insurance at Contractor's expense.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident covering vehicles used by contractor, or the contractor's employees and agents, as part of providing the services under this RFP and subsequent contracts(s). Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract, and for three years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are \$1,000,000 each occurrence, \$2,000,000 aggregate.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

Contractor will furnish RISE with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs of this Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Paragraphs above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify RISE within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Agreement/Contract, the Contractor will furnish a certificate of insurance evidencing renewal of such coverage to RISE within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of RISE, and, or RISE's designated agents for this Contract/Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Contract/Agreement.

SUBCONTRACTOR'S INSURANCE: The Contractor will require each of his Sub-Contractors for work performed under this agreement to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Sub-Contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Sub-Contractor's policies/certificate to RISE.

INDEMNIFICATION

The Contractor shall indemnify and save harmless RISE and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against RISE and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by RISE or its representatives in the defense of claim or suit. This paragraph shall survive the expiration or termination of this Agreement.

APPROPRIATION OF FUNDS

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the RISE. RISE shall not incur any obligation or liability under this Agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which this Agreement is in effect. Funds are certified for the first year of this Agreement. On or before July 1 of each succeeding Contract Year during the term of this Agreement, RISE shall certify the funds for that Contract Year. If such funds are not available and/or appropriated, RISE may cancel the Agreement without incurring any liability and/or damages of any type to the Contractor. Any such cancellation may be by a written notice from RISE to the Contractor.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by RISE for work performed by any subcontractor under this Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from RISE attributable to the work performed by the subcontractor under this Agreement; or
- b. Notify RISE and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from RISE for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of RISE. A Contract modification or Amendment to this Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

RISE shall not be held responsible for failure to perform its duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of RISE that make performance impossible or illegal, unless otherwise specified in the Contract.

DEFAULT AND TERMINATION

If Contractor fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, RISE may, by written notice to Contractor, terminate this Agreement in whole or in part. In addition to any right to terminate, RISE may enforce any remedy available at law

or in equity in connection with such default, and Contractor shall be liable for any damages to RISE resulting from Contractor's default. RISE further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SUSPENSION OR TERMINATION OF AGREEMENT BY RISE

RISE, at any time, may order Contractor to immediately stop work on this Agreement, and/or by thirty (30) days written notice may terminate this Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to RISE all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, RISE may take over the Work and prosecute the same to completion by contract or otherwise.
- B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by RISE and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of RISE provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and RISE may pursue any and all such rights and remedies against Contractor as it deems appropriate.

ASSIGNMENT

Contractor shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under this Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of RISE.

INDEPENDENT CONTRACTOR

Contractor shall at all times act as an independent contractor in the performance of this Agreement. Neither Contractor nor its employees or agents shall represent themselves to be, or be deemed to be, employees of RISE.

SEVERABILITY

If any provisions of this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

WAIVER

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

CHANGES

This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

GOVERNING LAW AND VENUE

This Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

DRUG FREE WORKPLACE

During the performance of this Agreement, 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 by RISE, the employees of which Contractor 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. As a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Remaining page intentionally left blank

SECTION IV. PROPOSAL SUBMITTAL REQUIREMENTS

A. General:

Proposals must be submitted as one (1) hard copy containing an original longhand signature on the Proposal Cover Page, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and six (6) electronic CD copies. Copies shall not deviate in any way from the original. The Cover Page must be signed by a person authorized to legally bind the offeror.

The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, the number of the RFP. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Pricing shall be submitted in a separate envelope marked “**Price Proposal**”.

B. Proposal Standards:

Proposal shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this RFP shall comply with the following guidelines:

All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
All copies shall be double-sided;

Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided;

Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and Proposals shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 1/2” x 11”, single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

C. Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary nor desired by RISE.

D. Format of Proposals

Offeror shall respond to this RFP with a written proposal in the format outlined below. The proposal shall include, at a minimum, the following clearly identified sections, page numbers, and each under separate tabs: Numbered tabs and dividers are required for each of the sections listed and in the order below:

Additional instructions are in Section II of this RFP.

- I. RFP COVER PAGE
- II. EXECUTIVE SUMMARY
- III. EXPERIENCE IN PROVIDING SIMILAR SERVICE
- IV. APPROACH AND CAPACITY
- V. PRICING
- VI. EXCEPTIONS TO THE RISE's CONTRACTUAL TERMS AND CONDITIONS
- VII. ATTACHMENTS A, B, C, D, E, AND F, COMPLETED, SIGNED or INITIALED AS NECESSARY

Each element should be completed and omissions shall be explained.

I. RFP COVER PAGE

Offerors shall complete the first page of the RFP, sign and submit with their proposal. Attachments to this RFP shall be filled and initialed or signed as necessary and submitted as part of proposals.

II. EXECUTIVE SUMMARY

The Offeror's proposal shall contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches. Offeror's shall clearly indicate required experience, the single contact and authorized representative of the Proposer, to include mailing address, telephone number, email address and website (if available).

The proposal shall clearly demonstrate the applicant's qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from RISE's purchasing website at <http://www.riseresilience.org>

III. EXPERIENCE IN PROVIDING SIMILAR SERVICE

Offeror must have at minimum three (3) years' experience working directly on CDBG-DR and/or CDBG-NDR projects.

Provide detailed description of the similar projects and detail how these projects were similar in scope, objectives, timelines, technical approach, etc.

Offerors shall also submit a listing of relevant projects completed within the last three (3) years by the proposed Project Manager ("PM"). Reference projects should demonstrate applicable skills and experience to successfully complete the Scope of Work described in SERVICES.

This listing shall indicate:

- Project Name
- Description of PM Role.

- Percentage of Time as related to the total worked on the Reference Project.
- For whom the work was performed, including Company Name, Contact Person and that person's email and phone number (inactive emails or phone numbers will result in a deduction of points).
- Proposed Cost and Final Billing Cost, provide reason(s) for cost variances
- Proposed number of days for completion and actual number of days for completion, provide reason(s) for variances.
- Links to an electronic copy of the plans and any other relevant information available electronically.

IV. APPROACH AND CAPACITY

Offeror shall detail the proposed approach to provide the requested services and capacity of current or future staff to meet the demands of RISE, to include cross-disciplinary approach to team composition. Offeror shall provide the credentials or resumes of the key program staff members and lines of authority, and the manager's portfolio of experience, as well as an organizational chart which describes the division of responsibilities among the members of the staff (including sub-consultants). Offerors shall include the office locations of all sub-consulting team members identified in your organization chart.

Provide names, addresses and telephone numbers of at least three (3) jurisdictions or organizations for whom your agency provided services as requested above in the past two (2) years, from the date of issuance of this RFP. At a minimum, offerors shall provide the following information: Name of an individual from that jurisdiction or organization that can provide information regarding the quality of services provided by your firm; Contact person's email address, and phone number; and Description of the services provided by your firm for the client.

Offeror shall also provide all relevant certifications, include the names of subcontractors, their identification, their areas of expertise, and a description of how they will be used in performance of the services.

1. Approach and Methodology. The

Offeror shall:

- a. Detail its understanding of the scope of the project, its technical requirements, and the proposed methodology for delivery of services with particular emphasis on CDBG-DR and or / CDBG-NDR projects. Any information and data that the Offeror will require from RISE must be identified in this section.
- b. Demonstrate experience working collaboratively with public and private stakeholders in a wide range of settings (i.e., one-on-one meetings, group meetings, community forums and formal presentations before elected or appointed bodies).

2. Work Plan.

The Offeror shall provide a detailed summary of your current workload and future commitments over the next two years. This should be in a bar graph format and show

how your assigned staff for this project will be allocating their time within your project portfolio.

Additionally, the Offeror shall include a proposed timeline or project schedule detailing all required major tasks, sub-tasks, and milestones to be completed based on the Scope of Work. This description should discuss how each task/deliverable will be completed and should include a project management chart detailing all major tasks, sub-tasks, milestones, critical path items, total number of days from date of Notice to Proceed to final completion (if applicable). This or another chart should also include the estimated level of effort proposed for each task, including the staff to be assigned to that task, number of hours per person per task, total number of hours and other resources proposed by the contractor, including any incidentals such as travel and printing, to complete the Work. A final work plan will be negotiated with RISE upon award of the contract.

The Offeror shall:

- a. Demonstrate experience preparing concise, well-written reports with supporting documentation and demonstrate experience preparing and presenting subject matter of reports and supporting materials in public presentations.
- b. The Offeror shall detail any concerns it may have in being able to successfully perform the Work and how it plans to mitigate any concern.

3. Cross-Disciplinary Approach.

RISE is focused on building the Hampton Roads region's resilience by ensuring that each RISE project looks to achieve the maximum benefits for our citizens. Our approach to maximizing project benefits is whenever possible to construct project teams that bring a variety of learning, experience and approaches from multiple fields of work. RISE believes this cross-disciplinary approach to team building is essential to driving innovation in solutions to the complex problems this project is designed to address.

The Offeror shall explain in detail its approach to maximizing RISE's intent to create a cross-disciplinary approach to the resources explained above.

V. PRICING (Separate sealed envelope)

Offeror shall provide an itemized pricing breakdown to reflect costs per deliverable per Element as provided in Scope on an estimated annual and hourly basis. Each position shall include a description and minimum experience requirements. Pricing shall be submitted in a separate sealed envelope.

VI. EXCEPTIONS TO THE RISE's CONTRACTUAL TERMS AND CONDITIONS

Identify any exceptions to RISE's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the RISE's Contractual Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

VII. ATTACHMENTS A, B, C, D, E, AND F, COMPLETED, SIGNED or INITIALED AS NECESSARY

All other Attachments are supplied by RISE as information. The following Attachment will only be requested of the successful offeror prior to obtaining a contract: Attachment "F" CDBG Compliance Provisions.

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ATTACHMENT A. ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the RISE or the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT B. NONDISCRIMINATION

Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

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, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

Initial: _____

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ATTACHMENT C. DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

- a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate RISE purchasing official may render the offeror non-responsible.
 - c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact

e. upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to RISE, the appropriate RISE purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

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ATTACHMENT D. COMPLIANCE WITH FEDERAL IMMIGRATION LAW

1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) _____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate RISE purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to RISE, the appropriate RISE purchasing official may terminate the contract resulting from this solicitation for default.

3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT E. COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

I. CERTIFICATION.

A. The offeror (Please fill in with your enterprise’s complete name) _____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission: _____

B. 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 shall describe why it is not required to be so authorized:

INSTRUCTIONS.

- a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate RISE purchasing official may render the offeror non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to RISE, the appropriate RISE purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT F. CDBG COMPLIANCE PROVISIONS

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) (applicable to contracts and subcontracts above \$10,000)

- A. During the performance of this contract, the Sub-recipient agrees as follows: The will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Sub-recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Sub-recipient's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Sub-recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Sub-recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Sub-recipient's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Sub-recipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Sub-recipient will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Department may direct as a means of

enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a Sub-recipient or vendor as a result of such direction by the Department, the Sub-recipient may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or sub-recipient certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or sub-recipient agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed sub-recipients prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed sub-recipients (except where proposed sub-recipients have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Sub-recipient shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Sub-recipient shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Sub-recipient agrees to send to each labor organization or representative of workers with which the Sub-recipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Sub-recipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the sub-recipient is in violation of the regulations in 24 CFR part 135. The Sub-recipient will not subcontract with any sub-recipient where the Sub-recipient has notice or knowledge that the sub-recipient has been found in violation of the regulations in 24 CFR part 135.
- E. The Sub-recipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-recipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract.

Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(applicable to contracts and subcontracts over \$10,000)

- A. The Sub-recipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Sub-recipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Sub-recipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Sub-recipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Sub-recipient will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Sub-recipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Sub-recipient will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub-recipient or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Sub-recipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Sub-recipient shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (applicable to contracts and subcontracts exceeding \$100,000)

The Sub-recipient and all sub-recipients shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Sub-recipients and sub-recipients shall furnish to the owner, the following:

A. A stipulation by the Sub-recipient or sub-recipients, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Sub-recipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Sub-recipient that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Sub-recipient will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The Commonwealth of Virginia, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Sub-recipient which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the Commonwealth of Virginia and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Sub-recipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Sub-recipient shall cause to be

incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Sub-recipient agrees as follows:

- A. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-recipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The SUB-RECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Sub-recipient's shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Sub-recipient shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Sub-recipient.
- C. If the Sub-recipient uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the

work. The Sub-recipient and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Sub-recipient for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Sub-recipient under this contract shall, at the option of the Owner, become the Owner's property and the Sub-recipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Sub-recipient, and the Owner may withhold any payments to the Sub-recipient for the purpose of set-off until such time as the exact amount of damages due the Owner from the Sub-recipient is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least thirty (30) days notice in writing to the Sub-recipient. If the contract is terminated by the Owner as provided herein, the Sub-recipient will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Sub-recipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

A. The Sub-recipient shall not enter into any subcontract with any sub-recipient who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the Commonwealth of Virginia.

B. The Sub-recipient shall be as fully responsible to the Owner for the acts and omissions of the Sub-recipient's sub-recipients, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Sub-recipient.

C. The Sub-recipient shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind sub-recipient to the Sub-recipient by the terms of the contract documents insofar as applicable to the work of sub-recipients and to give the Sub-recipient the same power as regards terminating any subcontract that the Owner may exercise over the Sub-recipient under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any Sub-recipient and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Sub-recipient represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Sub-recipient or the Sub-recipient's sub-recipients may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Sub-recipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Sub-recipient's compensation which are mutually agreed upon by and between the Owner and the Sub-recipient, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Sub-recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Sub-recipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Sub-recipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the sub-recipients with such regulations, and shall be responsible for the submission of affidavits required of sub-recipients there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Sub-recipient shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Sub-recipient from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF SUB-RECIPIENT

The Sub-recipient covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Sub-recipient further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The SUB-RECIPIENT will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Sub-recipient under this Contract are confidential, and the Sub-recipient agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Sub-recipient certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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EXHIBIT B – HR&A Proposal

