

Northern Virginia Regional Commission Request for Proposals

Northern Virginia Clean Water Partners Social Media Support Services

Request for proposal issued	February 24, 2023
Questions deadline	March 8, 2023 5:00 PM
Due date for proposals	March 22, 2023 5:00 PM
Deliver electronically to:	rmurphy@novaregion.org

Northern Virginia Regional Commission (NVRC) reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure. NVRC does not discriminate against faith-based organizations, or against any other offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law.

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Northern Virginia Regional Commission
Request for Proposals
Northern Virginia Clean Water Partners Social Media Support Services

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1. Introduction

a. Purpose of Solicitation

The Northern Virginia Regional Commission (NVRC) is soliciting proposals from qualified individuals or firms to serve as an independent consultant for the development and implementation of a comprehensive social media strategy for the Northern Virginia Clean Water Partners (NVCWP)'s public education and outreach campaign, including production of new campaign videos, enhancement and maintenance of the NVCWP website, and messaging over NVCWP social media platforms.

b. Background

For over 10 years, NVRC has provided coordination to the NVCWP, a group composed of local governments, drinking water and sanitation authorities, schools, and businesses that share the common goals to keep Northern Virginia residents healthy and safe by reducing the amount of pollution from stormwater runoff that reaches local creeks and rivers, and empower individuals to take action to reduce pollution. To meet these goals, the Partners identify high priority water quality issues for the region and work together to engage and educate residents on ways that they can improve their stormwater-related behaviors. Example water quality issues include winter salt, nutrients from fertilizer and dog waste, bacteria, and illicit discharges.

To engage residents throughout Northern Virginia, the NVCWP conducts an annual Regional Stormwater Education Campaign using a combination of social media, local engagement activities, television advertisements, printed materials, and the OnlyRain website. In particular, the campaign utilizes messaging to target everyday actions that residents can take around their homes and communities to reduce pollution, such as picking up dog waste, reducing fertilizer use, and cleaning up excess winter salt. The NVCWP currently has Facebook, Twitter, and Instagram accounts to share campaign messaging as well as highlight relevant projects that the Partners have completed in the region to reduce pollution. Television advertisements, printed materials, and other resources from the campaign can be viewed on the NVCWP website: www.onlyrain.org.

NVRC, on behalf of the NVCWP, looks to implement new social media content strategies that build on prior campaign years and continue to improve residents' stormwater-related knowledge and behaviors. This includes the production of new campaign videos, enhancements and maintenance of the NVCWP website, and new, unique content for the NVCWP social media platforms. Overall, the Partners seek to incorporate these strategies to ensure that they are most effectively reaching their target audiences and enhancing engagement and education opportunities through the annual campaign.

NVRC is allocating \$65,000 to perform this work for the initial contract period.

c. Relationship of the Parties

NVRC is a public body, created in 1969, whose programs and policies are established by a 24-member Board of Commissioners composed entirely of elected council and board members appointed by the governing bodies of thirteen member localities. NVRC's work covers a wide range of issues of concern to the member governments and the region.

The selected individual(s) or firm(s) ("Contractor") will be engaged as an independent contractor and not as an employee of NVRC. The Contractor shall not act as an agent or representative of NVRC, unless agreed by the parties in writing. NVRC shall not withhold any taxes or in any manner treat the Contractor as an employee in provision of payment or fringe benefits. Contractor will be retained for the purpose of work described in Section 2 below and will provide a completed IRS form W-9 at the time of engagement.

2. Scope of Work

The Contractor will provide social media communications services to the NVCWP that support and expand public awareness of the Regional Stormwater Education Campaign over 12 months. These services may include the following tasks:

a. Develop Social Media Campaign Strategy:

1. Develop a social media campaign and content strategy that highlights the importance of maintaining clean water in Northern Virginia and behavior changes that the campaign's target audiences can take to reduce stormwater runoff and improve water quality. The social media strategy should be implementable across the NVCWP's current platforms (Facebook, Instagram, and Twitter) and any other new platforms as seen fit.
2. Participate in at least two meetings over the year with NVRC and other members of the Clean Water Partners to review existing content, develop new messages, and brainstorm other education and outreach strategies that could be incorporated into the campaign.
3. Within the social media strategy, develop original social media content with relevant written messages and graphics that will aim to improve residential stormwater management knowledge and behaviors.
4. Develop a year-long social media content schedule to include at least two original content posts per week and one shared/re-tweeted post per week assuming an ad purchase of approximately \$2000 per month.

b. Implement Social Media Strategy:

1. Implement a campaign strategy (as developed in Task a) with posts and paid ads of approved content to the NVCWP social media platforms based on schedule from Task a.4.
2. Receive approval of all proposed media buys from NVRC staff prior to purchasing any ad space.
3. Monitor and regularly report on social media platform metrics, such as post likes and engagements as well as new followers.
4. Develop recommendations and report on ways to make the paid ads most effective based on testing and comparing performance (i.e., views, shares, likes, comments, etc.) of different ads during the campaign.

c. Produce new NVCWP campaign videos:

1. Work with NVRC/NVCWP to develop a short, motion-graphic video (30 seconds or less) to incorporate into the campaign strategy with both English and Spanish language options. The video should address actions that residents can take to address at least one water quality pollution issue, such as dog waste, illicit discharge, or winter salt application.
2. Once the videos are created, coordinate with NVRC/NVCWP to share across social media platforms and incorporate into the TV advertisement portion of the campaign.

d. Manage OnlyRain.org:

1. Update website graphics and page contents with relevant information and resources as provided by NVRC/NVCWP.
2. Track website use metrics, e.g., how visitors arrive at the website, pages that were visited, where visitors were located, and how long they stayed on the site.
3. Work with NVRC and/or other members of Clean Water Partners to add updated written content and resources onto the website as needed.

3. Project Schedule

Request for proposal issued:	February 24, 2023
Questions deadline:	March 8, 2023 5:00 PM
Due date for proposals:	March 22, 2023 5:00 PM
Selection of finalist:	April 3, 2023
Expected contract date:	April 15, 2023

Contract Award Period: One year from date of contract agreement, with one (1) one-year renewal period option. Services shall commence upon conveyance of fully executed agreement.

4. Qualifications

The Contractor should have the ability to service all aspects of this contract with in-house resources and minimal reliance on subcontractors. The Contractor must also be able to begin work immediately following the contract date.

To demonstrate experience, the Contractor must be able to provide three projects that the agency has led that involve environmental, public safety, and/or public health-related outreach campaigns on behalf of government or non-profit agencies.

It is also preferred that Contractors are located in Northern Virginia, or the immediate vicinity.

5. Proposal Requirements

a. General Requirements

1. Inquiries: Inquiries concerning the Request for Proposals or the proposed engagement must be made in writing and received at rmurphy@novaregion.org by 5:00 PM on March 8, 2023.
2. Submission; Deadline; Official Time; Consequences of Lateness: To be considered, an electronic copy of the proposal must be received by rmurphy@novaregion.org by 5:00 PM on March 22, 2023. Pages should be numbered, and each section should be clearly marked. Offerors should include "Northern Virginia Clean Water Partners Social Media Support Services" in the subject line.

The time stamp of the email transmittal will serve as the official source of time.

Proposals received after the date and time prescribed shall not be considered.

3. Cost of Preparing and Submitting Proposals Not Reimbursable:
Firms/individuals responding to this RFP will not be paid for any costs incurred in the preparation or submission of a proposal, or in appearing before persons participating in the selection process.

b. Required Proposal Contents

Proposals should be prepared simply and economically providing a straightforward and concise description of the offeror's ability to meet the requirements of this RFP. The proposal should be no more than twenty (20) pages in length. Proposals should follow the format described below and include all the information requested below.

1. Cover Letter and Table of Contents: The cover letter should be no more than one page in length and should serve as an executive summary of the proposal.
2. RFP Submission Form: An RFP Submission Form with the signature of a person authorized to submit the proposal on behalf of the Offeror must be provided with the proposal. A blank RFP Submission Form is provided as Attachment A.
3. Proposal: The proposal should address the following elements in relation to the Scope of Work described in Section 2 and the Qualifications stated in Section 4. Failure to address any of these elements may result in the proposal being deemed nonresponsive and therefore disqualified from consideration.
 - a. Discuss offeror's approach and ability to complete each of the tasks in Section 2. Propose a schedule to complete the tasks.
 - b. Discuss any other capabilities that the Contractor believes can benefit the outcomes of the work.
 - c. Discuss the offeror's qualifications and how they pertain to the Scope of Work. Provide CVs or resumes of the proposed project manager and team members. Discuss any other qualifications that the Offeror believes can benefit performance of the work outlined in this RFP.
 - d. Discuss experience from at least three projects the Offeror has led that include environmental, public safety, and/or public health outreach campaigns on behalf of government or non-profit agencies. Examples should include the following:

- i. Client requirements
 - ii. The budget, goals, and objectives
 - iii. Strategy developed to achieve goals and objectives, including any campaign metrics
 - iv. Discuss any additional experience the Contractor believes addresses this RFP
 - v. Online or otherwise electronic examples of any social media content, i.e., messaging and/or graphics, developed. Examples will not be counted in the twenty-page limit.
4. References: Provide contact information for at least three clients that NVRC may contact. For each reference, indicate the following:
- a. Client Name
 - b. Contact Name and Title
 - c. Contact Phone Number and Email
 - d. Business/Industry of Client
 - e. Service Description
 - f. Length of Relationship
 - g. Brief explanation regarding the end of the business relationship, if applicable. Attachment B may be used as a template for providing this information.
5. Nonbinding Price Proposal: Propose the cost for each task and enter it into a table with the following format.

Task	Estimated cost
1	
2	
3	
4	
5	

Total	
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c. Time Requirements

The following is a list of key dates for receipt and evaluation of proposals:

- Request for proposal issued February 24, 2023
- Questions deadline March 8, 2023 5:00 PM
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d. Selection of Contractor and Evaluation Procedures

Proposals received by the stated deadline will be evaluated by a selection committee expected to include representatives of the NVRC and the Northern Virginia Clean Water Partners. The selection committee will base its recommendation on overall responsiveness and on the “Evaluation Criteria” set forth below. Additional information may be requested by the selection committee at any time prior to making a final recommendation to NVRC and may be among other factors considered.

Please Note: NVRC is using a competitive negotiation process in this selection. The statutory authority for this is provided in the Virginia Public Procurement Act. Initial selection will be made among offerors deemed to be fully qualified and offering the best value among those submitting proposals, based on the factors detailed in this RFP – including price, since it is identified as a factor. However, price is not the sole or primary determining factor in the final selection.

Based on the results of a preliminary evaluation, the highest rated offerors may be invited to make oral presentations. The selection committee will then conduct a final evaluation of the firms.

e. Evaluation Criteria

Evaluation criteria will include the following. Percentages indicate relative importance among these factors.

Criteria	Weight
Qualifications of key personnel	25%

Agency's capacity, resources, and approach to complete each of the tasks in the Scope of Work and proposed timeline	30%
Descriptions of experience from at least three relevant projects	20%
Quality of reference feedback	15%
Office location in Northern Virginia or nearby vicinity	5%
Cost	5%

f. Oral Presentations

During the evaluation process, the selection committee may, at its discretion, request any one or all offerors to make oral presentations. Such presentations will provide each with an opportunity to answer any questions the committee may have on the proposal. Not all offerors may be asked to make oral presentations.

g. Recommendation of Selection Committee

Selection of finalist(s) will be made based on the assessment that one or more proposal(s) is responsive to the solicitation and is most advantageous to NVRC, at a fair and reasonable price.

Although the selection committee may recommend that NVRC contract with one individual or firm that can perform all tasks or use subcontractor for some of the work, NVRC reserves the right to enter contracts with multiple entities, each focusing on fulfilling different requirements, if this is determined to be in the best interest of NVRC.

Neither NVRC nor its agents or funders engages in discrimination against any Offeror because of race, religion, color, sex, sexual orientation, gender identity, nationality, origin, age, disability, or any other basis prohibited by federal or state law (VA) relating to discrimination in employment.

h. Contract Development

Once an entity is selected to enter contract negotiations, NVRC reserves the right to propose a contract that amends the scope of the RFP or the entity's proposal prior to signing the contract. At the same time, this RFP and the entity's proposal may be incorporated by reference directly into the final contract.

i. Contingency of the Contracts

Award of contracts to the selected individual(s) or firm(s) is contingent upon:

- The budget and appropriation of funds (if necessary); and
- The successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

j. Right to Reject Proposals

NVRC reserves the right to reject any or all proposals, or to modify or cancel this solicitation, if it is in the interest of NVRC.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between NVRC and the entity selected.

6. Contract Terms and Conditions

- a. Conflict:** In the event of a conflict between the contract documents, including these Contract Terms and Conditions, the final executed contract documents shall control.
- b. Alien employment:** Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
- c. Anti-Discrimination:** The Contractor certifies to NVRC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code

of Virginia 2.2.4343.1E).

The following provisions apply to all contracts over \$10,000:

1. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or offeror for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and offerors for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. 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.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

d. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of NVRC.

e. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available for the purchase of such goods and/or services. NVRC's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

- f. Changes and Additions:** It shall be the responsibility of the Contractor to notify NVRC, in writing, of any necessary modifications or additions in the Scope of the contract. Compensation for changes or additions in the Scope of the contract will be negotiated and approved by NVRC, in writing.

Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to the contract prior to NVRC's approval in writing shall be at the total risk of the Contractor and said work may not be compensated by NVRC.

- g. Conflicts of Interests:** The Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring supplies, equipment, materials, or other goods on the same project.
- h. Contractor's Failure to Perform:** Failure of the Contractor to perform the contract by reason of NVRC's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by NVRC and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by NVRC of any other rights or remedies available to NVRC by law or contract.
- i. Contractual Disputes:** The Contractor shall give written notice to NVRC of his/her intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to NVRC no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, NVRC shall reduce its decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

- j. Copyright Protection:** Contractor agrees to defend and save NVRC, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
- k. Default:** In event of default by Contractor, NVRC reserves the right to procure the

goods and/or services from other sources and hold Contractor liable for any excess cost occasioned thereby. Such actions taken by NVRC shall not release the Contractor from additional remedies that may be allowed by law.

- l. Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and offerors 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) 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 sub-Contractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- m. Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed, or amended unless in writing and signed by the parties hereto.
- n. Exemption from Taxes:** NVRC is exempt from state sales tax and federal excise tax. A tax exemption certificate indicating NVRC's tax exempt status will be furnished by NVRC upon request.
- o. Faith-based Organizations:** NVRC does not discriminate against faith-based organizations.
- p. Governing Law:** This contract shall be made, entered into, and shall be performed in the NCR, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this the contract, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of Fairfax County, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction

and venue of the U.S. District Court for the Eastern District of Virginia, Alexandria Division.

The Contractor shall not cause a delay in services because of litigation pending or during litigation proceedings, except with the express, written consent of NVRC or written instruction/order from the Court.

- q. Indemnification:** Contractor shall defend and indemnify NVRC, and NVRC's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Contractor, its employees, agents, and volunteers, or incurred by or claimed against NVRC, NVRC's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by Contractor. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by NVRC due to the negligent, fraudulent, or criminal acts of Contractor or any of the Contractor's officers, shareholders, employees, agents, sub-Contractor, or any other person or entity acting on behalf of Contractor. Unless otherwise provided by law, the indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
- r. Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of NVRC.
- s. Invoicing/Payment and Interest:** Prior to payment the Contractor shall provide their federal employer identification number. Payment to the Contractor shall be made not more than forty-five (45) days after goods or services are received; or not more the forty-five (45) days after the invoice is rendered, whichever is later.

Unless otherwise provided under the terms of this contract, interest for late payment shall not exceed one percent (1%) per month.

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by NVRC, for each payment requested. Each invoice shall also include a detailed

breakdown of all charges. Along with a summary of work accomplished, work to be accomplished in the next invoice, and if there are any barriers to completion.

All such invoices will be paid promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

- t. Laws, Regulations:** Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations.
- u. Ownership of Documents:** Any data generated, reports, specifications, blueprints, negatives, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of NVRC, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of NVRC. Documents and materials developed by the Contractor under the resulting contract shall be the property of NVRC; however, the Contractor may retain file copies, which cannot be used without prior written consent of the Owner. NVRC agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified when the Contractor is not the firm of record.
- v. Payments to Subcontractors:** Within seven (7) days after receipt of amounts paid by NVRC for work performed by a subcontractor under this contract, the Contractor shall either:

 - a. Pay the Subcontractor for the proportionate share of the total payment received from NVRC attributable to the work performed by the Subcontractor under this contract; or
 - b. Notify NVRC and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractors to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower tier Subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of NVRC.

- w. Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by NVRC and its employees, agents, or authorized representatives after giving at least three (3) day notice to the Contractor by NVRC. NVRC shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by NVRC to the Contractor pursuant to this contract or any renewal or extension of this contract. NVRC's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace to conduct audits. All records and information generated under the contract shall be property of NVRC, whether retained by NVRC or the Contractor. The Contractor shall not make any other use of this information; expect to provide service to NVRC under the contract, unless specifically authorized by NVRC in writing.
- x. Responsibility of Contractor:** The Contractor shall, without additional costs or fee to NVRC, correct or revise any errors or deficiencies in his performance. Neither NVRC's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by NVRC, and the Contractor shall remain liable to NVRC for all costs which are incurred by NVRC because of the Contractor's negligent performance of any of the services furnished

under the contract.

- y. Rights and Remedies Not Waived:** In no event shall the making by NVRC of any payment to the Contractor, or the waiver by NVRC of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by NVRC of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by NVRC while any such breach or default exists shall not impair or prejudice any right or remedies available to NVRC.
- z. Safety:** The Contractor and sub-contractors performing services for NVRC are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and any other applicable rules and regulations. Also, all Contractors and sub-contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- aa. Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of NVRC. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. NVRC shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by NVRC. If NVRC delays a task order for any reason for a continuous period of ninety (90) days or more, NVRC and Contractor will negotiate a mutually agreeable adjustment to the Contractor's fee.
- bb. Severability:** If any provision of the contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of the contract shall be valid and enforced to the full extent permitted by law.
- cc. Submissions:** All correspondence, design/review documents, reports, etc. prepared by the Contractor shall be distributed to NVRC's assigned manager for each task in

the format and number of copies as directed by the task statement of work.

dd. Termination for Cause: In the event that the Contractor shall for any reason or through any cause be in default of the terms of this contract, NVRC may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Proposal/ or as provided in this contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, NVRC may immediately cancel and terminate this contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to NVRC any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this contract may be immediately cancelled and terminated by NVRC and provisions herein with respect to opportunity to cure default shall not be applicable.

ee. Termination for Convenience: NVRC may at any time, and for any reason, terminate this contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's proposal or as provided in this contract. In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for the work satisfactorily completed, and accepted by NVRC, at the time of termination. If NVRC terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contractor, and turn over to NVRC any work completed or in process for which payment has been made.

ff. COVID-19 Procedures: All Contractors and subcontractors performing services for the NVRC are required and shall comply with all policies and procedures for COVID-19 from the Occupational Safety and Health Administration (OSHA), Virginia Department of Health (VDH) and Centers for Disease Control (CDC) and all other applicable County/City and State rules and regulations. Contractor's employees who are known or suspected to be infected with SARS-CoV-2 virus shall not report to or remain at the worksite until cleared to return to work. Contractor shall immediately report to NVRC if an employee who is positive for COVID-19 has been at NVRC facilities or in contact with NVRC personnel. Contractor shall keep confidential the identity of the personnel known to be infected with SARS-CoV-2 virus in accordance

with the requirements of the Americans, with Disabilities Act (ADA) HIPAA, and other applicable federal and Virginia laws and regulations.

gg. Insurance: Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and property damage as may arise from or in conjunction with the work performed on behalf of NVRC by the Contractor, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the Contractor for the duration of the contract period; for occurrence policies. Claims made against the policies must extend reporting period for two (2) years after expiration date.

Requirements for minimum coverage and limits are expected to include:

- Commercial General Liability Insurance: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile Liability Insurance: \$1,000,000 per occurrence
- Workers Compensation Insurance: Yes
- Employer's Liability Insurance: \$500,000 per accident/\$500,000 per disease; \$500,000 per policy disease limit
- Umbrella or Excess Liability Insurance: \$5,000,000 per occurrence / \$5,000,000 aggregate.

Additional coverage provisions may be required, such as:

a. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. NVRC, its officers, officials, employees, agents, and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by NVRC.
4. Contractor shall provide 30 days' written notice to NVRC before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

5. All coverage for subcontractors of the Contractor shall be subject to all the requirements stated herein.
6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided NVRC, its officers/officials, agents, employees, and volunteers.
7. The insurer shall agree to waive all rights of subrogation against NVRC, its' officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
8. The Contractor shall furnish NVRC certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
9. All insurance shall be placed with insurers authorized to do business in the jurisdiction where work is to be performed and maintaining an A.M. Best rating of no less than an A: VII.

Attachment A: RFP Submission Form

Must be returned with proposal

1. SUBMITTING ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Indicate which of the following apply:

Individual Offeror	_____	_____
Corporation (specify)	_____	_____
Partnership (specify)	_____	_____
Sole Proprietor	_____	_____
Other (specify)	_____	_____
Small Business	_____	_____
SWaM Certified	_____	Certification Number _____

Organized under the laws of the State of _____ Year: _____

Principal place of business located at:

Address: _____

Usual office location of personnel to be assigned (if different):

Address: _____

eVA Vendor Code: _____ DUNS #: _____

2. VIRGINIA CONFLICT OF INTEREST

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., of the Code of Virginia (1950), as amended, (The Code), the Virginia State and Local Government Conflict of Interests Act.

The Offeror (____) is (____) is not aware of any information bearing on existence of any potential conflicts of interest or violation of ethics in public contracting. If yes, explain.

3. OTHER INFORMATION

- a. General character of work normally performed by you / your firm:

- b. List the names of subcontractors, if any, you propose to use for this project, including contact person, anticipated role, anticipated level of effort, address, phone number, and email

- c. Bankruptcy Information: Has the Offeror ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? No Yes

Elaborate on the response if desired:

- d. Citations or Legal Action: Has the Offeror ever received any citations, notices of violation, legal proceedings, disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date, and reason for action. If there are no violations, provide a statement of such.

- e. Previous Contracts: Has the Offeror ever failed to complete any contract awarded?
No Yes

If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

4. CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and may result in fines, prison sentences and civil damage awards.

I certify the responses to the above representations, certifications and other statements are accurate and complete. I agree to abide by all conditions of the Request for Proposals and certify that I am authorized to sign for the Offeror.

Signature _____ Date _____

Name (Printed) _____ Title _____

Attachment B: References Template

Must be returned with proposal

Provide three (3) references, that the individual/firm has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Telephone No. _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Type of Business/Industry: _____

Start and End Dates and Type of Service(s) Provided:

Reason for Concluding Relationship:

Reference 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Telephone No. _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Type of Business/Industry: _____

Start and End Dates and Type of Service(s) Provided:

Reason for Concluding Relationship:

Reference 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Telephone No. _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Type of Business/Industry: _____

Start and End Dates and Type of Service(s) Provided:

Reason for Concluding Relationship:
