

REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES

ISSUE DATE: June 10, 2021
TITLE: Legal Services (Republican)
ISSUED BY: Virginia Redistricting Commission
PERIOD OF CONTRACT: Four (4) months from the date of execution, with monthly renewal options not to exceed a total of one (1) year

Proposals for the Legal Services (Republican) project will be received until 5:00 p.m. (EDT) on June 21, 2021. Any proposals received after the specified time and date will not be considered. See sections VI and VII for specific instructions for the completion of proposals.

TABLE OF CONTENTS
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LEGAL SERVICES (REPUBLICAN)

Contents

I. PURPOSE.....	3
II. BACKGROUND.....	3
III. SCOPE OF SERVICES	3
IV. SCHEDULE OF EVENTS	5
V. CONFLICTS AND QUESTIONS	5
VI. PROPOSAL PREPARATION AND INSTRUCTIONS.....	5
VII. SPECIFIC PROPOSAL INSTRUCTIONS	6
VIII. DISCLOSURE OF PROPOSAL CONTENTS	7
IX. SUBMITTAL PROCESS AND INFORMATION	8
X. SELECTION CRITERIA	9
XI. ORAL PRESENTATIONS	9
XII. AWARD OF CONTRACTS	10
XIII. CONTRACT TERM AND REGULATORY COMPLIANCE	11
XIV. PRE-PROPOSAL CONFERENCE	11
Appendix: Required General Terms and Conditions.....	12

I. PURPOSE

The Virginia Redistricting Commission (the Commission) is issuing a request for proposals (RFP) from prospective qualified independent counsel for the purpose of providing expert legal and advisory services specific to the analysis and application of the Voting Rights Act and other state and federal laws applicable to redistricting. The goal is to acquire professional legal services from a highly qualified provider with a demonstrated background representing Republican Party institutions or individuals in or affiliated with such institutions at a fair and reasonable price.

II. BACKGROUND

In 2020, Virginia voters amended the Constitution of Virginia to put the power to draw state and congressional district lines in the hands of a commission comprised of citizens and legislators. The 16-member commission constituted pursuant to Article II, Section 6-A of the Constitution of Virginia is charged with the timely creation of proposed district plans for submittal to the General Assembly. All meetings of the Commission are open to the public, and all records and documents of the Commission, or of any individual or group performing delegated functions of or advising the Commission, related to the Commission's work, including internal communications and communications from outside parties, are considered public information. Such meetings and records are subject to the Virginia Freedom of Information Act. Pursuant to subsection H of § 30-392 of the Code of Virginia, “[i]f the event the Commission hires a lawyer or law firm, the Commission as an entity is the client of the lawyer or the law firm. No individual commissioner or group of commissioners shall be considered to be the client of the lawyer or the law firm.”

III. SCOPE OF SERVICES

- A. The Commission is seeking proposals from qualified, licensed, and bonded lawyers or law firms (the Offeror) with a demonstrated background representing Republican Party institutions or individuals in or affiliated with such institutions to provide all the necessary services required under the solicitation for a wide range of legal services related to state and congressional redistricting. Selected counsel must be able to work with members from all political persuasions in a highly politically charged environment.
- B. The Offeror shall furnish all personnel and supplies/materials to perform and complete all work required to provide professional legal services to support the Commission in accordance with the scope of services described in this RFP.
- C. The Offeror agrees to hold itself at all times ready and available to provide the legal services called for under the terms of this solicitation and subsequent contract and to refrain from accepting employment from other clients that may be in conflict with the duties assumed by the Offeror in support of a contract pursuant to this solicitation.
- D. The required legal and advisory services may include, but will not be limited to, legal support to the Commission, including Commission staff, attorneys, and consultants, regarding the redistricting process that is based on publicly available data, specifically as it relates to compliance with the federal Voting Rights Act and similar criteria outlined in § 24.2-304.04 of the Code of Virginia.

E. Any Offeror selected by the Commission will be required to enter into a contract for the work described in this RFP. It is anticipated that work will begin as soon as practicable following the RFP selection process and continue through approximately November 2021.

F. The Offeror must have demonstrated expertise in the federal Voting Rights Act and the application of it in evaluating redistricting plans during a redistricting process. In addition, expertise with Virginia election law (Title 24.2 of the Code of Virginia) and relevant federal and state case law are preferred. Participation in public meetings as requested by the Commission is required.

G. Qualifications and responsibilities for an Offeror are as follows:

1. Perform all normal and customary duties required of special redistricting counsel in connection with legal issues related to the full range of redistricting activities;
2. Work with and advise the Commission and its staff, attorneys, and consultants with respect to legal issues (in particular pertaining to the Voting Rights Act) in connection with drawing new district boundaries, and advise the Commission and its staff, attorneys, and consultants as to the procedures, legality of documents, policy concerns, and legal implications concerning redistricting activities;
3. Advise the Commission and its staff, attorneys, and consultants regarding the requirements of state and federal laws relevant to redistricting activities, and, in particular, demonstrate expertise and experience with §§ 2 and 5 of the Voting Rights Act and relevant case law. This advice will require the use and analysis of racially polarized voting data developed by consultants obtained by either legal counsel or the Commission, as decided by the Commission;
4. Advise the Commission and its staff, attorneys, and consultants of litigation risks associated with redistricting activities and approaches to limit such risks;
5. Participate in litigation or provide expert witness services related to compliance with the Voting Rights Act as well as state and federal laws; and
6. Attend various meetings and hearings, including but not limited to Commission public meetings and hearings, when requested by Commission members or its staff.

H. Contractors, subcontractors, and employees must be in compliance with any applicable law or policy at all times, and if an attorney be in good standing with the Virginia State Bar through the full contract term and any extensions. If the Offeror is not licensed to practice in the Commonwealth of Virginia, please provide information on local counsel that would be engaged or the process that would be used to select local counsel if direct representation becomes necessary, and whether local counsel's role is anticipated to be advisory or more substantive in nature. The Offeror must possess the skill, experience, ability, background, certification, and knowledge to provide the services described in the terms and conditions of this RFP.

IV. SCHEDULE OF EVENTS

Action	Time	Date
Issuance of RFP		June 10, 2021
Questions Due	5:00 p.m. (EDT)	June 17, 2021
Responses to Questions Posted to the Website	5:00 p.m. (EDT)	June 18, 2021
Submissions Due	5:00 p.m. (EDT)	June 21, 2021
Evaluation Period		June 21-25
Interview Period		June 25-July 2
Selection		July 5
Contract Award and Execution		July 12

V. CONFLICTS AND QUESTIONS

Should there be conflicts between any proposal documents and the final executed contract document, the final executed contract shall take precedence. All questions and requests for clarification must be received by the Division of Legislative Services before 5:00 p.m. (EDT) on June 17, 2021.

VI. PROPOSAL PREPARATION AND INSTRUCTIONS

In order to be considered for selection, Offerors must submit a complete response to this solicitation. One (1) original (specifically marked “Original”) copy, one (1) digital copy, eighteen (18) hard copies, and one (1) redacted copy if invoking trade secrets or proprietary information under § 2.2-4342 of the Code of Virginia of the proposal must be submitted to the Division of Legislative Services. No other distribution of the proposal shall be made by the Offeror.

1. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Division of Legislative Services requiring prompt submission of missing information, giving a lowered evaluation of the proposal, and/or finding the proposal nonresponsive. Mandatory requirements are those required by law or such that they are determined in the sole discretion of the Budget and Finance Subcommittee of the Commission to be formalities that cannot be waived and are not subject to negotiation.

2. 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. Elaborate brochures and excessive promotional materials are not required or desired.

3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents that cross references the RFP requirements. Information that the Offeror desires to present that does not fall within an area of the requirement 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.

VII. SPECIFIC PROPOSAL INSTRUCTIONS

Offerors interested in performing the legal services as described in this RFP are asked to submit the following information formatted into Sections 1-5 as follows. Responses should not exceed 20 pages, not including resumes and client lists. The responses must be whole and complete in the submitted document and not depend on hyperlinks for required content.

1. Personnel

In the case of a law firm or other entity, identify the lead lawyer and other lawyers, if any, who will be assigned to the work and the anticipated percentage of time for each. Also, please attach a resume for each lawyer.

Please indicate whether you would prefer to be responsible to obtain an racially polarized voting analyst or would prefer the Commission to do so. In either case, the Commission will make the final decision in this matter.

2. Attorney/Firm General Description and Political Affiliation

All Offerors should describe their overall approach to handling redistricting matters. If the Offeror is a law firm or other entity, provide a general description of the firm. The Offeror should identify any current or previous political activity or representation, whether as a candidate, a lobbyist, an officer of a political committee, campaign worker or fundraiser, or as an attorney for any candidate, lobbyist, officer of a political committee, campaign worker or fundraiser, or for any political party or governmental or political entity.

3. Experience

List significant experience in districting, redistricting, and elections activities for each of the attorneys listed in the response to number 1. The list should include:

- (a) The names of the public entities or private parties represented in redistricting matters, including experience representing boards or commissions in connection with this work;
- (b) The principal legal issues presented in each matter handled by the attorney, law firm, or entity;

- (c) Experience with §§ 2 and 5 of the Voting Rights Act;
- (d) The outcome of prior redistricting representations, e.g., resolved without litigation, negotiated settlement, or trial;
- (e) Any experience with voting rights litigation not related to the Voting Rights Act;
- (f) Any relevant published work; and
- (g) Identification of three (3) major cases or other matters in which the lawyer has participated, together with the names, addresses, and telephone numbers of all co-counsel and the names of opposing counsel involved.

Please end with a summary of how the Offeror's experience prepares it to perform the services sought by this RFP.

4. Conflicts of Interest

The Commission has expressed a desire to contract with private counsel in a manner that promotes public confidence in its independence and impartiality. The Offeror shall provide the following as part of this RFP:

- (a) Identification of any actual, as well as potential, conflicts of interest under either the Rules of Professional Conduct that govern attorneys or Virginia's conflict-of-interest statutes.
- (b) Whether the lawyer(s) has ever been subject to any disciplinary proceeding or been sanctioned by a court.

The fact that a conflict is identified pursuant to this section is not an automatic disqualification, but is information the Commission will consider in the selection process.

5. Fee Arrangements

The Commission requests all Offerors to provide a fee estimate based on the description of the work contained in this RFP. It is the Commission's preference to contract for the legal services described in this RFP, exclusive of litigation and attendance at public meetings, on a fixed fee rather than an hourly basis, assuming the assignment will continue through November 2021. The Commission recognizes that it is not presently possible to state the number of meetings at which counsel will need to be present, and as such requests an estimate of such fees on a per meeting basis.

Please describe your willingness to contract in this manner and how you would structure such a proposal. In the alternative, the Commission will also consider an hourly fee estimate.

VIII. DISCLOSURE OF PROPOSAL CONTENTS

Offerors should be aware that, with the exception of trade secrets or proprietary information under § 2.2-4342 of the Code of Virginia, the contents of proposals will be made public as will the terms of any contract entered into with an Offeror or Offerors selected by the Commission. The Commission may use any ideas presented in any proposal. Selection or rejection of a proposal does not affect this provision.

IX. SUBMITTAL PROCESS AND INFORMATION

A. Sealed proposals should be delivered to the Division of Legislative Services. Facsimile copies will not be accepted.

B. Offerors that submit a response to this RFP may be required to make an oral presentation of their proposal with participation by key personnel pursuant to Section XI. The Budget and Finance Subcommittee of the Commission reserves the right to request clarification of information submitted. Failure to provide this additional information within a reasonable time period, as specified by the Commission, the Budget and Finance Subcommittee, or Commission staff, shall be reason for the Offeror's proposal to be considered nonresponsive.

C. The Commission shall not be responsible for any expense incurred by the Offeror in preparing and submitting a proposal, for answering any subsequent inquiries, for interviews for evaluation, or in contract negotiations. All submissions are final.

D. Ownership of all data, materials, and documentation originated and prepared pursuant to the RFP shall belong exclusively to the Commission and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act and Virginia Public Procurement Act. Data, materials, and documents prepared in furtherance of any contract issued as a result of this RFP shall not be distributed to any third parties without the Commission's authorization. Any requests made by third parties (other than approved subconsultants) to a consultant for data, materials, and documents prepared in furtherance of any contract issued as a result of this RFP should be redirected to the Commission as the owner and custodian of the records.

Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, provided that the Offeror invokes the protection of § 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data 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 be indicated on the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal as proprietary information or trade secrets is not acceptable and will result in rejection and return of the proposal.

E. Late Proposals: To be considered for selection, proposals must be received by the Division of Legislative Services by the designated date and hour. Proposals received in the issuing office after the date and hour designated may be disqualified and may not be considered. The Commission is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the Division of Legislative Services' office by the designated date and hour. Receipt of proposals scheduled during a period of suspended Commission business operations will be rescheduled for processing at the same time on the next business day.

X. SELECTION CRITERIA

A. Evaluation of proposals shall be in accordance with subdivision A 4 of § 2.2-4302.2 of the Code of Virginia. A Selection Committee composed of representatives from the Budget and Finance Subcommittee of the Commission will evaluate each proposal received and submit a recommendation. Selection will be made on the basis of responsive/responsible determination, qualifications and experience, references, and resources.

B. The evaluation of the proposals and subsequent interview evaluations of the shortlisted candidates will focus on the following:

Factors	Point Value
Qualifications and experience of law firm , including (a) past performance on similar undertakings, (b) experience with similar clients, (c) qualifications and expertise of personnel, and (d) resources committed to the Commission.	30
Demonstrated competence and knowledge. General quality of submission, including (a) an understanding of the Commission's requirements under this RFP and (b) responsiveness to terms and conditions.	30
Capacity and Resources. The Offeror must have the capacity and resources to perform all of the described services in a prompt, responsive manner and with excellent work quality in the time frame needed.	30
Client List Summary/References. Provide a minimum of four (4) past or current clients where the Offeror has demonstrated its qualifications in any or all of the areas requested under this RFP. Must include the name, title, organization, address, telephone number, and e-mail address of the person most familiar with work completed.	10
Total	100

XI. ORAL PRESENTATIONS

An Offeror that submits a proposal in response to this RFP may be required to give an oral presentation of its proposal. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and will not include negotiation. The Budget and Finance Subcommittee of the Commission will schedule the time and location of these presentations. Oral presentations are an option of the Budget and Finance Subcommittee and may or may not be conducted. Should an Offeror receive a request for an oral presentation, the evaluation criteria relative to the oral presentation will be detailed in a written notice of the request.

XII. AWARD OF CONTRACTS

A. The Budget and Finance Subcommittee of the Commission (the Subcommittee) shall evaluate the proposals received. The Subcommittee shall consider proposals that comply with the requirements contained in this RFP. Based on analysis of the proposals submitted by the Offerors, the Subcommittee shall rank the Offerors considered to be the most qualified based on the evaluation factors specified in this RFP.

B. The Commission shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and ranking and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Commission may discuss nonbinding estimates of total project costs, including but not limited to life-cycle costing, and where appropriate, nonbinding estimates of prices for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of these discussions, on the basis of evaluation factors published in this RFP and all information developed in the selection process to this point, the Commission shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Commission can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated, and negotiations shall be conducted with the Offeror ranked second and so on until such a contract can be negotiated at a fair and reasonable price. Should the Subcommittee or the Commission determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded solely to that Offeror. If multiple contracts are to be awarded, the Commission may begin negotiations with the top two ranked Offerors and proceed down the ranking until the sought after number of fair and reasonable contracts can be negotiated.

C. Any and all costs associated with the preparation of responses to this RFP, including site visits, oral presentations, and any other costs, shall be entirely the responsibility of the Offeror and shall not be reimbursable in any manner by the Commission.

D. The Commission reserves the right to reject any or all proposals, to waive any technicalities in proposals received, and to negotiate and accept the proposal that shall be in the Commission's best interest.

E. The Commission may cancel this RFP at any time prior to an award and is not required to furnish a reason why a particular proposal was not deemed the most advantageous.

XIII. CONTRACT TERM AND REGULATORY COMPLIANCE

Contract term shall be for four (4) months from the date of execution, with monthly renewal options not to exceed a total of one (1) year.

XIV. PRE-PROPOSAL CONFERENCE

No pre-proposal conference is scheduled for this procurement.

Appendix: Required General Terms and Conditions

A. 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 of Virginia. The Commission and the contractor are encouraged to resolve any issues in controversy arising from any contractual dispute using alternative dispute resolution (ADR) and procedures (§ 2.2-4366 of the Code of Virginia). ADR procedures are describe in Chapter 9 of the Commonwealth of Virginia Vendors Manual published by the Virginia Department of General Services. The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

B. ANTI-DISCRIMINATION: By submitting a proposal, an Offeror certifies to the Commonwealth of Virginia that it will conform to the provisions of the federal Civil Rights Act of 1964, as amended; Virginia Fair Employment Contracting Act of 1975, as amended, where applicable; Virginians With Disabilities Act; Americans with Disabilities Act; and § 2.2-4311 of the Code of Virginia of the Virginia Public Procurement Act (VPPA).

1. During the performance of the contract, the contractor shall agree to the following:
 - 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 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; and
 - d. The requirements of these provisions are a material part of the contract. If the contractor violates one of these provisions, the Commonwealth of Virginia may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from state contracting regardless of whether the specific contract is terminated.
2. The contractor will include the provisions of subdivision 1 in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, an Offeror certifies that its proposal is made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor 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 more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

E. DEBARMENT STATUS: By participating in this procurement, the Offeror certifies that it is not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. The Offeror certifies that it is not debarred from filling any order or accepting any resulting order, or that it is an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

F. ANTITRUST: By entering into a written contract with the Commonwealth of Virginia, the contractor shall convey, sell, assign, and transfer 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 such contract.

G. QUALIFICATIONS OF OFFERORS: The Commission may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods, and the Offeror shall furnish to the Commission all such information and data for this purpose as may be requested. The Commonwealth of Virginia reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth of Virginia further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth of Virginia that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

H. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth of Virginia.

I. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commission, 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 that the Commission may have.

J. INSURANCE: The Offeror certifies that it will have the following minimum insurance coverage at the time the contract is awarded. The Offeror further certifies that it and any subcontractors will maintain at least such 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.

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 Virginia of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability — \$100,000.

3. Commercial General Liability — \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial general liability is to include bodily injury and property damage, personal injury, advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

K. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Commission will publicly post such notice on eVA (www.eva.virginia.gov), the Commonwealth of Virginia's electronic procurement system, for a minimum of ten (10) days.

L. DRUG-FREE WORKPLACE: During the performance of the awarded contract, the Offeror will agree to (i) provide a drug-free workplace for its 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 its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employments placed by or on behalf of the Offeror that it 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.

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

N. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH OF VIRGINIA: 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 of Virginia 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. A contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, 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.

O. TERMINATION OF CONTRACT: The Commission reserves the right to terminate and cancel the contract for cause or for convenience after giving 30 days' notice in writing to the contractor. The written notice shall state whether the termination is for convenience or cause. If mailed, the notice shall be mailed certified return receipt requested to the address listed on the proposal, unless notice of a change of address has been provided.

Termination for Cause: If the contractor should breach the contract or fail to perform the services required by the contract, the Commission may terminate the contract for cause by giving written notice or may give the contractor a stated period of time within which to remedy its breach of contract. If the contractor shall fail to remedy the breach within the time allotted by the Commission, the contract may be terminated by the Commission at any time thereafter upon written notice to the contractor or, in the alternative, the Commission may give such extension of time to remedy the breach as the Commission determines to be in its best interest. The Commission's forbearance by not terminating the contract because of a breach of contract shall not constitute a waiver of the Commission's right to terminate, nor shall the Commission's acquiescence in any future act or omission by the contractor. If the contract is terminated for cause, breach of contract, or failure to perform, the contractor may be subject to a claim by the Commission for the costs and expenses incurred in securing a replacement contractor to fulfill the obligations of the contract. In the event a cure notice is required, the Commission will use the address provided to the Commission listed in the proposal. It shall be the contractor's responsibility to notify the Commission in writing within 10 days of knowing a change of address. The written notice shall include the Commission's contract number and the effective date of the address change.

In the event the contractor breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the Commission reserves the right, in its sole discretion, to terminate for cause any other open contract that the contractor has with the Commission.

Termination for Convenience: The contract may be terminated by the Commission in whole or in part for the convenience of the Commission without a breach of contract by delivering to the contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the contractor must stop work, including but not limited to work performed by subcontractors and subconsultants, at such time and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the Commission, the consultant shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract that were terminated.

P. AWARD TO MULTIPLE OFFERORS: The Commission reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the highest ranked Offerors that meet the requirements of the solicitation and with which competition negotiations are successful. The Commission reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commission also reserves the right to reject any or all proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Commission to be in its best interest. In the event that this contract is awarded to multiple contractors, task orders will be distributed based on factors other than solely price, such as availability, expertise, and experience. Work under these contracts for specific projects will be managed by task orders executed between Commission and selected contractors.

Q. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

R. INDEMNIFICATION: The contractor agrees, for itself, its agents, servants, employees, subcontractors, and subconsultants, to perform all work hereunder or associated herewith in accordance with any and all applicable professional standards and in accordance with sound legal practice and principles.

As to all matters of professional responsibility, the contractor shall indemnify and hold harmless the Commission and its officers, agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorney fees and litigation expenses, or other expenses suffered by any party or entity as the result of any claim found to have been caused in whole or part by the negligent or willful acts, errors, or omissions of the contractor or those for whom the contractor is legally liable.

As to all matters of liability related to or arising out of any contract made pursuant to this solicitation other than professional liability, the contractor shall indemnify and hold harmless the Commission and its officers, agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorney fees and litigation expenses, or

other expenses suffered by any party or entity as a result of any claim found to have been caused in whole or part by the negligent or willful acts, errors, or omissions of the contractor or those for whom contractor is legally liable.

S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Commission. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the Commission the names, qualifications, and experience of its proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

T. RENEWAL OF CONTRACT: This contract may be renewed, after the initial term, by the Commission on a month-to-month basis for a period not to exceed one year under the terms and conditions of the original contract except as stated in the next paragraph.. Price increases may be negotiated only at the time of renewal. Written notice of the Commission's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

If during any subsequent renewal periods, the Commission 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 12 months for which statistics are available.