

REQUEST FOR PROPOSALS

RFP

Issue Date: July 31, 2009

Title:

RFP#: FMFADA-101-2009

Fort Monroe Long Range Interpretive Master Planning
Services

Commodity Code:

91800 Consulting Services

Issuing Agency:

Fort Monroe Federal Area Development Authority
151 Bernard Road
Fort Monroe, Virginia 23651

Where work will be performed:

Fort Monroe, Virginia

Period of Contract:

Date of award through June 30, 2010

Contract Renewal Period:

May be continued

Proposals for furnishing the services
described herein will be received until:

August 17, 2009: 2:00 pm

All inquiries for information should be
directed to:

Ms. Conover Hunt
Deputy Director, FMFADA
Telephone: (757) 637-7778
Fax: (757) 637-7776
Email: chunt@fmfada.com

**SEND ALL PROPOSALS DIRECTLY TO ISSUING AGENCY. IF PROPOSALS ARE HAND
DELIVERED, DELIVER TO: FMFADA, 151 Bernard Road, Fort Monroe, Virginia 23651**

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

Name and Address of Firm:

_____**DATE:** _____

_____**By:** _____

_____**Title:** _____

_____**Zip Code:** _____**Tel:** (_____) _____

FEI/FIN NO. _____**Fax:** (_____) _____

E-mail: _____**Web Address:** _____

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract with the Fort Monroe Federal Area Development Authority (FMFADA), the Owner, for Long Range Interpretive Master Planning Services for Fort Monroe, Virginia, a federal military reservation including a National Historic Landmark (NHL) District located in Hampton, Virginia, and slated for closure by the U. S. Army by the Base Realignment and Closure (BRAC) Commission in 2005. The date set for closure is September 14, 2011. The selected Offeror will organize a team of qualified professionals to perform the scope of work and designate one professional as the Interpretive Master Planning Coordinator (IMP Coordinator). The Coordinator will be the Point of Contact (POC) with the Owner and will direct the project.

II. BACKGROUND:

FMFADA

The Fort Monroe Federal Area Development Authority (FMFADA), created by Act of the Virginia General Assembly in 2007, is charged with developing and implementing a reuse plan for Fort Monroe. The FMFADA is a political subdivision of the Commonwealth of Virginia. Led by an 18-member appointed Board of Commissioners, the FMFADA serves with the Department of Defense as the Local Redevelopment Authority (LRA) for the scheduled closure in 2011. The Owner has engaged the services of national consultants in the areas of town planning, BRAC law, environmental engineering, structural engineering, historic preservation architectural and planning services, commercial and retail economic analysis, tourism and public relations/marketing to assist in the reuse planning. The concept reuse plan approved in August, 2008 contains the vision for Fort Monroe. The FMFADA maintains an office at Fort Monroe and works with a small permanent staff assisted by state personnel as needed.

FORT MONROE

Fort Monroe's current boundaries encompass 570 acres, including 110 acres of submerged lands and 85 acres of wetlands, in addition to more than 180 historic structures and features that contribute to the Fort Monroe NHL District, including the namesake stone fort completed in 1834. Fort Monroe was built for coastal defense and housed one of the Army's first field schools of military education, for the artillery.

Originally named Point Comfort by Captain John Smith in 1607, the first fortifications at the point were erected in 1609. Further exploration of the James River and Chesapeake Bay led to the early renaming of Point Comfort as Old Point Comfort, the designation it has held since the mid-seventeenth century. The site currently contains one museum, the Casemate, a part of the Army's TRADOC (Training and Doctrine Command) system of museums. The museum interprets the history of Fort Monroe and Old Point Comfort and includes the cell where former Confederate President Jefferson Davis was imprisoned in 1865. Other noted individuals associated with Fort Monroe include Chief Blackhawk, Edgar Allan Poe, Robert E. Lee, Abraham Lincoln, and Ulysses S. Grant. The fort remained in Union hands throughout the Civil War and was a key staging ground for the Union campaign in Virginia and along the Atlantic.

In 1861, Commanding General Benjamin Butler gave sanctuary to three runaway slaves, declaring them free Contraband of War. The decision earned the site the name Freedom's

Fortress and led to the Emancipation Proclamation nearly two years later. Fort Monroe gave sanctuary to more than 10,000 slaves who used the decision to seize their freedom during the war. Efforts to educate this newly freed population led to the founding of Hampton Institute, now Hampton University.

HISTORIC PRESERVATION

The majority of the site was named a National Historic Landmark District in 1960. The Army will undertake further research to expand and update the NHL district prior to its departure in 2011. In addition to immediate LRA activities related to property use, the Authority is a signatory of a Programmatic Agreement (PA) under Section 106 of the National Historic Preservation Act (NHPA). The PA for this action recognizes the US Army's federal undertaking in the closure of Fort Monroe and specifies actions to mitigate the closure's effects on historic properties covered by the NHPA and future requirements in order to avoid, minimize, or mitigate adverse effects.

Fort Monroe is closing September 14, 2011. Provisions of the PA as currently drafted require certain items to be underway or complete prior to that date (completing view shed and cultural landscape studies, hiring a Fort Monroe Historic Preservation Officer, adopting Design Standards, etc.). Responsible parties are identified for each task and performance deadlines are assigned. The Authority will be responsible for completing an interpretive and educational plan. The Authority intends to contract for professional planning services to coordinate a comprehensive planning process for the development of a Long Range Interpretive Master Plan, consistent with the model standards adopted by the National Park Service (NPS). The process should include active solicitation of public and community involvement.

There are five key essentials that have driven the FMFADA reuse planning and remain central to all future planning efforts:

1. Respect the site's historic assets
2. Open the site to the public
3. Achieve economic sustainability
4. Create an open space park
5. Allow new development under strict limits.

Given the national significance of the fort, whose construction dates to 1819-1834, and its place in many aspects of American history, including its unique importance in African-American history, as well as military and social history, and the history of Old Point Comfort as a resort, there is strong public interest in interpretive and educational public programs at the property. In addition to heritage tourism potentials, the site offers many outdoor and natural resource-based recreational features. Fort Monroe faces the entrance to the Chesapeake Bay and Hampton Roads Harbor, boasts water on three sides, and has 3.2 miles of waterfront on the Bay with some dune beaches, and is home to many birds, for example. Other amenities include access to shallow water suitable for canoeing, sculling, and small boat usage, a 332-slip wet storage marina, and a travel park for recreational vehicles that could be increased in size.

The present operating military base has a beachside former officer's club, a state of the art fitness center, an activity center with lap pool, a regulation basketball court, a craft shop, a bowling alley, tennis courts, a baseball field, and miles of jogging tracks. Given the NHL

status of the site, new construction will be strictly limited in amount, height, and design. The historic buildings will be adaptively and creatively reused with some considered for use in organized cultural programs for the public. The identification of buildings for consideration for public programs will be made during the IMP process. Options and phasing recommendations are expected as a part of a critical planning process that takes into account both tourism and economic data. The reuse plan can be viewed on the FMFADA web site, www.fmfada.com.

THE IMP

The FMFADA will combine heritage (human and natural history) and recreational visitor services under the scope of work for the Long Range Interpretive Master Plan (IMP). Tourism and economic consultants have prepared initial studies for the site, and the FMFADA will sponsor additional research, including audience surveys, in the future and during the planning process where in order to inform the IMP. The Long Range Interpretive Master Plan (IMP) will identify areas for additional studies as a part of its work. The IMP will consider the entire 570-acre site in recommending locations for future public programs and amenities

The IMP will serve as a key planning document upon which to build public programs and their business management plan at Fort Monroe. Although the FMFADA will plan for an initial regional tourism market, the agency anticipates that the interpretive, educational, and recreational programs will eventually draw national and international visitors to the site. As part of approval by the FMFADA, the IMP will be evaluated to determine the contribution of its recommendations and implementation toward the goal of achieving economic sustainability in future operations at Fort Monroe. Tourism and recreational activities will have to generate some revenue to ensure long term stewardship of the historic site.

III. STATEMENT OF NEED:

A. General

The design development and implementation phases of the overall IMP are expected to take years and to be implemented in achievable increments of 1-5 years. This IMP will identify a range of public programs that can be implemented over a long period. It will also identify specific programs and activities that can be successfully implemented in the initial and subsequent implementation phases. The selected Offeror will need to interface with other FMFADA consultants and take into account studies that impact real estate development, space planning, architecture, public relations, historic preservation, economic analysis and institutional management. All proposed future public programs will be weighed in terms of the five key planning essentials noted above, including their potential to add to the ability of Fort Monroe to achieve sustainable revenue streams through heritage tourism, recreation, and cultural programming.

B. The Interpretive Planning Model:

The IMP shall be consistent with the philosophical approach and planning steps outlined in the National Park Service model for Long Range Interpretive Master Planning, available from the NPS Harpers Ferry Center. Online sources are at the

web site <http://www.nps.gov/hfc/products/ip.htm>. The model is explained there in “Planning for Interpretation and Visitor Experience” (1998, an overview). Another valuable overview, “Comprehensive Interpretive Planning,” can be found at the same site. The web site also provides examples of NPS Long Range Interpretive Master Plans. Offerors are urged to consult this site for examples of recent IMPs.

Fort Monroe is not presently a unit of the National Park Service, nor is there a formal affiliation with the federal parks system at this time, outside the site’s status as an NHL. However, NPS may provide technical assistance to the FMFADA to advance the Authority’s interpretive planning activities. Furthermore, the FMFADA has a working group that is examining possible avenues for some future affiliation with the NPS system.

The selected Offeror shall work with the Owner’s staff and appropriate consultants and stakeholders to shape the major elements and steps to be used in the planning process, consistent with the NPS model, as follows:

1. Clarification of site purpose
2. Definition of site significance
3. Identification of interpretive themes site wide
4. Review and needs assessment of resource areas
5. Analysis of visitor expectations and definition of desired visitor experiences
6. Formulating recommendations to achieve a clear set of goals and objectives, the later to include recommended media, facilities and locations options for the presentation of programs, and a business plan for their implementation and management, including phasing options
7. Specifying a procedure for ongoing evaluation

A distinct aspect of the FMFADA Interpretive Master Planning is the decision to include the business plan directly in the IMP, in contrast to the NPS model to develop a separate General Management Plan that assumes a level of federal support for the park.

C. Role of the Historic Preservation Advisory Group

The FMFADA By-Laws contain provisions for a 9-member Historic Preservation Advisory Group of professionals in the areas of resource management, design standards for new construction, visitor orientation and educational programs, related marketing plans, and business planning for long term management of publicly accessible historic assets. Two representatives—those from the Virginia Department of Historic Resources and National Trust for Historic Preservation—are *ex officio*. Four representatives are appointed by the Governor of the Commonwealth, and three are appointed by the FMFADA Board of Commissioners. The HPAG meets bimonthly, reviews progress on historic preservation and educational planning and other issues pursuant to its charge to with help guide the development of a financially self-sustaining stewardship plan for the long-term management and use of the historic assets at Fort Monroe.

The IMP process falls under the aegis of the HPAG, which will participate in the process, review progress, and advise the FMFADA Board on appropriate recommended approaches.

IV. SCOPE OF WORK AND TEAM QUALIFICATIONS

I. General Requirements

After careful deliberation, the FMFADA has decided to solicit proposals from an Offeror who has organized a team of specialists to fill specified positions on a Core Team, to fulfill the scope of work in preparing a Long Range Interpretive Plan for the site. Additional specialists already available to the FMFADA who will inform the IMP are listed below.

A. Core Team Members: The Owner has identified the following fields of specialization to be included by the Offeror to participate on the core planning team:

1. IMP Coordination/project management
2. Administrative support
3. Cultural Business Planning
4. Educational Programs

The FMFADA reserves the right to reject any member(s) of the proposed Core Team if, at its sole determination, that professional does not meet the qualifications specified in this Request for Proposal. This decision will not necessarily disqualify the proposal and the FMFADA will negotiate a solution with the Offeror.

B. Core Team Experts Provided by the FMFADA:

5. FMFADA Marketing Consultant
6. Tourism Consultant

C. FMFADA Consultants also available to assist in the IMP Process:

1. FMFADA Historic Architecture Consultant
2. FMFADA Preservation Planning Consultant
3. FMFADA Economics Consultants
4. FMFADA Civil Engineering Consultants
5. FMFADA Environmental Consultant

D. Expertise and Reports from FMFADA Study Groups:

1. **African American Culture Working Group**: a subgroup of the Historic Preservation Advisory Group, this team of museum professionals is preparing a report on potential African American themes and educational programs and possible partners for submission to the IMP Core Team in the fall of 2009 following review by the HPAG. Specialists may be invited to participate in sessions as desired.

2. **NPS Working Group**: a subgroup of the HPAG, this team is exploring the range of

possible affiliations with the NPS. The report will be presented to the IMP Core Team following review by the HPAG and FMFADA. The IMP Core Team will be kept updated on future activities of the group.

3. **Natural Resources/Recreation Working Group**: a subgroup of the HPAG, this team of natural resource and recreational specialists, is preparing a report recommending natural resource and outdoor educational and recreational programs that will be submitted to the IMP Core Team following review by the HPAG. Specialists may be invited to participate in sessions as desired.

4. **Museum Group**: this independently organized group of five museums, including the Casemate Museum, each of which have expressed an interest in establishing a presence at the site, has prepared a draft collaborative interpretive plan which will be available to the IMP Core team. Representatives will be available to participate in sessions as desired.

E. Planning Format: The FMFADA, its committees and its HPAG are public bodies subject to the Open Meeting Act. With few exceptions, the work of the FMFADA is open to FOIA requests. The Offeror should anticipate that while IMP work sessions are not public meetings, the presence of three or more members of the FMFADA Board, or of a Board committee or of the HPAG triggers public meeting requirements.

The FMFADA encourages a highly public planning process and has been receiving recommendations about interpretive, recreational and educational programs from stakeholders and the public for nearly three years. The Owner prefers that the formal planning begin with a public visioning workshop to recap earlier public comments and to gather additional information for use later in the planning sessions. The Owner also requests that the IMP include another town-hall meeting near the completion of the plan to gauge public reception about the proposed programs before the final report is presented to the FMFADA Board.

F. Location of Sessions: The planning sessions will take place at Fort Monroe. Locations for the initial visioning session and the town hall meeting, plus the planning sessions will be determined by and arranged by the FMFADA staff.

G. Number, Frequency and Content of Sessions: To be included in the proposal by the Offeror. Topics should be consistent with the NPS model in sequencing and should maximize the opportunity for public participation, community input, resource specialist and scholarly input and the ability to have each phase of the planning build on previous efforts.

H. Stakeholders, Resource Specialists and Scholars: The FMFADA has worked with a number of stakeholders and specialists and will provide this list to the IMP Coordinator. The selected Coordinator, working with the other members of the Core Team, will identify additional institutions and individuals to invite to participate in planning sessions.

I. Recording. The Offeror should include a person to attend planning sessions and record minutes and ideas of the group as the planning takes shape. The minutes will be posted on the FMFADA web site.

J. Parameters of the Plan: The FMFADA seeks a comprehensive and critical planning process and a strong conceptual plan. The budget does not include significant funds for

design development. Each Offeror should submit a description of design elements proposed for inclusion in the IMP and list the associated costs. The plan will include goals and objectives, an inventory of assets/resources, recommended actions, costs and a proposed implementation matrix with projected timeframe and/or timeframes in the case of options.

2. Core Team Members Scope and Qualifications

A. Role of IMP Coordinator

The selected professional will be designated as the Offeror's project manager and will become the "public face" of the project. He/She will be a part of the larger institutional FMFADA consultant team and will report regularly to that group on progress of the IMP project. S/he will also report to the Historic Preservation Advisory Group at its 6 meetings per year, and will make up to 3 presentations, including either a first draft or final report to the Board of the FMFADA.

The IMP Coordinator will supervise and coordinate with the other members of the Core Team (2-6) and with the FMFADA's current specialists to advance the project.

The Coordinator will supervise the other designated Core Team members in the preparation of the IMP Report, and will write the final draft for narrative consistency and accuracy. The Coordinator will be the lead representative of the IMP in presentations to the public.

Skills: The ideal candidate for IMP Coordinator should possess the following skills and qualifications:

1. A highly imaginative approach toward interpretive and educational planning for contemporary audiences, with the ability to incorporate new technologies and approaches toward public enrichment and enjoyment.
2. The ability to synthesize information from a variety of sources and to communicate meaningfully through oral, written and presentation media.
3. The ability to achieve consensus among diverse resource specialists and stakeholders in a highly public process.
4. A keen understanding and appreciation of the need to incorporate tourism and marketing goals in the planning process.
5. A market-oriented approach that brings an economic sustainability perspective to the long range plans for public programs at the site, and responds to the Owner's interest for revenue generation.

The FMFADA seeks an IMP Coordinator to provide expert services in the following areas:

1. Content and Schedule of Planning Sessions and Identification of Key Participants:

The selected Offeror will work with the Owner and its representatives and other identified resource specialists to devise a schedule and agenda for planning meetings, and make suggestions of resource specialists, scholars and stakeholders who should participate in the planning. NPS shall be invited to participate on the planning process as

resource and educational specialists. Separate travel and payment arrangements will be made as appropriate, for which the Offeror will perform a coordinating role.

2. Lead the Core Team and Coordinate Planning:

The FMFADA has a small staff, so the IMP Coordinator shall bear the main responsibility in working with the Core Team between sessions, in proposing the agenda for individual sessions, and in chairing meetings. This work may require the selected Offeror to contact resource specialists, scholars and stakeholders to participate in individual sessions, and to play an active role in arranging logistics and drafting meeting notices for distribution from the main office. The FMFADA will arrange travel, lodging and per diem for scholars and resource specialists and will pay all honoraria directly. The Coordinator shall embrace the team-building and leadership role with enthusiasm and may coordinate administrative support with the FMFADA staff as needed.

3. Research:

The IMP Coordinator shall become familiar with the state of knowledge of the content elements of the planning, and will make recommendations to the Owner about the need for additional research. The PA specifies the following general themes for examination in the IMP:

1. Natural history and ecology
2. Native American coastal history and culture.
3. Military history, with emphasis on the Civil War era
4. African American history with a focus on the Contraband history and its impact
5. Significant individuals associated with Fort Monroe
6. Maritime history of the middle Atlantic
7. Architectural and engineering history

4. Presentations:

In addition to participating in monthly institutional FMFADA consultant conference calls, the IMP Coordinator must attend every regular FMFADA board meeting within the contract term and make three presentations on progress to the Board. S/he will attend and present at every regular meeting of the Historic Preservation Advisory Group within the contract term. The IMP Coordinator shall lead the initial visioning session and must coordinate presentations at the town-hall meeting to inform the general public about the direction of and the final recommendations of the IMP.

5. Writing the Final IMP Report:

The IMP Coordinator will write the planning report, based on drafts prepared by the Business Plan, Education, Marketing and Tourism members of the Core Team, and oversee the creation of appendices drafted by members of the Core Team and others as appropriate.

6. Specific Requirements

General

- A. The IMP Coordinator shall be responsible for the entire project from start to finish and act as the FMFADA representative in all situations relative to the project. The selected Offeror for these services shall furnish all requested labor, materials, and resources for services during the completion of the IMP. The FMFADA will provide limited support from its small staff, will supply the services of designated professionals already serving on its national consulting team, and will make arrangements for meeting on site, assist in arranging lodging for participants and otherwise facilitate the process. The initial term of the awarded contract will be one year. Recognizing the collaborative nature of civic engagement, renewals may be desired.
- B. Will review the current status of work and take any action needed to keep the project within budget and on schedule. He/she shall make recommendations to the Owner for changes but must make no decisions without the Owner's approval. Response time for any requests for action by the Offeror shall be 48 hours.
- C. Shall make regular progress reports to the Owner noting all changes, problems to be resolved and budget issues. The reporting frequency will reflect current work activities.
- D. Should do research as requested by the Owner and prepare written reports, and make up to 4 verbal presentations to non-FMFADA groups and individuals essential to the success of the project.
- E. May recommend to the Owner ways to alleviate identified problems.
- F. Shall not interpret or change approved plans and specifications.
- G. Will perform other duties related to the project as necessary and upon mutual agreement with the Owner.

B. Role of the Assistant to the Coordinator

The FMFADA has a small staff and will be unable to devote adequate clerical personnel to the IMP project. Accordingly, the Offeror should include a qualified assistant to work with the Coordinator in planning meetings, making arrangements for presenters, scribing the meeting sessions and recording ideas presented by stakeholders, resource specialists and the public. Strong computer skills, tact and a familiarity with the language involved in the preparation of interpretive programs are required.

C. Role of the Cultural Business Planner

The Offeror will serve as the lead cultural business planner, and will develop a business plan and/or plans from the program ideas developed during the planning process. Input will come from the Client and representatives, other Core Team members, FMFADA commissioners, IMP stakeholders, scholars, resource specialists, the general public and community, through a series of open meetings. Additional input will come from FMFADA management, leadership and FMFADA's HPAG; state personnel involved with the FMFADA, representatives from neighboring governments, and from the

FMFADA's national consultants in institutional strategic planning, economic analysis and the nonprofit corporation organized to support the cultural activities of the Authority.

The Offeror's cultural business plan will be inserted into the IMP Report and its FMFADA-approved content is intended to be integrated into the overall strategic business plan for the parent organization.

Duties include attendance/participation in meetings of the Core Team, additional attendance/participation at key formal monthly open planning sessions, periodic meetings and communications with FMFADA management, leaders, HPAG, government personnel and consultants, and communications with other cultural organizations in the region.

The FMFADA anticipates that the business planner will engage in discussions with the five institutions in the Museum group, and any others who may express interest in establishing a physical presence at Fort Monroe, or whose participation at Fort Monroe is identified as advantageous in the course of the planning process. The planning process shall consider the major requirements for these museums while clearly defining the responsibilities and costs to the FMFADA.

The initial business plan will include suggested formularized design development and implementation costs for programs and related facilities that can be completed in the initial 5-10 years of operation. The organizational chart and staffing plan should anticipate needs for a further five year period. The plan may include recommendations for the structure and responsibilities of a nonprofit and management and administration of proposed Public Programs. The Offeror will write the draft business plan section of the IMP report, the main project deliverable, which, after stylistic changes by the Coordinator, will be presented to the HPAG for review and to the Board of Commissioners of the FMFADA for approval. The FMFADA Board will provide concept approval on progress, format and direction at its June 2010 meeting, and defer final approval until the full IMP Report is ready for presentation.

The Cultural Business Planner should plan to make two presentations of the business plan to the Historic Preservation Advisory Group and one to the FMFADA Board.

Fort Monroe/Old Point Comfort is a unique historic site with a wide variety of important stories embedded in its soil. The FMFADA seeks a business planner who will create a custom plan that is site appropriate and at the same time utilizes the best national practices available in the field. The FMFADA is interested in promoting partnerships for the presentation of public programs; efforts to promote such partnerships will form a key part of the planner's work.

Qualifications:

Adequate education, training and experience to handle the scope of work.

Ten years experience in developing cultural business plans in museums and historic sites.

Experience in developing business plans involving natural resource programs
strongly desired.

Previous experience in writing business plans for inclusion in a larger institutional
strategic business plan desired.

Familiarity with effective national trends in cultural business planning.

Ability to estimate operating, capital and programmatic costs, including short and
long term staffing needs.

Knowledge of cultural institutions in the region is desired.

Outstanding oral and written communication skills.
Ability to work as a team member.
Maximum creativity and the ability to “think outside the box.”
Proven track record as an innovator in the field of cultural planning and the development of effective business plans.
Familiarity with operations of government-affiliated agencies.

D. Role of the Education Consultant

The Offeror will serve on the IMP Core Team as the lead educational planner and will develop conceptual program plans for general and special audiences of all ages from the educational ideas proposed during the planning process. For the purposes of this study, educational programs will refer to those that are not primarily associated with museum-type exhibits. Input will come from the Owner and its representatives, from stakeholders, scholars, resource specialists and the general public. The Offeror’s conceptual program plans will be evaluated by the IMP Business Planner for insertion into the overall financial plan for future public programs at the site.

Duties include attendance/participation in meetings of the Core Team, additional attendance at formal monthly open planning sessions, formulating programs from the ideas proposed, and writing a draft report on educational programs that will be edited by the IMP Coordinator and included in the final IMP report. The Education Consultant should additionally interface with stakeholder groups who want to partner with the FMFADA in the presentation of programs, but do not desire a permanent physical presence at the site.

The Offeror will be asked to become familiar with programs offered by other cultural institutions in the region. The Offeror should attend one meeting of the Board of Commissioners, and one meeting of the HPAG.

Qualifications:

Adequate education, training and experience to handle the scope of work.
Five years experience in developing educational programs in public history at museums and historic sites.
Experience in developing programs in natural resources and other cultural topics strongly desired.
Previous experience in writing educational reports for interpretive master plans.
Familiarity with Virginia SOLs, distance learning techniques, special event educational programs, ADA requirements, and effective national trends in cultural education.
Outstanding oral and written communication skills.
Previous experience with NPS-model interpretive master plans a plus.
Ability to work as a team member.
Maximum creativity and the ability to “think outside the box.”
Proven track record as an innovator in the field of public cultural education.

E. Overall Team Qualifications

The selected Offeror, operating through the Coordinator, will lead a public planning process that will involve input from the Owner and its representatives, consultants, stakeholders, the community at large, and content, resource and technical experts to include the NPS. The following qualifications are desired and in most cases will be considered “must haves.” Alternative or comparable qualifications may be considered where applicable.

1. Education, trade related training, and demonstrated experience in the field of cultural and historical interpretation to include direct experience in heritage tourism planning. Knowledge of and experience with natural resource and recreational tourism planning recommended. The Coordinator is expected to be an experienced interpretive planner.
2. Sufficient team experience leading to completion of at least one IMP based on the NPS Long Range Interpretive Master planning model.
3. Education, trade related training and experience with National Historic Landmarks and national preservation regulations.
4. Knowledge of museum planning, methods and procedures in addition to interpretive planning for historic site management.
5. Experience in preparing studies and plans of this nature for destinations and/or public agencies.
6. Conversance with major interpretive media, including but not limited to permanent and temporary exhibitions, organized educational programs and tours for youth and adult audiences, special educational events, lectures, interactive media, seminars and publication programs.
7. An excellent track record organizing interpretive and educational programs within the preservation standards applicable to National Landmark structures.
8. The ability to assess the relative financial costs and benefits of varying programs, including the assessment of potential revenue-generating programs.
9. Outstanding skills to communicate effectively and persuasively with the public.

V. DELIVERY REQUIREMENTS AND SCHEDULE:

This RFP shall be a negotiated contract with final details as to scope of work and price determined upon mutual agreement.

1. The initial contract period will end on June 30, 2010. Contract renewals may be desired and will be negotiated separately.
2. The IMP Coordinator, acting for the Offeror, shall work under the general supervision of the FMFADA Deputy Director or appointed designee.

3. Specific agreed upon tasks, products and deliverables within the contract period shall be completed on schedules approved by the FMFADA.
4. The selected Offeror in consultation with the FMFADA shall establish a mutually agreeable calendar of dates to complete the tasks and deliver the products specified in this RFP.
5. The FMFADA, in consultation with the Offeror, shall establish a payment schedule based on a mutually agreeable calendar of dates to deliver services specified above.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General:

1. RFP Response: In order to be considered for selection, Offerors must submit a completed response to the RFP. Failure to provide the requested information may be grounds for rejection of the proposal. One (1) Original and five (5) copies of each proposal must be submitted to Issuing Agency, FMFADA. No other distribution of proposal shall be made by the Offeror. Fees for each member of the proposed team should be included.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from

consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. The example of a completed IMP, prepared in accordance with the NPS model, may be submitted separately, but must be clearly marked as an appendix identifying the name of the Offeror.
- f. Ownership of all data, materials, and documentation originated and prepared for the FMFADA pursuant to the RFP shall belong exclusively to the FMFADA and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the FMFADA. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so that the FMFADA may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. The RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff, if applicable, to be assigned to the project.
 - d. Reference names and contact information: 3 for each proposed member of the Core Team and 3 for the Offeror, if a firm.
4. Specific plans for providing the proposed goods/services including:
 - a. What, when and how the service will be performed.
 - b. Time frame for completion.
5. Proposed Price. Indicate in the pricing schedule (including expenses):
 - a. Fees price break down for each member of the Core Team.
 - b. Cost for each additional meeting of the Coordinator and other Core Team members in addition to those included in the proposal.
6. The charge for additional personnel to be assigned to the project, outside the ones specified in the RFP.
7. One copy of an IMP completed by the Offeror based on the NPS IMP model.

VII. EVALUATION AND AWARD CRITERIA:

- A. Evaluation Criteria:
Proposals will be evaluated by the Owner using the following criteria:

	SERVICE	POINTS
1)	Understanding of the Assignment	<i>0-30</i>
2)	Expertise, qualifications, and references of Team	<i>0-30</i>
3)	Proposed methodology/procedures	<i>0-25</i>
4)	Price	<i>0-10</i>

5)	Small Business & Women and Minority/ Owned Business Participation (Virginia Certified SWaM)*	<u>(0-05)</u>
	TOTAL	(0-100)

B. Award of Contract:

Selection shall be made of two 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, including price, if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Issuing Agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Owner may cancel this Request for Proposals or reject all proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was deemed to be most advantageous. (§11-65D, Code of Virginia.) Should the Issuing Agency or public body 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 Offeror/Contractor's proposal as negotiated.

* SWaM refers to the Virginia Certification program for small, women and minority owned businesses. Offerors are encouraged to register on the Commonwealth procurement web site, eVA.gov, and also to enroll, where qualified, as Small, Women or Minority owned businesses.

VIII. METHOD OF PAYMENT:

- A. Payments will be made monthly to this Contractor for the proportional part of the services rendered during the period.
- B. This Contractor shall submit to the Owner by the 5th day of the month a statement for approval and payment for the services performed during the preceding month.
- C. The lump sum fixed fee will include all services for the contract period.
- D. Should services be required beyond that time, this Contractor will be compensated at a rate set forth in the Contract or, if not set forth in the Contract, at a rate commensurate with the services provided and at the equivalent rates used in the Contract for the personnel classifications involved.

IX. PRICING SCHEDULE: The Offeror agrees to provide services in compliance with the Statement of Needs and terms and conditions of this Request for Proposals at the proposed lump-sum fixed price of

\$_____.

Please quote pricing information for additional tasks (not listed in RFP) or personnel.

Name or Product: Hourly Rate \$

Name or Product: Weekly Rate \$

APPENDIX A
GENERAL TERMS AND CONDITIONS FOR GOODS AND NONPROFESSIONAL SERVICES

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/Offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/Offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/Offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/Offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/Offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **CLARIFICATION OF TERMS:** If any prospective (bidder/Offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/Offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- K. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/Offeror) to perform the services/furnish the goods and the (bidder/Offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/Offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/Offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/Offeror) fails to satisfy the Commonwealth that such (bidder/Offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- L. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- M. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of

adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- O. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: This coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

P. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

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

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

R. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

S. **LOBBYING:** The Byrd Amendment (31 U.S.C. §1352), prohibits the use of federally appropriated funds to influence federal agency officials or members and employees of Congress in the awarding, extension, continuation, renewal, amendment or modification of grants, loans, cooperative agreements and contracts. The Lobbying Disclosure Act of 1995 revised the Byrd Amendment to change the kinds of information grantees must disclose yet it retained the basic prohibition of using federal funds for lobbying activities. **Offerors and Contractors should note that the prohibited activities relate to lobbying on specific awards, not on general program issues.** Everyday grant administration transactions with agency officials are not prohibited by the Byrd Amendment.

All Offerors awarded a contract for \$100,000 or more funded by the Federal government, must certify that they are not using the Federal funds for lobbying and provide disclosure forms with information on lobbying with non-Federal funds. This provision also applies to all sub grants and subcontracts of \$100,000.

T. **CENTRAL CONTRACTOR REGISTRATION:** In accordance with the Federal Funding Accountability and Transparent Act, all contractors who are awarded contracts funded by Federal funds, must be registered in the Central Contractor Registry (CCR). To begin this process, the applicant must go

to the CCR website at www.ccr.gov. Here they will be able to do a search to see if their organization is already registered and has a current point of contact. They will need the following information for a new registration:

1. Data Universal Numbering System (DUNS) Number provided by Dun and Bradstreet (D&B).
2. Tax Identification Number (TIN) and Taxpayer Name used in Federal tax matters.
3. Statistical Information about your organization, you will be required to provide the receipts and number of employees on a world-wide basis, which includes all affiliates. Information on your organization's profile location is optional. Organizations that sell or generate electricity, refine petroleum, or that are financial institutions will be required to provide additional data.
4. Electronic Funds Transfer (EFT) Information for payment of invoices – please note that you must have the correct account information for Federal fund payments in this system.
5. Write down all codes and passwords provided during the registration process.

U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.