

**Mary Ball Washington Regional Council
GO Virginia Region 6
Request for Proposals
Project Pipeline Development – Middle Peninsula**

Purpose

The purpose of this Request For Proposals (“RFP”) is to solicit sealed proposals to establish a contract through competitive negotiation with a qualified source(s) to provide professional services as described herein for the development of a pipeline of projects for GO Virginia funding, specifically within the Middle Peninsula, through the Mary Ball Washington Regional Council.

Proposal Inquiries/Point of Contact

All inquiries concerning this RFP should be submitted by e-mail citing the RFP title to Kate Gibson at gibson@gwregion.org.

Potential Offerors must limit all contact, whether verbal or written, pertaining to this RFP, to the designated point of contact for the duration of the RFP process. Failure to do so may jeopardize further consideration of an Offeror’s proposal.

Glossary of Terms

The following terms and definitions apply to this RFP and any resulting contract:

- **Contractor** – The term “Contractor” refers to the person/firm awarded a contract to provide the services required in this solicitation.
- **Offeror** – The term “Offeror” refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.

Timeframe and Key Dates

RFP issued by Regional Council	January 4, 2019
Proposals due to GWRC	February 8, 2019
Determination made by Regional Council Executive Committee	February 28, 2019
Contract begins	March 1, 2019
Deliverables complete	March 1, 2020

Offeror Qualifications

Written proposals must be submitted no later than February 8, 2019 via e-mail to Kate Gibson at gibson@gwregion.org.

Proposals must contain:

- A description of the approach and methodologies to be used.
- The total cost as well as the cost of each component.
- The name of the project lead and members of the team along with their resume(s) and respective related experience.
- Description of efforts to maximize stakeholder engagement and participation in project pipeline development.

Objective

In 2016, The General Assembly passed legislation and created the *Virginia Growth and Opportunity Board and Fund (VGOF)*. The GO Virginia Board (the “Board”) has 24 members, is representative of the diversity of the Commonwealth, and includes representation from the Virginia House and Senate, gubernatorial appointments, and private sector leadership. The Commonwealth was divided into nine (9) administrative regions that have formed Regional Councils which have been certified by the Board and will be the entities that apply for funding. Representation on the Regional Councils include: business, education, government, civic or community leaders, economic and workforce development professionals, local government officials, regional planning entities and nonprofit representatives. The VGOF provides state grants to regions to fund projects identified by Regional Councils and approved by the Board as vital to the efforts to diversify the regional economy, strengthen the workforce, and support collaborative programs between at least two or more localities that will lead to the creation of higher paying jobs (above the median wage).

Each of the nine Regional Councils designated by the Board has developed a growth and diversification plan. The Mary Ball Washington Regional Council’s Economic Growth and Diversification Plan for GO Virginia Region 6 is available at <https://www.gwregion.org/our-work/gova>. The plan establishes regional priorities for the use of project funds.

The Mary Ball Washington Regional Council is seeking assistance with developing a pipeline of projects for GO Virginia funding, specifically within the Middle Peninsula, that further the goals and priorities outlined in the plan. This includes, but is not limited to, efforts to:

1. Expand the economic activity within the six priority growth sectors identified in the Economic Growth and Diversification Plan.
2. Recruit and/or retain the talent needed in the Region.
3. Grow existing businesses, develop existing clusters, and scale up small and mid-size companies.
4. Establish start-ups from commercializing university-based research and supporting entrepreneurs.
5. Support potential joint economic development activities such as site development and training initiatives.

The implementation of the plan should focus on the creation of more higher paying jobs for the Region that will bring new investment, enhance the competitiveness of the Region, and diversify the economy of the Region, in turn spurring the growth of the new Virginia economy.

Background

The Mary Ball Washington Regional Council governs GO Virginia Region 6, which includes the Counties of Caroline, Essex, Gloucester, King and Queen, King George, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, Spotsylvania, Stafford, and Westmoreland and the City of Fredericksburg. (Region 6 covers all of Virginia Planning Districts 16, 17, and 18.) The George Washington Regional Commission, Planning District Commission for Planning District 16, is the support organization for the Regional Council.

The Middle Peninsula (Planning District 18) includes the Counties of Essex, Gloucester, King and Queen, King William, Mathews, and Middlesex.

To date, only six project proposals have been submitted to the Mary Ball Washington Regional Council for funding. Two of the submitted proposals have included Middle Peninsula localities in the project service area.

The Mary Ball Washington Regional Council currently has over \$1.5 million in project funding available, and anticipates an additional \$1 million becoming available in July 2019.

This initiative seeks to improve the flow of project applications for funding consideration by the Mary Ball Washington Regional Council.

Requirements

Project ideas developed through this initiative must align with the Region 6 Economic Growth and Diversification Plan. Potential projects must adhere to the requirements outlined in the Virginia Growth and Opportunity Act and the Virginia Growth and Opportunity Fund (GO Fund) Grant Scoring Guidelines, both available at <https://www.gwregion.org/our-work/gova>. These requirements, as well as policy decisions made to date by the State Board, are summarized in the Region 6 FY19 Project Application Packet, also available at <https://www.gwregion.org/our-work/gova>.

The Contractor must have check-in calls with support organization staff at least once per month, as well as in-person meetings as needed, throughout the duration of the contract. The Contractor must hold meetings with the Regional Council and stakeholders/general public per the deliverables outlined in this RFP.

General Requirements include:

1. Develop and implement a communication strategy (via news articles, civic presentations, web-based marketing, and other means) that elevates the message of GO Virginia and the project application process for Region 6.
2. Develop a contact list of potential project partner/applicants.
3. Develop and convene an advisory group to oversee the project pipeline development strategy.
4. Identify at least three project-specific concepts from the Middle Peninsula that can be positioned to specific partners.
5. Convene and facilitate discussion around the Region 6 project application process among potential applicant/partners from the Middle Peninsula, through workshops, focus groups, or one-on-one meetings.
6. Work with partners who have indicated interest in moving forward to further develop project ideas.
7. Provide support and motivation for the project development teams as applications are developed, including monthly check-ins.
8. Facilitate the development of two project applications, submitted to the Mary Ball Washington Regional Council by March 1, 2020.
9. Provide updates on the status of the project pipeline to the Mary Ball Washington Regional Council at each of their meetings.

Reporting Requirements

The Contractor must comply with requests for cost estimates of phases and timelines for deliverables. In addition, the Contractor must provide specific progress reports as requested by the Regional Council or designee.

Deliverables

The Contractor must complete assignments and provide deliverables within required timeline and approved cost.

1. Develop and implement a communication strategy.
2. Develop a contact list of potential project partner/applicants.
3. Develop and convene an advisory group to oversee the project pipeline development strategy.
4. Identify at least three project-specific concepts.
5. Convene and facilitate discussion among potential applicant/partners.
6. Facilitate the development of two project applications, submitted to the Mary Ball Washington Regional Council by March 1, 2020.
7. Provide updates on the status of the project pipeline to the Mary Ball Washington Regional Council at each of their meetings.

Evaluation

Proposals shall be evaluated by the Proposal Evaluation Committee using the following criteria:

- Overall suitability of the proposal and plans/methodology/approach to providing the requested services
- Demonstrated experience, qualifications, ability, and expertise of Offeror in providing the requested services
- Total cost

General Terms and Conditions

CONTRACTUAL CLAIMS: The procedure for filing contractual claims is set forth in Section 2.2-4363 of the *Code of Virginia*.

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.

ANTI-DISCRIMINATION: By submitting their proposal, Offerors certify to the Commonwealth 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 Section 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*, Section 2.2-4343.1E).

In every contract over \$10,000 the provisions below apply:

During the performance of this contract, the Contractor agrees as follows:

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.

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.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

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.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract, the Contractor certifies that the Contractor does not, and shall not, during the performance of the contract for services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

PAYMENT:

Invoices for services and accepted deliverables shall be submitted by the Contractor directly to the payment address shown on the contract. All invoices shall show the contract number, Social Security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

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. This shall not affect offers of discounts for payment in less than 30 days, however.

All services provided under this contract 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.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail; the date of submission where payment is made electronically; or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

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 are 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 Regional Council 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.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

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.

The Regional Council 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, items such as services to be performed, the method of packing or shipment, 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 Regional Council a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

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 Regional Council's right to audit the Contractor's records and/or to determine the correct number of units independently; or

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 Regional Council with all vouchers and records of expenses incurred and savings realized. The Regional Council 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 within thirty (30) days from the date of receipt of the written order from the Regional Council. 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 provided 2.2-4363 of the Code of Virginia. 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 Regional Council or with the performance of the contract generally.

DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, the Regional Council, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Regional Council may have.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Regional Council will publicly post such notice for a minimum of 10 days.

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.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business

in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the Regional Council pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The Regional Council may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

SPECIAL TERMS AND CONDITIONS

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 Regional Council, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF CONTRACT: The Regional Council reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 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.

CONFIDENTIALITY OF INFORMATION: Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is the Regional Council's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by the Regional Council. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the Regional Council is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all Contractors' agents, employees, successors, assigns, or subcontractors that are engaged by the Regional Council of the restrictions, present and continuing, set forth herein. Contractor must receive written permission from Regional Council to advertise the work being done for the Council. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by Contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.

INDEPENDENT CONTRACTOR: The Contractor shall be considered an independent contractor and neither the Contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the Regional Council, or of the Commonwealth of Virginia.

OWNERSHIP OF MATERIAL: All materials generated under this contract shall be considered work made for hire. The Regional Council shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this contract including without limitation unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person including the contractor from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights the Contractor agrees to assign and does hereby assign such rights to the Regional Council.

CONFLICT OF INTEREST: The Regional Council reserves the right to determine if a conflict of interest exists between the Contractor or their affiliates and the work of the Regional Council. The Contractor shall continue to disclose during the term of the contract to the Regional Council any situations in which potential conflict of interest could arise, present the facts of the situation and offer an opinion as to whether the situation involves a conflict. The Contractor shall agree to accept the decision of the Regional Council as to whether or not a conflict exists.