



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

Request for Proposals

Revolving Funds – Lender’s Counsel

Due Date: October 30, 2026

Notice: VRA does not discriminate on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment.

VRA does not discriminate against faith-based organizations.

REQUEST FOR PROPOSALS (RFP)

Issuing Authority:

Virginia Resources Authority (VRA)
1111 E. Main Street, Suite 1920
Richmond, VA 23219

Sealed Proposals Will Be Received Until:

October 30, 2026, at 3:00 p.m., EST, for the services described herein. Proposals received after this deadline will not be accepted for any reason.

All Inquiries For Information Should Be Directed To:

Stephanie Jones, sjones@virginiaresources.org
(804) 616-3443

This Entire Proposal Package Should Be Emailed To:

sjones@virginiaresources.org. The Offeror has the option to instead submit through eVA. Please only submit via one method.

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

	Date:	
RFP Title:	Lender's Counsel or Bond Counsel (select one)	
Name of Firm ("Offeror"):		
Address:		
City, State, Zip Code:		
Phone No.:		
Fax No.:		
Email:		
By and Title:		
Signature:		
FEI/FIN No.		

PLEASE COMPLETE AND RETURN THIS PAGE WITH YOUR PROPOSAL.

	TABLE OF CONTENTS	Page
I.	PURPOSE/BACKGROUND	4
II.	STATEMENT OF NEEDS	5
III.	PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	6
IV.	EVALUATION AND AWARD CRITERIA	9
V.	GENERAL TERMS AND CONDITIONS	12
A.	STATE CORPORATION COMMISSION FORM	19

I. Purpose/Background.

A. Purpose

The purpose of this Request for Proposals is to solicit proposals from qualified attorneys in private practice (“Offerors”) to establish an agreement through competitive negotiations to provide legal services to the Virginia Resources Authority (“VRA” or “Authority”) for the Virginia Water Facilities Revolving Fund, Virginia Water Supply Revolving Fund, Tobacco Region Revolving Fund, Virginia Community Flood Preparedness Fund, Resilient Virginia Revolving Fund, Virginia Local Government Direct Loan Program (“DLP”), and potentially the Virginia Airports Revolving Fund, collectively referred to as the “Revolving Funds”, as well as potentially for a conduit loan program called the VirginiaHELPS Conduit Borrower Program (“VirginiaHELPS”), as more fully described herein.

As used in this RFP, “Counsel” refers to the firm(s) and attorney(s) selected through this solicitation. The Authority reserves the right to appoint multiple firms or individuals through this solicitation and makes no guarantee as to the volume of work that may be referred under this appointment.

VRA intends to enter into a contract or contracts with the selected firm(s) for a term of three-and-a-half (3.5) years with two (2) one-year options, which may be exercised at VRA’s discretion.

B. Background

VRA was created in 1984 as a political subdivision of the Commonwealth of Virginia pursuant to the Virginia Resources Authority Act, being Chapter 21 of Title 62.1 of the Code of Virginia of 1950, as amended. VRA is governed by a Board of Directors (the “Board”), appointed by the Governor of Virginia. VRA’s Executive Director (the “Executive Director”), who is also appointed by the Governor of Virginia, administers, manages and directs the affairs of VRA, subject to the policies, control and direction of the Board.

VRA works with counties, cities, towns, and other political subdivisions of the Commonwealth (“Local Governments”) to provide low cost loans for a number of project areas, including local government buildings, public safety, transportation, dam safety, wastewater, drinking water, solid waste, storm water drainage, federal facility development, brownfield remediation, and locality-supported housing projects, among others. In the fiscal year ended June 30, 2026, VRA financed investments of 353 loans and grants totaling over \$879 million for infrastructure projects across the Commonwealth. Since its creation by the General Assembly in 1984, VRA has funded more than 4,000 critical projects across the Commonwealth, exceeding \$13 billion of investment in Virginia’s communities.

VRA issues bonds and lends the proceeds to Local Governments several times a year in its Virginia Pooled Financing Program. VRA also serves as the financial administrator of programs in conjunction with state agency partners: (1) Virginia Water Facilities Revolving Fund (“Clean Water Program”), (2) Virginia Water Supply Revolving Fund (“Drinking Water Program”), (3) Virginia Airports Revolving Fund (“VARF”), (4) Virginia Dam Safety, Flood

Prevention and Protection Assistance Fund, (5) Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund, (6) Virginia Transportation Infrastructure Bank, (7) Virginia Tobacco Region Revolving Fund (“TRRF”), (8) Virginia Community Flood Preparedness Fund (“CFPF”), and (9) Resilient Virginia Revolving Fund (“RVRF”). These programs are funded by federal grants with state matching funds or state appropriations. These state and federal funds are used to make grants and low-interest rate loans.

II. Statement of Needs.

The Clean Water Program, which is partly funded through state appropriations and partly funded from federal funds received through the Environmental Protection Agency (“EPA”), is administered in part by the Virginia Department of Environmental Quality. The Clean Water Program is used to make loans to local governments for wastewater treatment purposes, stormwater control, brownfield remediation, land conservation, and agricultural best management practices (“AgBMP”). To date, more than 1,500 loans have been made, providing more than \$4 billion in financial assistance to localities across the Commonwealth. Loans for brownfield remediation, land conservation, and AgBMP projects may be made to private and not-for-profit entities. In the last five years, the Clean Water Program and AgBMP have averaged closings of 17 loans approximating \$200 million and 59 loans approximating \$10 million, per year respectively. Individual loan size can range from in the low thousands to \$100 million and greater.

The Drinking Water Program, which is partly funded through state appropriations and partly funded from federal funds received through the EPA, has made more than 600 loans and grants exceeding \$700 million combined to municipal borrowers and a handful of private waterworks since its inception. The Drinking Water Program is jointly administered by the Virginia Department of Health.

VARF was capitalized with a state appropriation. To date, \$120 million has been funded for nearly 50 projects. Virginia’s 67 public airports are eligible borrowers. This program is jointly administered with the Virginia Department of Aviation with typically one or two loan closings per year.

TRRF was established in 2015 by the General Assembly. To date, the fund has made 4 loans for \$3 million.

CFPF and RVRF, established in the 2020 and 2022 General Assembly sessions respectively, assist localities and their residents affected by recurrent flooding, sea level rise, and flooding from severe weather events through grants and loans administered by the Department of Conservation and Recreation and VRA. VRA closed the first CFPF loan in August 2026 and there are other pending loans.

DLP is a direct loan program for small loans that are inefficient to be funded by bond issuances. There have been four loans closed to date.

VirginiaHELPS is a conduit loan program that assists localities with complex financing needs. To date, there has been one loan closing for \$16 million.

The typical closing for general obligation or water and/or sewer revenue loans involve between 10 to 20 attorney hours. Each year a few unique transactions require more time. Servicing activities require a total of about 25 to 100 hours or more per year depending on various factors.

The scope of work is expected to include, but is not necessarily limited to, the following:

- Drafting loan agreements for each transaction and grant forms specific to each program.
- Coordination with VRA staff, the borrower's general counsel and bond counsel on all aspects of the loan transaction including the issuance of the borrower's bond to the VRA and negotiation of opinions to be obtained for the VRA from the borrower's general counsel and bond counsel. Advise on appropriate covenants for inclusion in agreements between VRA and borrowers.
- Prepare or review resolutions, notices and other documents required for completing Revolving Funds transactions.
- Attend pre-closing of Revolving Funds transactions.
- Participate as necessary in various meetings with borrowers (attendance at "due diligence" meetings), financial advisors, consulting engineers, and general and bond counsel.
- Assist in and provide advice on negotiations with borrowers on security and other provisions for Revolving Funds loans.
- Provide on-going advice and assistance with respect to matters relating to Revolving Funds programs and operations to ensure compliance with all requirements of the financing documents.

III. Proposal Preparation and Submission Instructions.

A. General Requirements.

To be considered, proposals must be received by VRA no later than 3:00 p.m. EST, on October 30, 2026. Interested parties should submit proposals electronically to sjones@virginiaresources.org.

Interested parties may submit written comments or questions on any aspect of this Request for Proposals on or before 3:00 p.m., EST, on October 16, 2026. Such comments or questions shall be submitted to Stephanie Jones by e-mail at sjones@virginiaresources.org. VRA reserves the right to extend either of the foregoing deadlines or to issue addenda modifying this Request for Proposals, as it deems necessary. Notice of such extensions and/or modifications, as well as answers to questions or comments, will be provided on VRA's website at www.VirginiaResources.org/transparency/procurement/.

VRA shall have the sole right to determine whether any noncompliance by a proposal with any of the requirements herein is substantial in nature, to reject any proposal deemed by VRA in its discretion not to be in substantial compliance with the requirements herein, and to waive (or to allow an Offeror to correct) any noncompliance determined by VRA in its discretion not to be substantial in nature. VRA reserves the right to not select any proposal.

By submitting their proposals all Offerors are deemed to certify that they are not currently barred from submitting bids/proposals on contracts by any agency of the Commonwealth of Virginia.

All proposals shall become the property of VRA and will not be returned to the Offerors.

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

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

VRA is committed to increasing the opportunities for participation of small, women-owned, and minority-owned ("SWaM") businesses located in the Commonwealth of Virginia in all procurement and contract activities. VRA welcomes and encourages the participation of SWaM businesses to respond to all Invitations for Bids and Requests for Proposals.

All Offerors are hereby placed on notice that neither VRA nor its employees or agents or members of its Board of Directors shall be lobbied either individually or collectively regarding this RFP. Offerors, consultants and their agents are hereby advised that they are not to contact members of VRA for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit, or have submitted a Proposal.

B. Specific Proposal Instructions

The proposals must provide the following information and documents:

1. **Primary Contact and Assigned Personnel.** Give the name, title, firm, address, telephone number, and email address of the one individual who would be primarily responsible for this engagement. Identify the individuals who would perform the work in this engagement and describe how their responsibilities will be assigned and managed. Provide resumes for each person, including background and experience relevant to this engagement, and each person's capacity to provide advice as quickly as needed if the primary contact for the engagement is not available. Counsel will not be compensated for

work completed by any individual other than those named or later approved by the Authority prior to beginning such work.

2. **Commitment to Professional Responsibility and Due Care.** Each Offeror shall certify that the attorneys listed to perform the work in this engagement are all in good standing with their respective bars and shall endeavor to maintain such standing for the duration of the appointment. Should the professional status of any of the listed attorneys change, the Authority shall be notified within three (3) business days. Offeror also certifies that the individuals listed as potential timekeepers agree to exercise professional due care in the fulfillment of their obligations under this RFP.
3. **Experience and Knowledge.** Describe in detail each attorney's expertise relevant to this RFP.
4. **Public Agency Experience and Knowledge.** Describe each attorney's experience advising and representing public agencies and institutions.
5. **Changes in Laws and Regulations.** Briefly describe the Offeror's process and resources for keeping abreast of changes in state and federal law and regulation such as the Virginia Public Finance Act, Virginia Water and Waste Authorities Act and for maintaining the legal expertise necessary to successfully represent the Commonwealth's interests in such matters.
6. **References.** All Offerors shall include a list of three (3) references for whom comparable work has been performed in the last five (5) years. This list shall include name, person to contact, address, telephone number, e-mail address, and information regarding the engagement such as scope of work and engagement period.
7. **Conflicts.** Any attorney or firm selected for this engagement would be precluded from representing any client in any matter against the Authority and its employees. This prohibition will extend to any member of the Offeror's firm. If your firm is representing clients or previously represented clients in matters where the exercise of your professional judgment in this engagement might be affected, identify and describe each situation.
 - a) If you are representing clients in litigation with a Commonwealth agency, any political subdivision of the Commonwealth, any institution of higher education, or the Commonwealth itself, identify and describe each situation.
 - b) If you are representing clients in contract or other matters where, in your judgment, the exercise of your professional judgment on behalf of a Commonwealth agency, any political subdivision of the Commonwealth, or institution of higher education might be affected, identify and describe each situation.
 - c) If any member of, or associate in, your firm serves on any board, commission, committee or other organization related in any way to any public body related to this RFP or the Commonwealth, identify each individual, provide the title of each

individual, and the capacity in which he or she serves with that board, commission, committee, or other organization.

- d) If any member of, or associate in, your firm serves as a member of the General Assembly, give the name and title of each individual.
 - e) Please acknowledge your ongoing commitment to identify client conflicts and notify the Authority of conflicts issues as soon as possible and practicable.
8. **Professional Liability Coverage.** Describe your professional liability coverage for work of this type, including limits of coverage and the expiration date. Attach a copy of the cover page of your policy.
9. **State Corporation Commission Form (Attachment A).** Attach a completed State Corporation Commission Form.
10. **Other Disclosures.** Describe any investigations by governmental or authoritative bodies or disciplinary actions related to the firm or staff or any past or pending matter that may be interpreted to reflect negatively upon the firm's commitment to compliance with laws or professional standards.

IV. Evaluation and Award Criteria.

A. Evaluation Criteria.

The Offerors submitting proposals must have the capabilities and qualifications described below:

- 1. Capacity and Resources. The Offeror must have the capacity and resources to perform all of the previously-described services in a prompt, responsive manner and with excellent work quality in the timeframe needed.
- 2. Expertise and Experience. The Offeror's staff must have demonstrated expertise and significant experience in serving clients (such as governmental entities and authorities) similar to VRA.
- 3. Record of Performance. The Offeror and its staff must have a record of highly satisfactory performance in providing prompt, effective and responsive services to clients similar to VRA.
- 4. Staff Qualifications. The Offeror's staff who will be assigned responsibilities for the performance of any of the aforementioned services under the contract must have the education, experience, knowledge, skill and qualifications necessary to adequately perform the services for which they will be responsible.
- 5. Professional Liability Insurance. The Offeror must have in full force and effect professional liability insurance with an insurance company and in an amount acceptable to VRA.

6. Small, Women and Minority Owned (“SWaM”) Business. The Offeror should demonstrate its qualification as a DSBSD-certified small business, or its utilization of DSBSD-certified small businesses, including their qualifications related to the work expected to be performed. If your firm is certified by DSBSD, provide your certification number.

B. Award of Contract.

1. Evaluation Factors. The Offerors will be evaluated by VRA using the following evaluation criteria.

Criteria	Points
Overall approach and understanding of VRA’s needs	35
Experience and professional qualifications	35
Compliance with contract terms and conditions	10
Overall quality and completeness of proposal	10
SWaM Qualification	10
Total	100

2. Selection Process. VRA shall rank each of the Offerors in accordance with the evaluation factors listed above. Based upon such ranking, VRA shall select two or more Offerors deemed fully qualified, responsible and suitable on the basis of the proposals to provide the aforementioned services. VRA shall thereafter engage in interviews and/or discussions with the Offerors so selected.

At this stage, VRA may obtain written and/or oral recommendations from one or more of the clients of each such Offeror listed as a reference in such Offeror’s proposal or otherwise identified therein or known to VRA. Also, VRA may require the Offeror to provide such additional information and documents as VRA may deem necessary or appropriate to conduct its review and evaluation of the proposal.

The review and evaluation of proposals and the interviews, discussions and negotiations with Offerors are to be conducted by a selection committee formed by VRA.

3. Award. 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 Request for Proposals. Negotiations shall be conducted, beginning with the Offeror ranked first. The Offeror(s) so selected must propose a fee structure which is fair and reasonable for the services to be performed. Such estimates and fee structure shall be based upon a fixed schedule of fees for the initial term of the contract. Offeror must also propose a fixed schedule of fees for each of the additional annual terms. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror

ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. After negotiations have been conducted with each Offeror so selected, VRA shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). VRA reserves the right to make multiple awards as a result of this solicitation.

VRA may cancel this Request for Proposals 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 (§ 2.2-4359 D of the Code of Virginia). Should VRA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

Pricing. Pricing as described below must be fair and reasonable and will be considered during the negotiation phase of this procurement. The Authority will not authorize payment for work that fails to comply with the terms and conditions of the contract, that is excessive or disproportionate in time or task, or that is contrary to any policy, term or condition as may be specified by the Authority now or in the future.

- a) **Normal Billing Rates.** List normal hourly billing rates Offeror charges for any persons identified in this RFP as assigned personnel and identify other timekeepers (including paralegals) who will bill on an hourly basis, along with their normal rates. Timekeepers will not be approved if they are not personally named with a corresponding title and billing rate.
- b) **Proposed Billing Rates and Methods.** List any discount in hourly billing rates the Offeror is willing to provide under this proposal. While there are many creative ways in which a firm can supply lower rates, examples of favorable proposals might include: standard hourly rates subject to an agreed upon ceiling rate, standard hourly rates less an agreed upon percentage, flat rate proposals, blended rate proposals or other billing methods. You should also provide information on how you propose to keep track of, and charge for, any expenses. Incidental office expenses, such as photocopies, facsimiles, mailing postage, courier fees and office supplies will not be reimbursed for this work. Occasional and extraordinary expenses, such as court filing fees, legal research expenses, and extraordinary photocopy costs, may be reimbursable if itemized with appropriate receipts or other appropriate documentation. No fees or expenses will be paid for travel time or mileage, except in cases when the attorney's travel exceeds 50 miles one way. Attorney travel in excess of 50 miles one way will be reimbursed at one-half the hourly billing rate if itemized with receipts or appropriate documentation, in accordance with laws and regulations of the Commonwealth. If you previously held a Commonwealth appointment during the last three years, please state the prior approved rates and any increases you were granted during the engagement

period. If you are asking for an increase in your rate since the last procurement, please include in your proposal any assumptions upon which your hourly fee is based and any factors that you believe would justify an increase in the fee.

- c) **Discrete Projects.** If the Authority desires Counsel to undertake a discrete project such as a formal written opinion, administrative proceeding, or assistance with litigation, Counsel shall, within ten (10) working days from the date of request, prepare a budget covering all projected legal time and disbursements. In the case of long term projects, budgets will be prepared on an annual basis or as otherwise directed by the Authority. In either case, Counsel shall be responsible for staying within the budget agreed upon and will not exceed it without the express and advance written approval of the Authority. If the budget is to be exceeded, a supplementary budget will be prepared and submitted to the Authority for approval in advance. Unauthorized billings will not be paid.
 - d) **Billing and Payments.** Counsel will bill for legal services under this appointment at the conclusion of an assigned matter or the Authority will approve interim billing (i.e., quarterly) on a case-by-case basis. Counsel will provide the Authority with detailed statements that will permit thorough monitoring of legal services. The billing statement for each matter must contain a detailed description of the work performed on a daily basis, identifying all personnel involved, the amount of time expended and the authorized charges associated with the work performed. Billing will also itemize each task or activity and the amount of time expended per task, to permit thorough monitoring and review.
- 4. Accept and/or Reject In Whole or In Part. VRA reserves the right to accept and/or reject any proposal in whole or in part.
 - 5. Approval of Subcontractors. VRA reserves the right to approve any subcontractors.

V. General Terms and Conditions.

Each Offeror agrees to the following terms and conditions:

- 1. The solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia, but only in the event the parties are unable to resolve the claim or dispute in good faith by using an alternative dispute resolution as set forth herein. The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.
- 2. By submitting its proposal, each Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror in connection with its proposal and that it has 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 nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3. The term of the contract shall be three-and-a-half (3.5) years with VRA to have the option to renew the contract for up to two (2) additional terms of one (1) year each. Price increases may be negotiated only at the time of renewal. If VRA elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the 'services less energy services' category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. If during the subsequent renewal period, VRA elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the 'services less energy services' category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The contract may be terminated by either party, with or without cause, upon sixty (60) days' advance written notice to the other party.
4. 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. No fixed price contract can be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater.
5. In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar services, VRA may, with written consent of the Offeror, extend this contract for such a period as may be necessary to afford VRA a continuous supply of the identified services.
6. The contract shall specify the fee structure agreed to by VRA and the Offeror and the manner and timing for the submission of bills. In the contract, the Offeror must agree to maintain the above-described professional liability insurance during the term of the contract. The contract shall require the prior approval of VRA for any change in the individuals or subcontractors who are designated in the proposal to serve on the VRA account or any change in their respective responsibilities. The contract shall provide that the contract shall not be assigned in whole or in part, and the performance of any services thereunder shall not be subcontracted, without the prior written approval of VRA. The Offeror's proposal and any modifications thereto required or approved by VRA will be incorporated into the contract. All other terms and conditions of the contract must be satisfactory to VRA.
7. The contractor assures that information and data obtained as to personal facts and circumstances related to persons will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's

and VRA's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify VRA of any breach or suspected breach in the security of such information. Contractors shall allow VRA the option to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working with personally identifiable information may be required to sign a confidentiality statement.

8. The following provisions shall be included in the contract:

Anti-Discrimination

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

Non-Discrimination by Persons Contracting with VRA

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

- a) The Offeror will not discriminate against any employee or applicant for employment because of race, religion, sexual orientation, gender identity, color, sex, national origin, age, political affiliation, disability, veteran status, status as military family, or 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 Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements set forth herein.

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

Non-Discrimination

VRA does not discriminate on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, veteran status, or status as a military family, or any other basis prohibited by state law relating to discrimination in employment.

VRA does not discriminate against faith-based organizations.

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.

Immigration Reform

The Offeror, by signing the bid or proposal, certifies that it does not, and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Forced or Indentured Child Labor

During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, “forced or indentured child labor” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Drug-Free Workplace

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

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

Payment

- a) A payment clause that obligates a contractor on a construction contract, in the event that the contractor has not received payment from VRA for work performed by a subcontractor under such contract, to be liable for the entire amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the contractor shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a construction contract contrary to this section shall be unenforceable. Nothing in this section shall be construed to (i) apply to or prohibit the inclusion of any retainage provisions in a construction contract or (ii) apply to contracts awarded solely for professional services as that term is defined in § 2.2-4301 of the Code of Virginia where VRA is contracting directly with an architectural and engineering firm.
- b) If work hereunder is performed by a subcontractor, then, within seven days after receipt of amounts paid to Offeror by VRA for work performed by the subcontractor, Offeror must either (i) pay the subcontractor for the proportionate

share of the total payment received from VRA attributable to the work performed by the subcontractor under this contract, or (ii) notify VRA and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- c) Offeror must provide its social security number or its federal employer identification number.
- d) Offeror must pay interest to all subcontractors on all amounts owed by Offeror that remain unpaid after seven days following receipt by Offeror of payment from VRA for work performed by any subcontractors under this contract, except for amounts withheld as allowed in subsection (b) (ii).
- e) Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- f) Offeror must include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as are set forth in this Section with respect to each lower-tier subcontractor.

Indemnification

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

Contractual Disputes

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

No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by VRA's Executive Director, or his or her designee. The contractor may not institute legal action prior to the receipt of the final written decision on the claim unless VRA fails to render a decision within ninety (90) days of submission of the claim. Failure of VRA to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for VRA's failure to

render a decision within ninety (90) days shall be the contractor's right to institute immediate legal action.

Alternative Dispute Resolution

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

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

Attachment A – State Corporation Commission Form

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

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

OR

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

OR

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

OR

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

OR

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