



1111 East Main Street, Suite 1920 Richmond, Virginia 23219 (804) 644-3100

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## **Request for Proposals**

### **Legislative Services**

**Due Date: October 11, 2024**

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Notice: VRA does not discriminate against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. VRA does not discriminate against faith-based organizations.

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## **1.0 PURPOSE**

The intent of this Request for Proposals (RFP) and resulting contract is to engage a qualified firm to provide legislative monitoring services to Virginia Resources Authority (VRA).

## **2.0 BACKGROUND INFORMATION**

VRA works with cities, towns, counties, and other political subdivisions of the Commonwealth to provide low-cost loans for a number of project areas, including local government buildings, public safety, transportation, dam safety, wastewater, drinking water, solid waste, storm water drainage, federal facility development, airport, and brownfield remediation projects, among others. Since its creation by the General Assembly in 1984, VRA has funded more than 3,500 critical projects across the Commonwealth, exceeding \$12 billion of investment in Virginia's communities. VRA often works in conjunction with agency partners, such as the Department of Conservation and Recreation, the Department of Environmental Quality and the Department of Health, among others, in its activities in the above-described project areas, particularly programs where VRA serves as the administrator of Commonwealth of Virginia revolving loan funds.

VRA has a significant stake in the legislative and budget activities undertaken by the General Assembly each session. VRA requires a specialist consultant on-site in Richmond during the General Assembly Session to monitor bills, budget actions, and legislative studies. VRA also requires consultant services between General Assembly Sessions.

## **3.0 SCOPE OF SERVICES**

All proposals must be made to either meet or exceed, the requirements contained herein.

Although the final conditions of the Contract will be negotiated, it is anticipated that the following basic elements will comprise the majority of services to be performed:

1. Work as a consultant under the auspices of the VRA Executive Director and Director of Compliance and Policy on assigned VRA-related issues during the General Assembly Session, as well as any extended regular or special session. Consultant services will also be provided between sessions of the General Assembly as needed.
2. Monitor all pertinent legislation throughout the legislative session including legislation that impacts VRA's position in any project area.
3. Monitor General Assembly committee meetings and other relevant meetings as assigned.
4. Monitor the state budget impacts to VRA, including all appropriations.
5. Communicate any important legislative, policy or administrative meeting dates and opportunities for active participation by VRA, including providing political and policy analysis and research, critical feedback, and comments on issues and activities relevant to VRA as needed.
6. Provide other legislative monitoring and guidance to the Executive Director and other VRA staff as requested, including attending meetings at the VRA office in Richmond when requested.

It is important to note that this is not a lobbying engagement. The engagement is to assist VRA in being aware of legislation proposed by the Virginia General Assembly related to VRA, its operations, agency partners, financing programs, and local government borrowers.

#### **4.0 PERIOD OF CONTRACT**

The Contract shall have an initial term of three (3) years. This Contract may be renewed at the expiration of the initial term at the request of VRA. The renewal may be for up to two (2) additional one (1) year periods.

Notice of intent to renew will be given in writing by VRA, normally ninety (90) days before the expiration date of the current Contract.

The Contract may be terminated by either party, with or without cause, upon thirty (30) days' advance written notice to the other party.

#### **5.0 OFFEROR'S MINIMUM QUALIFICATIONS**

Offerors must demonstrate that they have the resources and capability to provide the services as described herein. All offerors shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may cause the proposal to be deemed non-responsive and/or non-responsible and rejected.

The following criteria shall be met to be eligible for this contract:

5.1 Offeror shall have at least five (5) years' experience in providing similar services to comparable public bodies.

5.2 All offerors shall include a list of at least three (3) references for whom comparable work has been performed in the last five (5) years. This list shall include name, person to contact, address, telephone number, e-mail address, and information regarding the engagement such as scope of work and engagement period.

#### **6.0 PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may cause the proposal to be considered non-responsive and rejected.

1. RFP Data Sheet (Attachment A)
2. State Corporation Commission Form (Attachment B)
3. SWaM Qualification Form (Attachment C)
4. IRS Form W-9
5. Certificate of Insurance (Section 8.8)
6. Executive Summary letter to include:
  - a. A statement affirming that the offeror is independent of VRA.
  - b. A commitment to perform the work as required in the RFP.

- c. A statement as to why the offeror believes itself to be the best qualified to perform the work.
  - d. Any uniquely specific information the offeror wishes to highlight.
- 7. Minimum Qualifications Support (Section 5.0), including references.
- 8. Overall approach and understanding of VRA's needs
  - a. Provide a detailed explanation of the approach your firm will pursue to meet or exceed the scope of services. Include information on the following:
    - i. Specifically include information on each item listed in the scope of services Section 3.0.
  - b. Identify and describe potential problems, your approach to resolving these problems, and any specific assistance required from VRA.
- 9. Experience and professional qualifications
  - a. Provide background information on your firm, including the number of years in business and number of employees.
  - b. Provide the location of the office from which the work on this engagement is to be performed.
  - c. Identify the principal supervisory and management staff who will be assigned to the engagement. Provide resumes and relevant experience for each person.
  - d. Describe the type of ongoing training and professional development the specific staff to be assigned receive.
  - e. Provide information on the circumstances and status of any disciplinary action taken or pending against your firm during the past three (3) years by state regulatory bodies and/or professional organizations.
- 10. Compliance with Contract Terms and Conditions
  - a. Provide a statement of compliance with the General Terms and Conditions as contained in Section 9.0.
  - b. Specifically list any deviations and provide justification.
- 11. Cost of Services
  - a. The Offeror must propose a fee structure which is fair and reasonable for the services to be performed. The fee structure shall be based upon a fixed schedule of fees. Fees should be provided for both the initial term of the agreement and all renewal periods.

## 7.0 EVALUATION AND AWARD CRITERIA

VRA will review and evaluate each proposal using the following evaluation criteria:

| <u>Criteria</u>                                   | <u>Points</u> |
|---|---------------|
| Overall approach and understanding of VRA's needs | 25            |
| Experience and professional qualifications        | 25            |
| Compliance with contract terms and conditions     | 10            |
| Cost of services                                  | 20            |
| Overall quality and completeness of proposal      | 10            |
| SWaM Qualification                                | 10            |
| Total   | <u>100</u>    |

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, based on the evaluation criteria above.

Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the RFP in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered but need not be the sole or primary determining factor.

After negotiations have been conducted with each offeror so selected, VRA shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

When the terms and conditions of multiple awards are provided in the RFP, awards may be made to more than one offeror.

Should VRA determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

## 8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

Before submitting a proposal, read the ENTIRE RFP, including the General Terms and Conditions.

### 8.1 Deadlines

A. Proposals must be received via email to [cdoughtie@virginiaresources.org](mailto:cdoughtie@virginiaresources.org) prior to 5:00pm EST on October 11, 2024. Proposals received after this deadline will not be accepted for any reason.

B. Questions regarding this RFP should be submitted in writing only via email to [cdoughtie@virginiaresources.org](mailto:cdoughtie@virginiaresources.org) prior to 5:00pm EST on September 27, 2024. Material questions will be answered via an addendum to the RFP.

C. Addendums can be viewed on the VRA website ([www.virginiaresources.org](http://www.virginiaresources.org)).

### 8.2 Preparation of Proposals

A. All proposals shall be signed by the individual or authorized principals of the firm.

B. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.

C. VRA will respond to all proposal submissions with a confirmation email of receipt.

D. The offeror is responsible for all costs of proposal preparation. VRA is not liable for any cost incurred by an offeror in response to this RFP.

### 8.3 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials to be protected, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

### 8.4 Subcontractors

Offerors shall include a list of all subcontractors in their proposal. Proposals shall also include a statement of the subcontractors' qualifications. VRA reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the offeror may replace that subcontractor with another subcontractor subject to the approval of such contractor by VRA. Any such replacement shall be at no expense to VRA nor shall it result in an extension of time without VRA approval.

### 8.5 Late Proposals

The proposal submission deadline is a material requirement and cannot be waived or adjusted. Any proposal received after the deadline will not be considered for evaluation/award.

8.6 Rights of VRA

VRA reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of VRA. Informality shall mean a minor defect or variation of a proposal from the exact requirements of this RFP which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

8.7 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by any public body of the Commonwealth with the consent of the Contractor.

8.8 Insurance Coverage

Each offeror shall submit a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries with their proposal. The offeror agrees to provide certified copies of all insurance coverage related to the Contract within ten (10) business days of request by VRA. Any request made under this provision shall be deemed confidential and proprietary.



## 9.0 GENERAL TERMS AND CONDITIONS

### 9.1 Anti-Discrimination

By submitting their bids/proposals, bidders/offerors certify to VRA 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 Virginia Code § 2.2-4311 of the Virginia Public Procurement Act. 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 (Virginia Code § 2.2- 4343.1E).

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

1) During the performance of the 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 the requirements set forth herein.

2) The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### 9.2 Applicable Laws and Courts

This solicitation and/or contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any litigation shall be brought in the circuit courts of the Commonwealth, but only in the event the parties are unable to resolve the claim or dispute in good faith by using an alternative dispute resolution as set forth in Section 9.13. The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

9.3 Ethics in Public Contracting

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

9.4 Immigration Reform and Control Act of 1986

By entering a written contract with VRA, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an authorized alien as defined in the federal Immigration Reform and Control Act of 1986.

9.5 Payment

1) VRA shall promptly pay for the completed delivered goods or services by the date on which payment is due under the terms of the contract. If a date is not established by contract, VRA shall pay for the completed delivered goods or services within thirty (30) days after goods or services are received or the invoice is rendered, whichever is later.

2) Offeror must provide his or her social security number or its federal employer identification number.

3) In instances where there is a defect or impropriety in an invoice or in the goods or services received, VRA shall notify the supplier of the defect or impropriety if the defect or impropriety would prevent payment by the payment date. Notice shall be sent within fifteen days after receipt of the invoice or the goods or services.

4) A payment clause that obligates a contractor on a construction contract, in the event that the contractor has not received payment from VRA for work performed by a subcontractor under such contract, to be liable for the entire amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the contractor shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a construction contract contrary to this section shall be unenforceable. Nothing in this

section shall be construed to (i) apply to or prohibit the inclusion of any retainage provisions in a construction contract or (ii) apply to contracts awarded solely for professional services as that term is defined in Virginia Code § 2.2-4301 where VRA is contracting directly with an architectural and engineering firm.

5) If work hereunder is performed by a subcontractor, then, within seven days after receipt of amounts paid to offeror by VRA for work performed by the subcontractor, offeror must either (i) pay the subcontractor for the proportionate share of the total payment received from VRA attributable to the work performed by the subcontractor under the contract, or (ii) notify VRA and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

6) Offeror must pay interest to all subcontractors on all amounts owed by offeror that remain unpaid after seven days following receipt by offeror of payment from VRA for work performed by any subcontractors under the contract, except for amounts withheld as allowed in subsection (4) above.

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

8) Offeror must include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as are set forth in this Section with respect to each lower-tier subcontractor.

9.6 Assignment of Contract

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

9.7 Contract Modifications

The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any 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 contract. No fixed price contract can be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater.

9.8 Drug-Free Workplace

Every contract over \$10,000 shall provide that the offeror agrees to (i) provide a drug-free workplace for the offeror'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 offeror's workplace and specifying the actions that will be taken against employees for violations for such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order 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 the contract by the offeror, 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.

9.9 Non-Discrimination

VRA does not discriminate based on race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. VRA does not discriminate against faith-based organizations.

9.10. Authorization to Conduct Business in the Commonwealth

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if required by Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law. Any business entity described above that enters a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this Section.

9.11. Indemnification

To the extent permitted by law, the contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify VRA, and all of its officials, agents and employees from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

9.12 Contractual Disputes

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring the submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payments of amounts agreed due in the final payment.

No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by VRA's Executive Director, or his or her designee. The contractor may not institute legal action prior to the

receipt of the final written decision on the claim unless VRA fails to render a decision within ninety (90) days of submission of the claim. Failure of VRA to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for VRA's failure to render a decision within ninety (90) days shall be the contractor's right to institute immediate legal action.

9.13 Alternative Dispute Resolution

VRA and the contractor will attempt in good faith to resolve any claim or dispute arising out of or in connection with a contract by using an alternative dispute resolution proceeding as authorized by the Virginia Administrative Dispute Resolution Act, *Virginia Code* § 2.2-4115 *et seq.*

An agreement arising out of any dispute resolution proceeding shall not be binding on VRA unless the agreement is affirmed by VRA.

## Attachment A – RFP Data Sheet

|                           |  |
|---------------------------|--|
| <b>RFP Issue Date</b>     | September 13, 2024   |
| <b>RFP Name</b>           | Legislative Services   |
| <b>RFP Number</b>         | RFP-2024-LS  |
| <b>Issuing Authority</b>  | Virginia Resources Authority (VRA)   |
| <b>Proposal Deadline</b>  | October 11, 2024   |
| <b>Email Proposals To</b> | <a href="mailto:cdoughtie@virginiaresources.org">cdoughtie@virginiaresources.org</a> |

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

|   |  |
|---|--|
| <b>Firm (Offeror) Name</b>                  |  |
| <b>Address</b>                              |  |
| <b>City, State, Zip Code</b>                |  |
| <b>Phone Number:</b>                        |  |
| <b>Email</b>                                |  |
| <b>By and Title</b>                         |  |
| <b>Signature</b>                            |  |
| <b>Date</b>                                 |  |
| <b>Employer Identification Number (EIN)</b> |  |

## Attachment B – State Corporation Commission Form

Please select the applicable box below regarding your Virginia State Corporation Commission (SCC) registration information. The offeror:

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_

**OR**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**OR**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)

**OR**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

**OR**

you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals.

## Attachment C – SWaM Qualification Form

### Instructions

If your firm is SWaM certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD), complete only Section A of this form. DSBSD-certified businesses receive the maximum points allowed for the SWaM Qualification evaluation criteria.

If your firm is not SWaM certified by DSBSD but you plan to use DSBSD-certified subcontractors, complete only Section B of this form. The level of credit given for the SWaM Qualification evaluation criteria for use of DSBSD-certified subcontractors shall be at the sole discretion of VRA.

Check this box if your firm is not SWaM certified by DSBSD and you do not plan to use DSBSD subcontractors. Choosing to not utilize DSBSD subcontractors will result in a score of zero for the SWaM Qualification evaluation criteria.

### Section A

If your firm is certified by DSBSD, provide your certification number: \_\_\_\_\_

### Section B

Populate the table below to list DSBSD-certified businesses which your firm plans to utilize if subcontracting is desired and subsequently approved by VRA. The Offeror must inform all businesses listed on this form that their use is on an “as needed” basis. DSBSD-certified businesses may be contacted by VRA to confirm that the Offeror shared the proper information.

It is important to note that the proposed participation will be incorporated into the subsequent contract and will be a contract requirement. Failure to obtain the proposed participation may result in a breach of the contract.

| SWaM Name | Business | DSBSD Certificate # | Contact Name, Email, and Phone Number | Planned involvement during contract, if approved by VRA |
|-----------|----------|---------------------|---------------------------------------|---|
|           |          |                     |                                       |   |
|           |          |                     |                                       |   |

\*Offerors may use a separate sheet if more space is needed.