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## **REQUEST FOR PROPOSALS**

### **MILITARY INSTALLATION RESILIENCE REVIEW CONTRACTOR**

Request for proposal issued	November 5, 2021
Questions deadline	November 19, 2021, 5:00 PM
Due date for proposals	December 3, 2021, 5:00 PM
Deliver electronically to:	<a href="mailto:info@novaregion.org">info@novaregion.org</a>

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

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NORTHERN VIRGINIA REGIONAL COMMISSION

REQUEST FOR PROPOSALS

MILITARY INSTALLATION RESILIENCE REVIEW

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## **I. INTRODUCTION**

### **A. Purpose of Solicitation**

The Northern Virginia Regional Commission (NVRC) is soliciting proposals from qualified firms to prepare a Military Installation Resilience Review for military installations and their surrounding communities within the northern Virginia region. Interested firms must demonstrate knowledge and experience in resiliency planning, fiscal impact analysis, economic development, and military installation management and operations.

### **B. Background**

This project ("Project") will involve supporting a community stakeholder planning process for the United States Department of Defense Office of Defense Local Community Cooperation ("DoD OLDCC"), specifically to address planning work for their Military Installation Resilience Review ("MIRR") Program for three military installations in northern Virginia:

1. Joint Base Myer-Henderson Hall
2. Fort Belvoir
3. Marine Corps Base Quantico

The core purpose of the MIRR is to develop a plan that will identify the risks, hazards, and vulnerabilities of concern as they relate to the ability of the military to carry out its missions on the installation that could be mitigated through investments and solutions outside the fence line in the community.

The FY2019 National Defense Authorization Act (NDAA) defined military installation resilience as: "The capability of a military installation to avoid, prepare for, minimize the effect of, adapt to, and recover from extreme weather events, or from anticipated or unanticipated changes in environmental conditions, that do, or have the potential to, adversely affect the military installation or essential transportation, logistical, or other necessary resources outside of the military installation that are necessary in order to maintain, improve, or rapidly reestablish installation mission assurance and mission-essential functions."

NVRC anticipates the focus of the MIRR project will involve an all-hazards approach in terms of screening threats, risks, and vulnerabilities (either natural or manmade, including from the effects of climate change and compatible use), to identify and prioritize areas of concern that should be the subject of further study and evaluation. A primary goal of the study is to identify and recommend actions or investments outside the fence line to mitigate risks of highest concern.

NVRC is seeking a Contractor or Contractors ("Contractor") who can: (1) facilitate the

stakeholder engagement process; (2) work with project participants and carry out a process to identify threats of concern and compatible use issues; (3) conduct a vulnerability and risk assessment based on identified threats; (4) identify mitigation opportunities to reduce risk; and (5) carry out analysis and other work activities as outlined in the Scope of Work in Section II.

NVRC's role on the project will be to serve as the prime applicant for the MIRR, handle all required federal reporting, identify, and develop an initial list of key stakeholders and resources, establish, and coordinate both a technical and policy committee, and oversee Contractor activities, assignments, and deliverables.

### **C. Relationship of the Parties**

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

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

## **II. SCOPE OF WORK**

NVRC seeks Contractor support for the Project, including the following:

- Subject matter expertise to conduct research, analysis, strategic guidance, advising, resolution strategies and outreach support.
- Additional technical services to complete planning tasks.
- Support for outreach, meetings, workshops, and other engagement activities with project stakeholders.
- Technical support services for developing maps of locations of resilience risks and impacts in the study area that are readable within standard Geographic Information Systems (GIS) software (e.g., Esri's ArcMap, etc.).

Note: The military installations that will be the subject of this Contract are: Joint Base Myer-Henderson Hall, Fort Belvoir, and Marine Corps Base Quantico. The surrounding communities are Arlington County, Fairfax County, Prince William County and Stafford County.

### **III. TERM OF CONTRACT**

Services shall commence upon conveyance of fully executed agreement. The term of this agreement shall be from the date of execution through completion of all tasks required for this project, subject to the funding term approved by OLDCC. NVRC reserves the right to obtain additional tasks and services on an as-needed basis for five years from the date of signed agreement.

For each additional task requested by NVRC, the Contractor shall provide a written proposal with a description of services, completion timeline, and fee schedule. Each additional task will be negotiated separately. If mutually acceptable terms are not achieved, NVRC reserves the right to obtain services from another source.

### **IV. QUALIFICATIONS**

#### **A. Contractor Capabilities**

The Contractor should have the ability to service all aspects of this contract with in-house resources and/or with supplementary assistance from subcontractors.

Desired Capabilities:

- Expertise in planning for and implementing resilience projects.
- Expertise in practices and models used for transportation, utility, stormwater, and watershed analysis.
- Understanding of public-private-military partnerships for resilience projects; and
- Understanding and work in equitable access and public benefit reporting.

#### **B. Contractor Experience**

The Contractor should be able to describe at least three examples of projects led by the contractor conducting business analysis for implementing resilience projects.

#### **C. Other**

Although selection will rely on the demonstrated qualifications and experience of the offerors, NVRC values participation of Small, Women-owned, and Minority-owned (SWaM) Businesses.

It is preferred that Contractors have knowledge of the National Capital Region (NCR) and an understanding of roles of the public and private sector, as well as the military within the region.



## **V. PROPOSAL REQUIREMENTS**

### **A. General Requirements**

#### **1. Inquiries**

Inquiries concerning the Request for Proposals, or the proposed engagement must be made in writing and received at [info@novaregion.org](mailto:info@novaregion.org) by 5:00 PM on November 19, 2021.

#### **2. Submission; Deadline; Official Time; Consequences of Lateness**

To be considered, an electronic copy of the proposal must be received by [info@novaregion.org](mailto:info@novaregion.org) by 5:00 PM on December 3, 2021. Pages should be numbered, and each section should be clearly marked. Offerors should include “RFP for Military Installation Resilience Review” in the subject line.

The time stamp of the email transmittal will serve as the official source of time. Proposals received after the date and time prescribed shall not be considered.

#### **3. Cost of Preparing and Submitting Proposals Not Reimbursable**

Firms/individuals responding to this RFP will not be paid for any costs incurred in the preparation or submission of a proposal, or in appearing before persons participating in the selection process.

### **B. Required Proposal Contents**

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

#### **1. Cover Letter and Table of Contents**

The cover letter should be no more than one page in length and should serve as an executive summary of the proposal.

#### **2. RFP Submission Form**

An RFP Submission Form with the signature of a person authorized to submit the proposal on behalf of the Offeror must be provided with the proposal. A blank RFP Submission Form is provided as Attachment C.

### 3. Proposal

The proposal should address the following elements in relation to the Scope of Work described in Section II and detailed in Attachment A, and the Qualifications stated in Section IV. Failure to address any of these elements may result in the proposal being deemed nonresponsive and therefore disqualified from consideration.

- a. Discuss offeror's approach and ability to complete each of the tasks in the Scope of Work outlined in Section II and Attachment A. Propose a schedule to complete the tasks.
- b. Discuss any other capabilities that the Contractor believes can benefit the outcomes of the work.
- c. In preparing this section, please consider information suggested in Attachment B, which identifies resources for planning and implementing a resilience program.
- d. Discuss the offeror's qualifications and how they pertain to the Scope of Work outlined in Section II and detailed in Appendix A. Provide CVs or resumes of the proposed project manager and team members. Discuss any other qualifications that the Offeror believes can benefit performance of the work outlined in this RFP.
- e. Discuss experience from at least three projects that are relevant to the scope of tasks detailed in this RFP including:
  - Client requirements
  - The challenge, budget, goals, and objectives
  - Strategy developed to achieve goals and objectives
  - Discuss any additional experience the Contractor believes addresses this RFP

Provide online or otherwise electronic examples of your work for each reference company provided. Examples will not be counted in the fifteen-page limit.

- f. References: Provide contact information for at least three clients that NVRC may contact (Attachment D). For each reference, indicate the following:
  - a. Firm/Company Name;
  - b. Contact Name and Title;
  - c. Contact Phone Number and Email;
  - d. Business/Industry of Client;
  - e. Service Description;
  - f. Length of Relationship; and
  - g. Brief explanation regarding the end of the business relationship, if applicable. Attachment D may be used as a template for providing

this information.

- g. Nonbinding Price Proposal: Propose the cost for each task and enter it into a table with the following format.

<b>Task</b>	<b>Estimated cost</b>
1	
2	
3	
Total	

## **VI. TIME REQUIREMENTS**

### **Proposal Calendar**

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

Request for proposal issued	November 5, 2021
Questions deadline	November 19, 2021, @ 5:00 PM
Due date for proposals	December 3, 2021, @ 5:00 PM
Selection of finalist(s)	December 17, 2021
Expected contract date	January 3, 2022

## **VII. SELECTION OF CONTRACTOR AND EVALUATION PROCEDURES**

### **A. Selection Committee**

Proposals received by the stated deadline will be evaluated by a selection committee expected to include representatives of Military Installation Resilience Review Technical Review Committee, who are a group of military and local government personnel who have been meeting and assisting with the project. The selection committee will make recommendations to NVRC.

### **B. Basis for Award**

The selection committee will base its recommendation on overall responsiveness and on the "Evaluation Criteria" set forth below. Additional information may be requested by the selection committee at any time prior to making a final recommendation to

NVRC and may be among other factors considered.

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

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

### C. Evaluation Criteria

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

#### Evaluation Criteria and Weighting

Criteria	Weight
Proposed work plan and timetable	20%
Capacity, resources, and approach of Offeror to meeting the tasks and requirements of the RFP.	30%
Qualifications, credentials, and related experience of Offeror’s key personnel and team.	20%
Offeror demonstrates high quality results with business case analysis, involvement with resilience projects, and other information related to resilience.	20%
Small, Women-owned, and Minority-owned (SWaM) Businesses.	5%
Cost	5%
TOTAL	100%

### D. Oral Presentations

During the evaluation process, the selection committee may, at its discretion, request any one or all offerors to make oral presentations. Such presentations will provide each with an opportunity to answer any questions the committee may have on the

proposal. Not all offerors may be asked to make oral presentations.

#### **E. Recommendation of Selection Committee**

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

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

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

#### **F. Contract Development**

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

#### **G. Contingency of the Contracts**

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

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

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

#### **H. Right to Reject Proposals**

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

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

## VIII. Contract Terms and Conditions

- A. **Conflict**: In the event of a conflict between the contract documents, including these Contract Terms and Conditions, the final executed contract documents shall control.
- B. **Alien employment**: Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
- C. **Anti-Discrimination**: The Contractor certifies to NVRC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

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

- 1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or offeror for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and offerors for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of NVRC.
- E. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available for the purchase of such goods and/or services. NVRC's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
- F. **Changes and Additions:** It shall be the responsibility of the Contractor to notify NVRC, in writing, of any necessary modifications or additions in the Scope of the contract. Compensation for changes or additions in the Scope of the contract will be negotiated and approved by NVRC, in writing.

Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to the contract prior to NVRC's approval in writing shall be at the total risk of the Contractor and said work may not be compensated by NVRC.
- G. **Conflicts of Interests:** The Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring supplies, equipment, materials, or other goods on the same project.
- H. **Contractor's Failure to Perform:** Failure of the Contractor to perform the contract by reason of NVRC's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by NVRC and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by NVRC of any other rights or remedies available to NVRC by law or contract.

- I. **Contractual Disputes:** The Contractor shall give written notice to NVRC of his/her intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

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

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

- K. **Default:** In event of default by Contractor, NVRC reserves the right to procure the goods and/or services from other sources and hold Contractor liable for any excess cost occasioned thereby. Such actions taken by NVRC shall not release the Contractor from additional remedies that may be allowed by law.

- L. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and offerors for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or vendor.

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

- M. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof



shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed, or amended unless in writing and signed by the parties hereto.

- N. **Exemption from Taxes:** NVRC is exempt from state sales tax and federal excise tax. A tax exemption certificate indicating NVRC's tax exempt status will be furnished by NVRC upon request.
- O. **Faith-based Organizations:** NVRC does not discriminate against faith-based organizations.
- P. **Governing Law:** This contract shall be made, entered into, and shall be performed in the NCR, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this the contract, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of Fairfax County, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Alexandria Division.

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

- Q. **Indemnification:** Contractor shall defend and indemnify NVRC, and NVRC's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Contractor, its employees, agents, and volunteers, or incurred by or claimed against NVRC, NVRC's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by Contractor. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by NVRC due to the negligent, fraudulent, or criminal acts of Contractor or any of the Contractor's officers, shareholders, employees, agents, sub-Contractor, or any other person or entity acting on behalf of Contractor. Unless otherwise provided by law, the indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

- R. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of NVRC.
- S. **Invoicing/Payment and Interest:** Prior to payment the Contractor shall provide their federal employer identification number. Payment to the Contractor shall be made not more than forty-five (45) days after goods or services are received; or not more the forty-five (45) days after the invoice is rendered, whichever is later.

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

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by NVRC, for each payment requested. Each invoice shall also include a detailed breakdown of all charges. Along with a summary of work accomplished, work to be accomplished in the next invoice, and if there are any barriers to completion.

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

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

V. **Payments to Subcontractors:** Within seven (7) days after receipt of amounts paid by NVRC for work performed by a subcontractor under this contract, the Contractor shall either:

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

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

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

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

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

W. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by NVRC and its employees, agents, or authorized representatives after giving at least three (3) day notice to the Contractor by NVRC. NVRC shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by NVRC to the Contractor pursuant to this contract or any renewal or extension of this contract. NVRC's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace to conduct audits. All records and information generated under the contract shall be property of NVRC,

whether retained by NVRC or the Contractor. The Contractor shall not make any other use of this information; expect to provide service to NVRC under the contract, unless specifically authorized by NVRC in writing.

- X. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to NVRC, correct or revise any errors or deficiencies in his performance. Neither NVRC's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by NVRC, and the Contractor shall remain liable to NVRC for all costs which are incurred by NVRC because of the Contractor's negligent performance of any of the services furnished under the contract.
  
- Y. **Rights and Remedies Not Waived:** In no event shall the making by NVRC of any payment to the Contractor, or the waiver by NVRC of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by NVRC of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by NVRC while any such breach or default exists shall not impair or prejudice any right or remedies available to NVRC.
  
- Z. **Safety:** The Contractor and sub-contractors performing services for NVRC are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and any other applicable rules and regulations. Also, all Contractors and sub-contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
  
- AA. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of NVRC. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. NVRC shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by NVRC. If NVRC delays a task order for any reason for a continuous period of ninety (90) days or more, NVRC and Contractor will negotiate a mutually agreeable adjustment to the Contractor's fee.
  
- BB. **Severability:** If any provision of the contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the contract, or the application of such provision to persons or

circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of the contract shall be valid and enforced to the full extent permitted by law.

CC. **Submissions:** All correspondence, design/review documents, reports, etc. prepared by the Contractor shall be distributed to NVRC's assigned manager for each task in the format and number of copies as directed by the task statement of work.

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

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

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

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

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

FF. **COVID-19 Procedures:** All Contractors and subcontractors performing services for the NVRC are required and shall comply with all policies and procedures for COVID-19 from the Occupational Safety and Health Administration (OSHA), Virginia Department of Health (VDH) and Centers for

Disease Control (CDC) and all other applicable County/City and State rules and regulations. Contractor's employees who are known or suspected to be infected with SARS-CoV-2 virus shall not report to or remain at the worksite until cleared to return to work. Contractor shall immediately report to NVRC if an employee who is positive for COVID-19 has been at NVRC facilities or in contact with NVRC personnel. Contractor shall keep confidential the identity of the personnel known to be infected with SARS-CoV-2 virus in accordance with the requirements of the Americans, with Disabilities Act (ADA) HIPAA, and other applicable federal and Virginia laws and regulations.

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

Requirements for minimum coverage and limits are expected to include:

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

*Note: NVRC will consider modifying the insurance requirements for the Contactor and Subcontractor on guidance from NVRC's underwriter and based on conditions of the funding agency.*

Additional coverage provisions may be required, such as:

a. **Coverage Provisions**

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. NVRC, its officers, officials, employees, agents, and volunteers shall be added as "additional insured" as their interests may

appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

3. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by NVRC.
4. Contractor shall provide 30 days' written notice to NVRC before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the Contractor shall be subject to all the requirements stated herein.
6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided NVRC, its officers/officials, agents, employees, and volunteers.
7. The insurer shall agree to waive all rights of subrogation against NVRC, its' officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
8. The Contractor shall furnish NVRC certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
9. All insurance shall be placed with insurers authorized to do business in the jurisdiction where work is to be performed and maintaining an A.M. Best rating of no less than an A: VII.

## ATTACHMENT A: SCOPE OF WORK

NVRC seeks Contractor support for the Project, including the following:

- Subject matter expertise to conduct research, analysis, strategic guidance, advising, resolution strategies and outreach support.
- Additional technical services to complete planning tasks.
- Facilitate and support outreach, meetings, workshops, and other stakeholder engagement activities with project
- Technical support services for developing maps of locations of resilience risks and impacts in the study area that are readable within standard Geographic Information Systems (GIS) software (e.g., Esri's ArcGIS, etc.).

Note: The military installations that will be the subject of this Contract are: Joint Base Myer-Henderson Hall, Fort Belvoir, and Marine Corps Base Quantico.

### **Task 1. Project Management**

The selected Contractor will, at a minimum: assist NVRC staff with agenda items for regularly scheduled meetings; track and facilitate milestone meetings; and submit monthly schedule, budget, and project status reports. The selected Contractor will prepare a Project Management Plan (PMP) to include, at a minimum, the following elements:

- Scope
- Budget
- Schedule of tasks, meetings, milestones, delivery dates
- Regular (e.g., monthly) meetings and milestones
- Expectations of NVRC and stakeholder committee input, (e.g., documents to be provided, coordination required, etc.)
- Team structure, including Subcontractors
- Team member contact information, including names and locations of key staff
- QA/QC plan

*Task One – Deliverable 1: A project orientation workshop with the selected Contractor, NVRC staff, County staff, and DoD representatives to discuss the goals and tasks of the project and to establish working relationships among the installation representatives, NVRC, and the selected Contractor.*

*Task One – Deliverable 2: Project Team Meetings schedule (at least 21)*

*Task One – Deliverable 3: Progress Reports (monthly and final) Timeline*



*Task One – Deliverable 4: Financial and other federal reports (4-6)*

## **Task 2. Coordination of Technical and Policy Priorities**

Under this Task, the Contractor shall facilitate and determine analysis priorities. Identify and scope sectors to be analyzed (infrastructure systems, transportation systems, communication systems, water and wastewater, power, stormwater infrastructure, management systems, and other relevant sectors) to assess how climate hazards will impact critical services. Identify and maintain resources on previous studies, data, and relevant reports as background information for the Project.

Tasks to include, but not limited to:

- NVRC will provide digital copies of previous studies, models, and reports to the selected Contractor.
- Confirm preferred data sources and stakeholders for project research.
- Identify concerns and limitations for military installations research that will be incorporated in public facing deliverables.
- Presentations on technical materials from research and report tasks.

*Task Two – Deliverable 1: Priority Sector Analysis. Introductory presentation, straw proposal including selection criteria, draft, and final report with final recommendations on sector selections.*

*Task Two – Deliverable 2: Project Resources Archive and literature review list.*

*Task Two – Deliverable 3: Technical presentations.*

*Task Two – Deliverable 4: Draft and final interim white papers, memoranda, and reports.*

## **Task 3. Research and Analysis of Threats and Vulnerabilities**

Under this Task, the Contractor shall work with NVRC staff, DoD installation representatives, and other stakeholders to identify key threats and vulnerabilities, and possible priorities for mitigation. This will include handling the following two subtasks: Identify and Map Military Installations Resilience Threats and Prepare Vulnerability/Compatible Use Assessments for each of the three bases.

*Subtask 3.1: Identify and Map Military Installations Resilience Threats*

Under this Subtask, the Contractor shall handle the following:

- Develop Preliminary Outline for Identifying and Mapping Military Installation Resilience Threats and scope the project.
- Identify and gather regional climate studies, geospatial, and other relevant data, and studies to identify hazards. Gather regional utilities, transportation, infrastructure, and other sector studies, in cooperation with NVRC and the Technical Review Committee (TRC).
- Establish analysis scope and priorities with DoD OLDCC, NVRC, and the TRC and policy committee.
- Scope the identified hazards, climate projections, and non-climate stressors to be included:
  - i. Hazards should include current probability, frequency, intensity, and level impact. Hazards should include future probability and projected impact.
  - ii. Climate projections in general should include but are not limited to sea level rise, increased temperatures, and precipitation predictions.
  - iii. Non-climate stressors may include but are not limited to: land use change, population and demographic change, and economic development patterns.
  - iv. Establish projected climate-risks time period to be evaluated with respect to previous analyses, studies, etc.
  - v. Deliverable content (e.g., key hazards, issues, gap identification, GIS maps, etc.) and format

*Subtask 3.2: Vulnerability/Compatible Use Assessment*

Under this Subtask, the Contractor shall handle the following:

- Scope vulnerability/compatible use assessment
  - i. Scope study areas of the vulnerability/compatible use assessment, GIS deliverables, and finalize geographical areas surrounding the military installations, and relevant sectors (transportation, energy, water, public spaces, buildings, critical services, etc.), hazards, climate projections, spatial data, etc. to be assessed.
  - ii. Determine climate scenarios based on hazards, timeframe, projections, etc.

- iii. Scope stressors (i.e., lack of wastewater treatment plant, aging infrastructure, transportation access, population growth, few evacuation routes, interoperability, encroachment, redundancy, increased flooding/shoreline erosion, etc.)
- Conduct vulnerability/compatible use assessment
  - i. Assess impact (short, medium, and long term) on sectors and community. Determine ability to respond during an event.
  - ii. Determine adaptation capability (adaptation measures, capital improvement plans, human capital, built environment, financial resources, etc.).
  - iii. Conduct site visits to review vulnerability/compatible use issues. *Note: Contractor will work with NVRC, DoD, County staff and individual installations to determine when site visits will take place and how many (most likely a minimum of four site visits).*
  - iv. Conduct stakeholder workshop(s) to understand vulnerability and impacts.
  - v. Take notes and summarize findings from workshop(s): *See Task 3.*
  - vi. Provide monthly and/or quarterly progress reports that align with payment requests to NVRC on project.
- Develop GIS maps
- Map out and identify emergency response capabilities and responsibilities of installations and surrounding communities
- Identify existing and backup leadership responsibilities and capabilities
- Develop implementation site-specific solutions and implementation strategy
  - i. Assess feasibility of implementing site-specific solutions.
  - ii. Work with DOD and stakeholders to develop site-specific solutions and identify feasibility (cost analysis, structural and non-structural mitigation measures will be evaluated and compared).
  - iii. Develop recommendations and implementation plan.
  - iv. Identify recommendations and actions for DOD, stakeholders, and relevant agencies to address share responsibility of climate risks and compatible use issues. The Contractor, along with NVRC staff will identify appropriate responsible parties, timelines of impacts, identification of priorities (short, mid-term, and long-term), estimated costs, a monitoring plan, appropriate financing

mechanisms to implement the recommendations, and recommendations for resilience issues beyond completion of the project for the bi-monthly Community, Military, and Federal Facility Partnership meeting.

- v. Conduct site visits where applicable to determine feasibility.
- vi. Assess feasibility of implementing site-specific solutions.
- vii. Handle verbal and written review and feedback on progress reports and draft analyses.
- viii. Draft and provide periodic update to the Project Team and TAC.

*Task Three – Deliverable 1: Threat and Hazard Analysis. Introductory presentation, straw proposal including selection criteria, draft, and final report with final recommendations on threats, hazards, and compatible use issues.*

*Task Three – Deliverable 2: Vulnerability/Compatible Use Assessments. Introductory presentation, draft, and final report with final recommendations.*

*Task Three – Deliverable 3: Data and Resource Archive.*

*Task Three – Deliverable 4: Technical presentations to Technical Review and Policy Committees.*

*Task Three – Deliverable 5: Draft and final interim white papers, memoranda, and reports.*

#### **Task 4. Stakeholder Workshop(s)**

Under this Task, the Contractor shall handle activities to conduct multiple workshops to facilitate the MIRR planning process. The Contractor will:

- Define stakeholder workshop(s) attendees, goals, objectives, format, and anticipated outcomes
- Create summary outline with Project Team feedback
- Confirm meeting(s) format (virtual or in-person)
- Brainstorm preliminary list of desired experts, work with NVRC and individual military installations to develop stakeholder lists
- Develop the draft and final agendas
- Handle workshop logistics
- Serve as lead workshop facilitator
- Take Summit Notes and Create Summary
- Summarize Workshop Feedback
- Facilitate Workshop Debriefing with Project Team
- Create an Outline of the Final Workshop Report
- Solicit Project Team and TAC feedback
- Prioritize Installation Resilience projects

- Include Installation Resilience project priorities in the Final Report

*Task Four – Deliverable 1: Workshops four (4)*

*Task Four – Deliverable 2: Workshop agendas, materials, and summaries.*

*Task Four – Deliverable 3: Installation Resilience project priority list.*

## **Task 5. Project Final Report**

The Contractor shall handle the development of a final project report, including all the activities listed below:

- Outline for Draft Military Installations Review Final Report
- Draft Military Installations Review Report
- Present Draft Report to Technical Review Committee, Policy Committee, and Relevant Entities
- Incorporate installation feedback into the final report
- Complete Final Deliverables: Military Installations Review Report and Supporting Documents; Geospatial Data; High-level summary recommendations memo

The Contractor shall review and incorporate all input and feedback from NVRC and the DoD OLDCC. All final documents will require approval for release from each military installation. The contractor will work with NVRC to incorporate changes and feedback from the military installations and surrounding Counties. The final report will prioritize all projects from each of the installations into a single regional list.

*Task Five – Deliverable 1: Proposed outline for final report, including presentation and outline*

*Task Five – Deliverable 2: Military Installations Review Report and Supporting Documents; Draft and Final*

*Task Five – Deliverable 3: Geospatial data*

*Task Five – Deliverable 4: High level recommendations memo including Installation Resilience project priority list; Draft and Final (50 copies)*

*Task Five – Deliverable 5: Presentations on final report (up to 6)*

## ATTACHMENT B: REFERENCE MATERIAL

### Military Installation Resilience Review Studies for Reference

- **Advancing Resilience for Defense Communities: A Planning Framework;** Published by Association of Defense Communities

<https://defensecommunities.org/>

- Department of Defense, Office of the Undersecretary of Defense (Acquisition and Sustainment). 2021. **Department of Defense Draft Climate Adaptation Plan.** Report Submitted to National Climate Task Force and Federal Chief Sustainability Officer. 1 September 2021.

<https://www.sustainability.gov/pdfs/dod-2021-cap.pdf>

**ATTACHMENT C: RFP SUBMISSION FORM**

Must be returned with proposal

**1. SUBMITTING ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Indicate which of the following apply:

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

Organized under the laws of the State of \_\_\_\_\_ Year: \_\_\_\_\_

Principal place of business located at:  
Address: \_\_\_\_\_

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

eVA Vendor Code: \_\_\_\_\_ DUNS #: \_\_\_\_\_

**2. VIRGINIA CONFLICT OF INTEREST**

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

The Offeror (\_\_\_) is (\_\_\_) is not aware of any information bearing on existence of any

potential conflicts of interest or violation of ethics in public contracting. If yes, explain.

### 3. OTHER INFORMATION

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

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

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

Elaborate on the response if desired:

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

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

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



**4. CERTIFICATION**

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

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

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name (Printed)** \_\_\_\_\_

**Title** \_\_\_\_\_

**ATTACHMENT D: REFERENCES TEMPLATE**

Must be returned with proposal

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

Reference 1:

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Type of Business/Industry: \_\_\_\_\_  
Start and End Dates and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Reason for Concluding Relationship: \_\_\_\_\_

Reference 2:

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Type of Business/Industry: \_\_\_\_\_  
Start and End Dates and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Reason for Concluding Relationship: \_\_\_\_\_

Reference 3:

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Type of Business/Industry: \_\_\_\_\_  
Start and End Dates and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Reason for Concluding Relationship: \_\_\_\_\_