

RISE Solicitation: Resilience Product Investor Group Development

Responses due by: ~~5pm EDT, Friday August 13th, 2021~~

Responses due by: EXTENDED – 5pm EDT, Friday, August 20th, 2021

[RISE](#) is a 501(c)(3) non-profit that accelerates innovation and business growth around solutions to coastal resilience challenges in the living laboratory of Hampton Roads, Virginia. Since 2018, RISE has deployed more than \$5 million in financial support and services to nearly 30 businesses developing new, scalable solutions that help coastal communities adapt to increasing flooding and sea level rise.

RISE supports the development of a new industry cluster around coastal resilience in the Hampton Roads region. RISE's goal is to position the region as a leading living laboratory/resilience innovation hub for entrepreneurs with innovative climate resilience-building technologies, products, and services to validate, demonstrate, and build into viable businesses.

RISE achieves this by:

- Surfacing resilience challenges faced by organizations operating in coastal environments,
- Conducting global competitions to source entrepreneurs with innovative solutions,
- Brokering access to the Hampton Roads region's living laboratory to resilience innovators,
- Accelerating the growth of businesses offering innovative solutions to coastal resilience challenges,
- Providing access to funding, pilot sites, infrastructure, a customized acceleration curriculum, co-working space, mentors and stakeholders, and regulatory guidance among other benefits.

RISE currently manages 23 companies under contract working on coastal resilience-related innovation programs. Currently, each team receives between \$100,000 - \$300,000 in grants, revenue-based loans or a combination of the two types of funding. RISE's catalytic funding is aimed at getting the company to the point of establishing revenue stream through customers, additional investment funding to proceed along its development path, or both.

Some of RISE's companies are reaching the point of "graduating" from the RISE program and are looking for next customers and/or investment. RISE seeks to develop a group of investors interested in investing in RISE companies. Establishing this would help RISE fully execute on its plan to make RISE a viable and sustainable entity, and to solidify the role of the Hampton Roads region as the most hospitable region to develop and grow resilience-related solutions and companies.

RISE cannot explicitly participate in private investment, however it can assist and support the development of investment groups and/or investment funds, as well as processes required to apply for funding from them.

Therefore, RISE seeks the following services:

1. Build a list of investors in climate resilience, social impact, insurance, and other fields which have the mission to invest in the companies and the technologies/products developed with RISE

funding. These could be foundations (non-profit or for-profit), private investors, investment groups, investment funds or other investment entities. They should be looking to invest in RISE companies either during the RISE contract period of performance with the companies or after. This list should also contain points of contact, as well as what processes they may have in order to consider investment applications.

2. Perform an analysis of all RISE funded companies to assess their readiness to present to investors and receive funding.
3. Select up to three (3) companies that RISE is currently funding, or has funded, which are in need of **and** are good candidates for investment without significant additional business assistance (e.g., business acceleration, significant mentoring, etc.). The selection of the companies will be a collaboration between the selected contractor, RISE, and the companies.
4. Match the selected companies up with potential investors and support the required introductions. Assist the selected companies to prepare/review materials required to pitch for investment.
5. Arrange for and orchestrate meetings with investors for up to three companies.

EVALUATION CRITERIA: Proposals shall be evaluated by RISE using the following criteria:

1. Specific plans or methodology to be used to perform the services	35%
2. Experience and qualifications of personnel assigned to perform the services, including outcome examples from previous work.	30%
3. Price	25%
4. References from other clients	10%
TOTAL	100%

Submission:

Responses are due by 5pm EDT, August 20th, 2021. RISE will hold an online information session to answer questions on Wednesday, August 11th, 2021, 1:00pm EDT. Please email barbarawalker@riseresilience.org to request call-in information. Questions are due by close of business August 17th, 2021. Please email your proposal and all questions to barbarawalker@riseresilience.org. The submission should include the following:

Business Name

Business Address

Telephone Number

Email Address

Bidder/Contact

Length of time Offeror has been in business using this name: _____years



How long has Offeror provided this or closely related services? ____years

List other and previous business names used by Offeror.

Attach a description of how the Offeror proposes to provide the required services including staffing, equipment, and methods of operation, logistics, and supervision as applicable.

Attach resumes for the persons proposed to provide the services required. Describe the experience, duties performed, responsibilities, expertise, and qualifications of persons proposed to perform work described.

Attach outcome examples from previous work.

Attach a price quote/bid, including costs breakdown.

Indicate whether you are Small, Women and Minority (SWAM) Owned Business.

References: Attach a listing of at least three (3) current references for whom you have provided the required services for within the last three (3) years. Include the client, the length of service, and the name, address and telephone number of the person to contact.



RISE is a sub-recipient to the Commonwealth of Virginia's funding. Therefore, the selected Offeror(s) shall abide with the following terms and conditions.

REQUIRED GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to RISE that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. 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, sexual orientation, gender identity, 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 of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
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.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements 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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:
By entering into a written contract with RISE, 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 unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **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 goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer 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 buyer.

I. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. 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.
- c. 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.
- d. 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable,

the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* 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.

K. **QUALIFICATIONS OF OFFERORS:** RISE 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 (bidder/offeror) shall furnish to RISE all such information and data for this purpose as may be requested. RISE reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. RISE further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such

(bidder/offeror) fails to satisfy RISE that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- L. **TESTING AND INSPECTION:** RISE reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- N. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. 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 scope of the contract.
 2. RISE 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 packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify RISE of the adjustment to be sought, and before proceeding to comply with the notice, shall await the RISE's written decision affirming, modifying, or revoking the prior written notice. If RISE decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give RISE 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 RISE's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. 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 RISE with all vouchers and records of expenses incurred and savings realized. RISE 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 RISE within thirty (30) days from the date of receipt of the written order from RISE. 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 RISE or with the performance of the contract generally.

- O. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 Commonwealth may have.

- P. **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 coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify RISE of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. RISE shall be added as an additional insured to the policy by an endorsement.

4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors,	

Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors,

Hospitals, or Health Maintenance Organizations.) *Code of Virginia* § 8.01-581.15

<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

Q. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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.

R. **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, sexual orientation, gender identity, 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.

S. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that RISE shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

- U. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- V. **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 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 so 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.
- W. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

SPECIAL TERMS AND CONDITIONS

1. **AWARD:** RISE reserves the right to make multiple awards as a result of this solicitation. Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those



submitting proposals on the basis of the evaluation factors included in the solicitation, including price, if so stated in the solicitation. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, RISE shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. RISE may cancel this solicitation or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should RISE 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.

2. **AVAILABILITY OF FUNDS:** It shall be understood and agreed between the parties herein that RISE shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract, at the sole determination and discretion of RISE.
3. **ABILITY TO PERFORM AND SATISFY TERMS OF CONTRACT:** The Contractor/Vendor shall be prepared to conduct business in a professional manner as well as have the ability to legitimately enter into contracts/subcontracts, adequately perform within the requirements, terms, and conditions of this contract, and properly secure the specified and required deliverables, such as facilities, products, and/or services procured under this contract.
4. **CANCELLATION OF CONTRACTS:** RISE shall reserve the right to cancel and terminate this contract, typically due to causes such as funding constraints based upon its sole discretion, in whole or in part, without penalty, upon seven (7) days written notice to the Contractor/Vendor. Cancellation clauses and penalties shall be in accordance with Item 6 as provided by the Contractor/Vendor, unless waived by the Contractor/Vendor and/or subcontractor. Should postponement of the program be necessary due to acts of God and/or nature, the bid award/contract shall stand and remain with the successful Contractor/Vendor, unless such Contractor/Vendor is unable to accommodate rescheduled dates of program at bid award/contract amount and satisfy remaining terms and conditions of this procurement/contract.
5. **DISCLOSURE OF CANCELLATION POLICY AND PENALTY:** The Contractor/Vendor shall provide by attachment to this Quote/Bid the cancellation policy and disclose any applicable cancellation penalties or fees that would be applied by the subcontracted facility or incurred by RISE in the event of cancellation of the program within 7 days of the begin date of program, excepting other than at the cause of acts of God and/or nature. Similarly, the Contractor/Vendor shall state when this policy and any penalty would be waived relative to this procurement and program.
6. **CHANGES TO CONTRACTS:** The Contractor/Vendor shall not elicit any substitutions, deletions, changes, or other modifications to the services provided under the provisions and terms of this contract that affect the contract amount and/or initiate a change order without the prior knowledge and express consent of RISE. RISE and its designated staff may implement such modifications and affect such change orders as necessary to any subcontract of the Contractor/Vendor under this contract.



Resilience Innovations

7. **AUDIT OF RECORDS:** The Contractor/Vendor shall agree and retain all records and other documents relative to this contract for five (5) years after final payment, or until audited by RISE or the Department of Housing and Community Development (DHCD), whichever is sooner. RISE, DHCD, its authorized agents, and/or State auditors shall have full access and the right to examine any of said materials during said period.
8. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Organization, its officers, agents, and employees for any and all damages arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance of the contract.
9. **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 are available through the Commonwealth's eVA procurement system. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish RISE, on a quarterly basis, the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.