

REQUEST FOR PROPOSAL AND STATEMENT OF QUALIFICATIONS

Issue Date: May 4, 2026

RFP/SOQ #: 1

Title: West Piedmont Stormwater Vulnerability Assessment

Issuing Agency: West Piedmont Planning District Commission
Michael Armbrister, Executive Director
1100 Madison Street
PO Box 5268
Martinsville, VA 24115

OFFER INFORMATION

In compliance with this Request for Proposal and Statement of Qualifications and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services in accordance with the attached signed Request for Proposal and Statement of Qualifications or as mutually agreed upon by subsequent negotiation.

Name and address of firm:

_____ Zip Code: _____

FEI/FIN No.: _____

Federal ID No. _____

Contact Person: _____

Date: _____

By: _____ (signature)

Name: _____ (printed name)

Title: _____

Phone: (_____) _____

Fax: (_____) _____

Email: _____

INITIAL PERIOD OF CONTRACT:

From September 1, 2026 to April 1, 2028

Sealed Proposals and Statements of Qualification will be received until **4:00 p.m., EST on July 3, 2026** by the West Piedmont Planning District Commission located at **1100 Madison Street, PO Box 5268, Martinsville, VA**. To be considered, all Proposals and Statements of Qualification must be received at this address on or before the date and hour stipulated. Proposals and Statements of Qualification

received after the date and hour designated are automatically disqualified and will not be considered.

The West Piedmont Planning District Commission does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment. The West Piedmont Planning District Commission is an EOE.

ADDITIONAL INFORMATION

All inquiries for additional information should be directed to:

Name: Paul Jadrnicek, Community Development Specialist
(Alternate: Michael R. Armbrister, Executive Director)
Phone: 276-638-3987
Email: pjadrnicek@wppdc.org; marmbrister@wppdc.org

I. INTRODUCTION AND PURPOSE

The West Piedmont Planning District Commission (WPPDC) is soliciting sealed Proposals and Statements of Qualifications from qualified consulting firms to conduct a **Regional Stormwater–Sewer Vulnerability Assessment** for its service area, which includes **Franklin, Henry, Patrick, and Pittsylvania Counties; the Cities of Danville and Martinsville; and the Towns of Rocky Mount, Boones Mill, Stuart, Chatham, Gretna, Ridgeway, and Hurt.**

The purpose of this RFP/SOQ is to identify a consultant (or consulting team) with demonstrated experience in stormwater and sewer analyses, flood risk assessment, GIS and data integration, stakeholder engagement, and resilience planning to support WPPDC and its member localities in identifying, mapping, and prioritizing stormwater-sewer infrastructure vulnerabilities, while also developing a list of recommended flood mitigation projects and policies to implement at the local and regional levels.

The assessment will form a foundational planning tool to support ongoing flood mitigation, critical infrastructure improvements, nature-based infrastructure implementation, state and federal grant applications, and long-term resilience planning across the West Piedmont region, consistent with priorities identified in the most recent Regional Hazard Mitigation Plan and statewide efforts in Virginia to bolster, including the upcoming **Virginia Flood Protection Plan** (to be delivered no later than December of 2026). Where feasible, efforts should be coordinated with ongoing local flood resilience efforts and an upcoming update to the Hazard Mitigation Plan.

II. BACKGROUND AND PROJECT DESCRIPTION

The WPPDC has received funding through the Virginia Department of Conservation and Recreation's **Community Flood Preparedness Program** to conduct a **regional stormwater-sewer vulnerability assessment** and associated capacity-building activities.

Flooding has been identified as a **high-priority hazard** across the West Piedmont Planning District, with both riverine and pluvial flooding causing significant impacts in and outside of designated flood zones. Many localities in the region face challenges related to aging infrastructure, limited local technical capacity, socioeconomic vulnerability, and changing precipitation patterns.

The Regional Stormwater–Sewer Vulnerability Assessment will achieve the following goals:

- (1) Provide a regional assessment & GIS inventory of stormwater-sewer systems and their vulnerability to high intensity rainfall events. This assessment and inventory will be developed to be utilized for long-term planning efforts, with regular updates to ensure continued relevance.
- (2) Identify priority areas where stormwater-sewer deficiencies currently pose elevated risks to public safety, property, critical infrastructure, and vulnerable populations, including locations where

recurring flooding is impacting residential neighborhoods, commercial centers, roadways, and emergency access routes OR where current stormwater measures could fail, leading to potentially catastrophic damage. Further analysis on these areas should focus on assessing stormwater capacity to convey high intensity rainfall events, identifying potential vulnerabilities within these areas for future flood mitigation projects.

- (3) Identify priority sites to carry out more detailed site assessments, focusing on stormwater structures that could require significant rehabilitation or investment in supplemental flood mitigation measures.
- (4) Identify geographic areas and strategic sites where nature-based infrastructure could be implemented to reduce runoff, increase infiltration, and mitigate stormwater-sewer flooding. Additionally, it should identify areas where temporary flood resilience functions could be located to reduce the load placed on regional stormwater infrastructure and support disaster response.
- (5) Identify data gaps to be filled in advance of future mitigation projects and suggested strategies to meet these needs.
- (6) Establish priorities for flood mitigation projects throughout the region to guide regional and local planning.

The assessment will be conducted in collaboration with WPPDC staff, local governments, public utilities, regional water authorities, and other relevant stakeholders.

“Nature-Based Infrastructure” is defined by the Federal Emergency Management Agency as “Sustainable planning, design, environmental management, and engineering practices that weave natural features or processes into the built environment to build more resilient communities.” At the watershed scale, these efforts include Land Conservation, Wetland Restoration/Protection, large Stormwater Parks, and Floodplain restoration. At a smaller scale, Nature-Based Infrastructure includes Rain Gardens, Bioswales, Green Roofs, Rainwater Harvesting Systems, Permeable Pavement, and Sponge Parks.

III. SCOPE OF SERVICES

Contractor will conduct a Stormwater Vulnerability Assessment of the West Piedmont Planning District, all proposals should include a preliminary project schedule. The anticipated project duration is eighteen (18) months.

Note on Timeline/Order of Actions to Be Completed: As FEMA is in the midst of updating flood maps throughout the region, activities should be prioritized based on how far along a locality is in the process of updating and adopting revised FEMA flood maps

1) Initial Data Collection

- a) Gather existing stormwater and sewer infrastructure data, focusing on government owned or managed stormwater infrastructure (including local, state, and federal entities)
- b) Review existing planning documents to establish a foundational understanding of current planning priorities and potential gaps to be addressed through this assessment
- c) Identify data gaps that would need to be filled in advance of further analysis or would need to be gathered in future planning efforts
- d) Establish rainfall event(s) to be utilized in capacity analysis
- e) Assess available elevation, land coverage, and other relevant data points for further analysis of priority sites (see **Task Item 4: Site Assessments and Further Analysis**) and strategic sites for permanent nature-based infrastructure or temporary flood resilience functions
- f) Gather available data on soil types, permeable and impermeable surfaces, major construction/development sites, and other factors that could impact flooding intensity and duration to be utilized in further analyses
- g) Develop analysis strategies and methods that best utilize the available data to generate meaningful findings to support local and regional flood resilience efforts

- h) Identify sites, either publicly-owned or easily acquired, where localities could implement either permanent nature-based infrastructure improvements or temporary flood resilience measures
- i) Identify septic usage across the PDC, especially in areas where expansion of sewer/stormwater systems is likely within the next 30 years
- j) Assess general suitability for Nature-Based Infrastructure for localities included in this assessment
- k) Align data collection, wherever feasible, with ongoing resilience planning or hazard mitigation planning efforts to avoid potential redundancies
- l) Establish parameters for identifying priority areas and sites (**see Task Item #3: Data Analysis and Identification of Priority Areas**), focusing on population centers, major roadways, and other stormwater-sewer infrastructure that could, if flooded, significantly impact the health and safety of residents

2) Stakeholder and Public Engagement Strategy

- a) The consultant shall develop and implement a public engagement strategy tailored to West Piedmont's communities, which will include, at a minimum:
 - i) Regular meetings with regional and local workgroups (nominated by the WPPDC) and as-needed stakeholder meetings with localities to support data collection efforts. The specific expectations for these will be established during the contract negotiation process.
 - ii) An interactive survey to gather community data on stormwater vulnerabilities
 - iii) At least 1 public workshop or open house
 - iv) If possible, align any public engagement strategies with ongoing Hazard Mitigation and Flood Resilience Planning efforts to best facilitate meaningful engagement and information

3) Data Analysis and Identification of Priority Areas & Sites

- a) Analyze collected data to determine stormwater/sewer vulnerabilities from pluvial and riverine flooding (including from dam breaks and snow melt) along with potential mudflows/mudslides from flooding or related disasters such as wildfires
- b) Identify regional priority areas (including population centers and critical infrastructure corridors) and priority sites within the jurisdictions, focusing on publicly owned and managed infrastructure, including those managed by local governments, state/federal agencies, and other relevant public bodies.
 - i) *“Priority Areas” are defined as areas to focus assessment efforts based on a variety of factors, including (1) The presence of Publicly Owned Stormwater Infrastructure, (2) Flooding History, (3) Population Concentration, (4) Data availability, and (4) Vulnerability to flooding impacts*
- c) Identify priority sites for further assessment, focusing on stormwater structures needing additional investigation to determine potential repair, reconstruction/replacement, other improvements, or construction of supplementary infrastructure alternatives. The minimum number of sites shall be determined in the contract negotiation phase for this project.
 - i) *“Priority Sites” are defined as stormwater/sewer structures that are determined likely to be inadequate for stormwater flow or have some other structural vulnerability which (1) Reduces its capacity to convey floodwaters in a major rainfall event, or (2) is at a high risk of potential collapse/failure. Selection of sites should avoid any redundancies with studies/projects already in-progress to maximize benefits for local jurisdictions.*
- d) Identify potential sites for permanent nature-based infrastructure on strategic sites identified in **Task 1: Initial Data Collection**. If sites are not suitable for permanent nature-based solutions, assess suitability of these sites for other flood resilience functions to alleviate stormwater system loads and support disaster response efforts.

4) Site Assessments and Additional Analysis

- a) Conduct field assessments of priority sites identified in **Task 3: Data Analysis and Identification of Priority Areas & Sites**
- b) Conduct additional hydrologic or hydraulic analyses when feasible for priority sites and priority areas
- c) Conduct relevant analyses to help further define suggestions for permanent nature-based infrastructure at strategic sites (as described in **Task 1: Initial Data Collection**)

5) Identification of Mitigation Actions

- a) Develop short-, mid-, and long-term recommendations for stormwater infrastructure improvements for flood resilience
- b) Evaluate traditional/gray, nature-based, and hybrid infrastructure alternatives for priority areas and priority sites
- c) Develop detailed suggestions for permanent nature-based infrastructure solutions for strategic sites or sites for temporary flood resilience functions
- d) Develop general recommendations for nature-based infrastructure for localities based on the suitability of soil types, availability of open land, and current stormwater best practices
- e) Prepare preliminary cost estimates and identify funding opportunities for mitigation actions

6) Mapping and GIS Products

- a) Create an interactive regional GIS mapping product that identifies assessment findings including:
 - i) An inventory of stormwater systems and vulnerabilities in the West Piedmont Planning District
 - ii) Locality-specific infrastructure recommendations
 - iii) Strategic sites for nature-based infrastructure or temporary
 - iv) Priority Sites and Priority Areas (including project recommendations)
 - v) Data gaps
- b) Transfer final mapping products to WPPDC to house on their website to support long-term planning and regular updates

7) Assessment Preparation and Submission for Review

- a) Prepare a draft Stormwater–Sewer Vulnerability Assessment report for feedback from Stakeholders
- b) Document data sources, assumptions, and limitations
- c) Incorporate stakeholder feedback into revised final report
- d) Develop final report and Interactive GIS Map for use by local jurisdictions and agencies
- e) As per requirements from the Department of Conservation and Recreation and Virginia Resources Authority, the following final deliverables are required to be handed over to the WPPDC at the conclusion of the project period (as determined during contract negotiations). All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations
 - i) All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
 - ii) All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
 - iii) All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). **If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.**

IV. REPORTING REQUIREMENTS

The Contractor shall be responsible for the following reporting requirements:

1. Bimonthly reports to Project Manager that shall include updates on the status of the planning process, project expense reports, and any changes to project timeline. Billing invoices shall be submitted according to a timeline determined by the project manager and the contractor during contract negotiation.
2. **An initial report to the WPPDC shall include:**
 - i) A list of the primary contacts for this planning process;
 - ii) A list of the localities in the planning process
 - iii) An initial timeline for the planning effort detailing the start of the planning effort, major deliverable dates, estimated meeting dates, estimated dates for important project milestones, and final date of submission of the assessment and associated documents, map files, etc.
 - iv) A copy of the contract used to hire the contractor for this process
3. Monthly check-in meetings with the Project Manager to best facilitate ongoing plan development and coordinate local participation, data collection, and other needs to be determined by the Project Manager.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. RFP/SOQ Response:

Offerors shall submit:

One (1) original, five (5) copies, and one (1) digital copy of the Proposal and Statement of Qualifications. **Proposals shall not include a fee or cost proposal at this stage. These must be submitted no later than 4:00pm Eastern Time on July 3, 2026 to:**

By USPS:

Michael Armbrister, Executive Director
West Piedmont Planning District Commission
P. O. Box 5268
Martinsville, VA 24115

Delivery other than USPS :

Michael Armbrister, Executive Director
West Piedmont Planning District Commission
1100 Madison Street
Martinsville, VA 24115

B. Proposal Preparation

- 1) Proposals/SOQs shall be signed by an authorized representative of the offeror. All information requested shall be submitted. Failure to submit all information requested may result in the WPPDC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The WPPDC may reject proposals that are substantially incomplete or lack key information.
- 2) Proposals/SOQs should be prepared simply and economically (no binders), providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP/SOQ. Emphasis should be placed on completeness and clarity of content.

- 3) Proposals/SOQs should be organized in the order in which the requirements are presented in this RFP/SOQ. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP/SOQ. It also is helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP/SOQ. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents that cross-references the RFP/SOQ requirements. Information that the offeror desires to present that does not fall within any of the requirements of the RFP/SOQ should be at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP/SOQ requirements are specifically addressed.
- 4) Each copy of the Proposal/SOQ should be bound or contained in a single volume where practical. All documentation submitted with the Proposal/SOQ should be contained in that single volume.
- 5) Ownership of all data, materials, and documentation originated and prepared for the WPPDC pursuant to this RFP/SOQ shall belong exclusively to the WPPDC and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must identify specifically the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document [or line item prices, and/or total proposal prices in a subsequent fee proposal] as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

C. Required Elements of Proposal

Proposals shall include the following:

- 1) **Signed RFP Cover Sheet**
 - a) Cover sheet signed by an authorized representative of the organization
- 2) **Firm and Project Team Qualifications and Experience**
 - a) Identify the qualifications of the firm to complete the proposed activities, including information on the firm's experience with the following:
 - i) Experience with flood resilience planning and analysis in rural counties and cities
 - ii) Experience with stormwater/sewer infrastructure in the local municipal context, including combined stormwater/sewer systems and MS4
 - iii) Experience with stormwater projects involving transportation infrastructure
 - iv) Experience with analysis of potential impacts of dam breaks, mudflows, and snow melt
 - v) Experience with recommending and implementing nature-based solutions and hybrid infrastructure in both urban and rural contexts
 - vi) Experience with Hazard Mitigation Plans or similar regional planning efforts
 - vii) Experience working with local and regional governments in rural areas
 - b) Identify the qualifications of the project team, including relevant experience from the list above

and the following information/documents:

- i) Resumes and roles, identifying primary, secondary, or back-up service and support personnel. Identify those aspects of this contract they are qualified to provide
- ii) Identification of subconsultants, if any

3) Specific Plans for Providing the Proposed Services

- a) Details on the “how, what, and when” for the proposed services being fulfilled
- b) Timeframe for completion

4) Relevant Project Experience and References

- a) At least three (3) comparable projects completed within the past five years

VI. EVALUATION AND AWARD CRITERIA

Proposals will be evaluated based on the following criteria (100 total points):

| Criterion | Points |
|--|------------|
| Qualifications and experience of firm | 20 |
| Experience of key personnel | 15 |
| Experience with regional planning and stormwater/flood studies | 15 |
| Understanding of project and technical approach | 20 |
| Capacity to complete work within schedule | 15 |
| Quality and clarity of proposal | 10 |
| Total | 100 |

Short-listed firms may be invited to participate in interviews.

VII. General Terms and Conditions

Applicable Laws and Courts:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

A. Anti-discrimination:

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

In every contract over \$10,000 the provisions in 1. and 2, written below, apply

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment

because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 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 these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. Ethics in Public Contracting:

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

C. Immigration Reform and Control Act of 1986:

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. Debarment Status:

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

E. Antitrust:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the WPPDC all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the WPPDC, relating to the particular goods or services purchased or acquired by the WPPDC under said contract.

F. Mandatory use of Terms and Conditions for RFP/SOQ:

Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the WPPDC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

G. Clarification of Terms:

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

I. Precedence of Terms:

Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

J. Qualifications of Offerors:

The WPPDC may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the offeror shall furnish to the WPPDC all such information and data for this purpose as may be requested. The WPPDC reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The WPPDC further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the WPPDC that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

K. Assignment of Future Contract:

A contract shall not be assignable by the contractor in whole or in part without the written consent of the WPPDC.

L. Changes to a Future Contract:

Changes may be made to a future contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The WPPDC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of page presentation, and the place of delivery. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the WPPDC a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the WPPDC's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - a. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the WPPDC with all vouchers and records of expenses incurred and savings realized. The WPPDC shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the WPPDC within thirty (30) days from the date of receipt of the written order from the WPPDC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the WPPDC or with the performance of the contract generally.

Note: The above methods shall only be applicable to revising the costs within the original cost proposal, since the contract shall be made for a certain agreed upon amount which cannot be exceeded.

M. Default:

In case of failure to deliver services in accordance with the contract terms and conditions, the WPPDC, after due oral or written notice, may procure them from other sources and hold the contractor

responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the WPPDC may have.

N. Insurance:

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Insurance Coverages and Limits Required:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The WPPDC must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

O. Drug-free Workplace:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

P. Nondiscrimination of Contractors:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an

alternative provider.

VIII. Special Terms and Conditions

A. Audit:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. Cancellation of Contract:

The WPPDC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 18 months, the resulting contract may be terminated by either party, without penalty, after the initial 18 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. Identification of Proposal Package:

The signed bid/proposal should be returned in a package, sealed and identified as follows:

| | | |
|---------------------------------|----------------------|-------------|
| From: _____ | _____ | _____ |
| Name of Bidder/Offeror | Due Date | Time |
| _____ | _____ | |
| Street or Box Number | RFP/SOQ No. | |
| _____ | _____ | |
| City, State, Zip Code | RFP/SOQ Title | |
| _____ | _____ | |
| Name of Contract Officer | _____ | |

The package should be addressed as directed on page 6 of this RFP/SOQ.

If a proposal not marked as noted above is mailed, the offeror takes the risk that the package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the package.

D. Minority/Women-owned Businesses Subcontracting and Reporting:

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the Virginia Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the WPPDC the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

E. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the WPPDC. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the WPPDC the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

IX. Method of Payment

The Contractor shall be paid on the basis of completed and accepted milestones or deliverables completed under the terms of the contract as described on the budget submitted by the Contractor for this project and approved by the WPPDC during the contract negotiations. Compensation shall not exceed the amount stated in the project contract. The Contractor shall invoice the WPPDC with supporting documentation as appropriate to milestones determined by negotiation and their completion. Invoices shall cite the contract number and purchase order number assigned to the contract and will be submitted to the address shown on the contract.

In addition, the following terms apply:

1. The Contractor shall submit invoices for items ordered, delivered and accepted directly to the payment address shown on the contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the WPPDC shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia, §2.2-4363*).
6. The timing of interim billing and payments and the associated deliverables shall be determined during contract negotiations.
7. Final payment shall be made to the Contractor following completion of all project deliverables and submission of required documents and files

X. ATTACHMENTS/LINKS

- A. West Piedmont Planning District Commission (Planning District 12) Map

Attachment 1: WPPDC Service Area

