



REQUEST FOR PROPOSALS (RFP)

Issue Date: February 26, 2010

RFP#: FMFADA -110-2010

Title: Grant Writer Consultant

Issuing Agency: Fort Monroe Federal Area Development Authority
(FMFADA)

Where work will be performed: Fort Monroe, Virginia

Period of Contract: Date of Award through June 30, 2010

Proposals will be received until: March 29, 2010, 2:00 p.m.

All inquiries for information should be directed to: Yvonne Cash, FMFADA Procurement Manager
Telephone: (757) 637-7778 Fax: (757) 637-7776
Email: ycash@FMFADA.com

Proposals should be sent to: Fort Monroe Federal Area Development Authority
151 Bernard Road, Fort Monroe, Virginia 23651
Attn: Procurement Manager

In compliance with this Request for Proposal and 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: _____

Title: _____

Company Name: _____

Address: _____

Zip Code: _____

Telephone: _____ Fax: _____

Email: _____ Web Address: _____

FEI/FIN No.: _____ SWaM No.: _____

Signature: _____ Date: _____

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1.0 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit information from those “Offerors”, interested in providing Grant Writing and Consulting Services to Fort Monroe Federal Area Development Authority (FMFADA), the Owner. Fort Monroe is 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.

2.0 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, civil 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 Cape 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 as Point Comfort then Old Point Comfort, the designation it has held until today. The site currently contains one museum, the Casemate, a part of the Army’s TRADOC (Training and Doctrine Command) system. 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 Contraband of War. The decision earned the site the name Freedom’s Fortress and led to the Emancipation Proclamation eighteen months 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 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 has contracted 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 includes 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.

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, dune beaches, and is home to many birds. 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 reuse plan can be viewed on the FMFADA web site, www.fmfada.com.

3.0 STATEMENT OF NEED

FMFADA seeks an experienced Grant Writer with specialization in Federal Grants.

4.0 SCOPE OF WORK

The selected Offeror will assist in raising funds to implement FMFADA's approved Reuse Plan. Funds are needed for infrastructure upgrades, land use planning and transportation planning, public education and recreational programs. The Contractor will be expected to research grant guidelines, prepare written narratives and budgets and coordinate with the Deputy Director on schedules and submissions. The Contractor shall be available to meet with FMFADA staff on site, when necessary, but will normally work remotely. The Contractor shall not exceed 24 hours per week without prior written authorization from the Deputy Director.

5.0 MINIMUM QUALIFICATIONS REQUIRED

Previous grant research and writing experience
Successful track record with Federal Grant Awards

6.0 PROPOSAL PREPARATION AND SUBMITTAL

- A. Proposals shall be signed by an authorized representative of the Offeror. All information requested shall be submitted. Failure to submit all information requested may result in the Offeror receiving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the FMFADA. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- B. All pages of the proposal should be numbered. 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.
- C. 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.
- D. Ownership of all data, materials, and documentation originated and prepared for the FMFADA pursuant to the RFP shall belong exclusively to the Issuing Agency and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*.
- E. Specific Proposal Instructions
- Proposals should be as thorough and detailed as possible so that the FMFADA may properly evaluate the Offeror's capabilities to provide the required Scope of Services. Offerors are required to submit the following items as a complete proposal and shall be provided **electronically as a single PDF document**:
1. The RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 2. Resume and Cover Letter including a written narrative statement detailing
 - a. Experience in providing the Scope of Services described herein
 - b. Plans for providing the proposed Scope of Services
 3. Proposed Hourly Fees and/or Daily Fees, including any expenses
 4. A minimum of Three (3) professional references (Appendix B)

7.0 EVALUATION AND AWARD CRITEREA

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

<u>SERVICE</u>	<u>POINTS</u>
1. Demonstrated Success with Federal Grant Awards	30
2. Demonstrated Success with Grant Awards other than Federal Grants	20
3. Qualifications and Experience	25
• Qualifications & Experience of the Offeror	
• Availability, qualifications and experience of personnel	
• Previous Federal Grant Researching/Writing experience	
• Professional references	
4. Pricing - Hourly Fee	10
5. Pricing - Daily Fee	10
6. Certified SWaM	5
<hr/> <hr/>	
TOTAL	100

B. Award of Contract

Selection shall be made of a single Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria noted above. The Issuing Agency may cancel this Request for Proposal 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.). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the Offeror/Consultant's proposal.

8.0 METHOD OF PAYMENT

- A. Payments will be made monthly to the selected Offeror for the proportional part of the services rendered during the period.
- B. The selected Offeror shall submit to the Issuing Agency by the 5th day of the month a statement for approval and payment for the services performed during the preceding month.
- C. Should services be required beyond the contract period, the selected Contractor will be compensated based on a compensation plan negotiated with and approved by the Issuing Agency.

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 FMFADA 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 or the federal government 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 FMFADA 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 FMFADA 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 FMFADA 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 FMFADA 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 FMFADA, 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.

- 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 FMFADA 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 FMFADA all such information and data for this purpose as may be requested. The FMFADA 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 FMFADA further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/Offeror) fails to satisfy the FMFADA 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 FMFADA.
- 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 Owner 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 Owner 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 Owner'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 Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 Owner within thirty (30) days from the date of receipt of the written order from the Owner. 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 Owner 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 FMFADA, 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 FMFADA 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 FMFADA 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 FMFADA 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 Virginia 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. **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.

- Q. **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 FMFADA 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.

- R. **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.

- S. **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.

- T. **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.

APPENDIX B - PROFESSIONAL REFERENCES

Use this form to provide the required number of current and pertinent professional references that the FMFADA can contact in relation to Offeror's qualifications and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1.

Name of Firm, City, County, or Agency				
Address:				
Name of Contact:		Title:		
Telephone No.:				
<i>FMFADA USE ONLY</i>	<i>DATE CONTACTED</i>		<i>COMMENTS</i>	

2.

Name of Firm, City, County, or Agency				
Address:				
Name of Contact:		Title:		
Telephone No.:				
<i>FMFADA USE ONLY</i>	<i>DATE CONTACTED</i>		<i>COMMENTS</i>	

3.

Name of Firm, City, County, or Agency				
Address:				
Name of Contact:		Title:		
Telephone No.:				
<i>FMFADA USE ONLY</i>	<i>DATE CONTACTED</i>		<i>COMMENTS</i>	

4.

Name of Firm, City, County, or Agency				
Address:				
Name of Contact:		Title:		
Telephone No.:				
<i>FMFADA USE ONLY</i>	<i>DATE CONTACTED</i>		<i>COMMENTS</i>	

5.

Name of Firm, City, County, or Agency				
Address:				
Name of Contact:		Title:		
Telephone No.:				
<i>FMFADA USE ONLY</i>	<i>DATE CONTACTED</i>		<i>COMMENTS</i>	