Request for Proposals

Financial Advisory Services

Due Date: December 2, 2011

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

Notice: VRA does not discriminate on the basis of race, color, religion, sex, age, national origin, familial status, handicap or disability. VRA does not discriminate against faith-based organizations.

REQUEST FOR PROPOSALS (RFP)

Issuing Authority:	Virginia Resources Authority (VRA) 1111 E. Main Street, Suite 1920 Richmond, VA 23219
Sealed Proposals Will Be Received Until:	December 2, 2011, at 5:00 p.m., EST, for the services described herein.
All Inquiries For Information Should Be Directed To:	Michael P. Cooper (804) 644-3100, ext. 121
This Entire Proposal Package Should Be Mailed To Or Hand Delivered To:	Virginia Resources Authority Attn: Michael P. Cooper 1111 E. Main Street, Suite 1920 Richmond, VA 23219

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

	Date:	
Name of Firm ("Offeror"):		
Address:		
City, State, Zip Code:		
Phone No.:		
Fax No.:		
Email:		
By and Title:		
Signature:		
FEI/FIN No.		

PLEASE COMPLETE AND RETURN THIS PAGE WITH YOUR PROPOSAL.

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REQUEST FOR PROPOSALS

I. Purpose/Background.

A. Purpose

The purpose of this Request for Proposals is to solicit proposals from qualified professionals ("Offerors") to establish an agreement through competitive negotiations with firms to provide financial advisory services to the Virginia Resources Authority ("VRA", "Owner") as more fully described herein.

VRA intends to enter into a contract or contracts with the selected firm(s) for a term of three (3) years with two (2) one-year options, which may be exercised at VRA's discretion.

B. Background

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

VRA works with cities, towns, counties and service authorities to provide low cost loans for a number of project areas, including local government buildings, public safety, transportation, dam safety, wastewater, drinking water, solid waste, storm water drainage, federal facility development, and brownfield remediation projects, among others. In FY 2011, VRA closed over $373 million in loans for 66 capital improvement projects across the Commonwealth. Since its creation by the General Assembly in 1984, VRA has funded more than 1,000 critical projects across the Commonwealth, representing more than $5 billion of investment in Virginia's communities.

VRA issues bonds and lends the proceeds to local governments, at a minimum, two times a year. VRA also serves as the financial administrator of four revolving loan funds: (1) Water Facilities Revolving Fund, (2) Water Supply Revolving Fund, (3) Airports Revolving Fund, and (4) Dam Safety and Flood Prevention Fund (collectively, the "RLFs"). These programs are funded from federal grants with a state match or state appropriations. These state and federal funds are used to make loans or buy down interest rates and craft below-market rate loans, some at 0%, in revolving loan funds. VRA pays its expenses from the income generated from its operations and programs.

Similar to the RLFs, VRA serves as the manager of the newly created Virginia Transportation Infrastructure Bank. VRA will make credit and structuring recommendations for loans made in this program.

II. Statement of Needs.

VRA frequently requires financial advisory services, or review of work completed by another financial advisor in the event two financial advisors are selected, related to its loan programs. Such needs include:

- Advise VRA on term, structure and marketing features for both negotiated and competitive bond sales, including, but not limited to, maturities, coupon rates, call features, security provisions and covenants, costs of issuance, reserve requirements and debt service requirements.

- Provide loan and bond structuring assistance to VRA.

- Provide market information throughout structuring and pricing of bond sales, monitor the market to assist in pricing and monitor the lead underwriter's "book" during the order period for negotiated transactions. Preference will be given to those firms that can demonstrate how this will be done.

- Support VRA management in aggressively pricing bonds. Prepare a timely post-pricing evaluation (including quantifying VRA borrower benefits) for VRA staff and Board of Directors, and secure market participant feedback independent of the management group that may be shared with VRA borrowers, staff and Board of Directors.

- Prepare, review and assist in the preparation and review of documents related to each bond sale, including, but not limited to official statements, cash flow models and debt service schedules. Prepare cash flow analysis, default scenarios and related schedules for VRA bond issues or verify numbers prepared by others. Prepare documentation for and participate in rating agency meetings and due diligence calls.

- Participate in bond closings.

- Advise VRA regarding the development of new programs and initiatives, and review proposals for new financial services. Assist VRA in advancement of Authority programs and development of new programs. Advise VRA on strategic planning issues, including identifying opportunities and challenges that face VRA and potential efficiencies, economies of scale and cost savings regarding current or new initiatives. Review, evaluate and make recommendations on new or innovative financing proposals made by underwriters or others.

- Advise VRA as to industry standards and practices in accordance with applicable MSRB and SEC rules and promulgations, municipal bond disclosure guidelines, and state and federal regulations relevant to tax-exempt bond issuance and lending practices. Advise and assist VRA in analyzing changes thereto and how VRA might

take advantage of potential opportunities and comply with any changes. Advise VRA on how any changes might affect VRA financial and debt policies.

- Assist and advise VRA, as needed, on matters concerning the revolving loan funds (RLF), including modeling, cash flow analysis and periodic updates to models.

- As requested, assist in updating VRA's credit guidelines, policies and procedures.

- Advise as to the potential efficiencies, economies and cost savings associated with various post-closing alternatives, such as calling and redeeming bonds, alteration of maturity structures and refunding. Provide supporting market data, cash flow projections and present value analyses.

- Advise VRA, as needed, on investment of Authority funds and make recommendations as to timing or deposits and receipts in order to provide maximum return within appropriate parameters.

- Provide a dedicated account representative for: (1) financial advisory services identified herein, (2) strategic planning and (3) the timely completion of complex cash flows and/or refunding analyses.

- Upon request, attend meetings of the VRA Board of Directors and other VRA-related meetings and provide reports and analyses.

- Upon request, provide training to staff pertaining to issues such as bond refunding, fund leveraging and other financial mechanisms.

- Generally provide such other operational assistance, advice and consultation as may be appropriate and requested.

III. Proposal Preparation and Submission Instructions.

A. General Requirements.

To be considered, proposals must be received by VRA no later than 5:00 p.m. EST, on December 2, 2011. Interested parties should submit proposals to:

Virginia Resources Authority
Attn: Michael P. Cooper
1111 E. Main Street, Suite 1920
Richmond, VA 23219

VRA requests that each Offeror submit one (1) original and three (3) copies of its proposal. **Interested parties may submit written comments or questions on any aspect of this Request for Proposals on or before 5:00 p.m., EST, on November 18, 2011**. Such

comments or questions shall be submitted to Michael P. Cooper by e-mail at mcooper@virginiaresources.org or by fax at 804-644-3109. VRA reserves the right to extend either of the foregoing deadlines or to issue addenda modifying this Request for Proposals, as it deems necessary. Notice of such extensions and/or modifications, as well as answers to questions or comments, will be provided on VRA's website at www.VirginiaResources.org.

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

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

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

B. Specific Proposal Instructions.

The proposals must provide the following information and documents:

1. Identifying information, including:
    a. Name and address of the firm
    b. Name, email address and phone number of the individual(s) responsible for this proposal for the purpose of follow up contact related to questions, clarifications and/or notification
    c. Location of the office at which the services to be provided hereunder will be performed

2. Identify, by name and title, the individuals who will be responsible for this engagement ("Responsible Individuals"). Please also include:
    a. The role of each individual
    b. Summary resumes for all individuals
    c. Identification of the primary point of contact for VRA
    d. Contact name and telephone number of a nationally-recognized bond counsel and underwriter that can attest to the success of the Responsible Individuals in completing financial transactions
    e. List of the clients supported actively and on a retainer basis by the primary contact since July 1, 2008

3. Provide a **brief** description of your firm, including the organizational structure of your financial advisory, municipal bond departments and investment management group, as applicable. Describe your firm's and its Responsible Individuals'

experience providing financial advisory services, with emphasis on state level experience. Attach your firm's most recent annual report to your proposal.

4. Provide a list of all clients lost within the last four (4) years, including:
    a. Contact name and phone number
    b. Length of service on account
    c. Reason for loss

5. List all financings for which your firm and its Responsible Individuals have served as financial advisor and which have been completed since July 1, 2008. Include the following information on the five (5) most-recent financings:
    a. Name of Issuer
    b. Amount of financing
    c. Sale date
    d. Rating
    e. Credit support
    f. Maturity structure
    g. Analysis of the pricing results
    h. Source of repayment
    i. Use of proceeds
    j. Type of sale
    k. Personnel assigned
    l. Client reference (including name, title and telephone number)

6. List all financings for municipal bond banks, municipal loan pools or state revolving funds for which your firm and its Responsible Individuals served as financial advisor and which have been completed since July 1, 2008. Provide or reference the same information as in Item 5 on the **most recent** five (5) financings.

7. List the financings that have been completed since July 1, 2008 for which your firm and its Responsible Individuals served as financial advisor for any issuer in Virginia. Again, provide or reference the same information as in Item 5 on the **most recent** five (5) financings.

8. Briefly describe your firm's understanding of VRA's debt practices. What security and structural features of VRA's bonds appeal to investors? What types of changes could be made to improve (i) marketability or demand for the bonds, (ii) investor relations, and (iii) secondary market disclosure? What changes would you recommend VRA consider in its next issuance of bonds?

9. Describe the analytical abilities of your firm and its Responsible Individuals. Include a description of your firm's commercially-available software programs and its own proprietary programs.

10. Describe where and how your firm will get the information necessary to advise VRA about timing of bond issues, pricing of bond issues and investor reaction to

various bond provisions. State whether your firm has an underwriting desk. If not, describe how your firm will obtain real-time market and pricing information.

11. Describe any innovative ideas your firm has that would help VRA augment existing programs or develop new programs to provide more attractive financing options to meet the infrastructure needs of Virginia's local governments.

12. VRA's borrowers range from "AAA"-rated localities to unrated localities. Describe how your firm can assist VRA in demonstrating the benefits of utilizing the Virginia Pooled Financing Program ("VPFP") to: (i) a "AAA" locality, (ii) a "AA" or "A" locality, and (iii) an unrated locality.

13. Discuss your firm's and its Responsible Individuals' recent experience with the regulations, procedures and rulings of the Internal Revenue Service ("IRS"), Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") as they related to the issuance and delivery of bonds.

14. Identify any material litigation, administrative proceedings or investigations in which your firm or its Responsible Individuals are currently involved or which may be threatened against your firm. Indicate the current status or disposition of such litigation, administrative proceedings or investigations.

15. Provide a statement of assurance that your firm and its Responsible Individuals are not currently in violation of any regulatory agency rule or, if in violation, an explanation as to why the violation would not have a material adverse impact on your ability to perform under this contract.

16. Provide a statement of assurance that there are no known conflicts of interest that would prohibit the firm from entering into an agreement with VRA for the provision of financial advisory services or would otherwise adversely affect VRA, its operations or customers. In particular, disclose whether your firm represents (i) any other entities that provide services similar to those provided by VRA, or (ii) any Virginia local governments or public service authorities that could be or become VRA borrowers. In addition, provide a statement of commitment to disclose future actual or potential conflicts of interest. Identify how any such future conflicts would be identified and how your firm would resolve any such conflicts.

17. Identify and describe fully any fee-splitting or other arrangements, including, but not limited to, those related to the provision or utilization of financial services or products that might reasonably be expected to bear upon the engagement with VRA.

18. Describe examples of the firm's and its Responsible Individuals' innovative responses to challenges or opportunities encountered while providing financial advisory services to an organization similar to VRA or a State Revolving Fund.

19. Demonstrate expertise working with localities, particularly those within Virginia. Provide a list of your current Virginia clients.

20. Describe the compensation that the firm would expect for providing financial advisory services (see below).

C. Compensation

VRA strives to develop innovative ways to compensate its financial advisors while enabling VRA to continue to provide low-cost financing to the localities it serves. VRA is open to suggested compensation alternatives, but the proposed compensation should, at a minimum, include the following categories:

1. General Financial Advisory Services. Compensation for General Financial Advisory Services, if any, will be payable quarterly and should be listed separately. If your firm proposes compensation for such services and the compensation is based upon minimum and maximum amounts payable, please so advise and state the basis for such. If any such compensation is based on per hour costs or rates, list hourly rates for different professionals, as well as an alternative blended hourly rate. Indicate the maximum amount payable for reimbursement of actual, reasonable and necessary expenses and also note if your firm plans to bundle expenses into their proposed compensation.

2. Financial Advisory Service – Debt Issuance. Compensation for financial advisory services in connection with the issuance of obligations of VRA. May be proposed in any form deemed appropriate by the Offeror. However, the proposal must clearly describe in detail the methodology and any assumptions for the proposed compensation. Indicate if compensation will differ for negotiated versus competitive bond sales. Indicate if there will be a minimum or maximum bond issuance fee. Note if your firm plans to bundle expenses into their proposed compensation.

3. If applicable, identify those services identified above that your firm proposes to bill separately and how it proposes to be compensated for those services.

IV. Evaluation and Award Criteria.

A. Evaluation Criteria.

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

1. Capacity and Resources. The Offeror must have the capacity and resources to perform all of the above-described services in a prompt, responsive manner and with excellent quality of work in the timeframe needed.

2. Expertise and Experience. The Offeror's staff must have demonstrated expertise and significant experience in serving clients (such as governmental entities and authorities) similar to VRA.

3. Record of Performance. The Offeror and its staff must have a record of highly satisfactory performance in providing prompt, effective and responsive services of the type described above to clients similar to VRA.

4. Staff Qualifications. The Offeror's staff who will be assigned responsibilities for the performance of any of the above-described services under the contract must have the education, experience, knowledge, skill and qualifications necessary to perform properly the services for which they will be responsible.

5. Fees. The Offeror must propose a fee structure which is fair and reasonable for the services to be performed. Such estimates and fee structure shall be based upon a fixed schedule of fees for years one, two and three of the initial three-year term of the contract. Offeror must also propose a fixed schedule of fees for each of the additional annual terms.

6. Professional Liability Insurance. The Offeror must have in full force and effect professional liability insurance with an insurance company rated at least B+ in Best's Guide in an amount not less than $10,000,000, which liability insurance shall not be subject to a deductible in excess of $1,000,000.

B. Award of Contract.

1. Evaluation Factors. The Offerors will be evaluated by VRA based on the evaluation criteria listed above.

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

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

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

Director will make recommendations to the Board with regard to the selection of the Financial Advisor(s).

3. Award to Multiple Offerors. 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 fees. Negotiations shall be conducted with the Offerors so selected. Fees shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. VRA reserves the right to make multiple awards as a result of this solicitation for each of the following areas:

    i. Revolving Loan Funds Financial Advisory Services
    ii. Virginia Pooled Financing Program (VPFP) Financial Advisory Services
    iii. Specialty Financial Programs Financial Advisory Services
    iv. General Financial Advisory Services

    VRA may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, Section §2.2-4359D*). Should VRA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

4. Accept and/or Reject In Whole or In Part. VRA Reserves the right to accept and/or reject any proposal in whole or in part.

5. Approval of Subcontractors. VRA reserves the right to approve any subcontractors.

V. General Terms and Conditions.

Each Offeror agrees to the following terms and conditions:

1. The Offeror(s) selected as financial advisor(s) to VRA may not receive any compensation directly or indirectly in its role as financial advisor other than the advisory fees paid in connection therewith. *No firm shall serve in the capacity of financial advisor and underwriter for the same transaction*.

2. The Offeror(s) selected as financial advisor to VRA for the VPBP Financial Advisor Services may represent VRA and an underlying borrower, but VRA is likely to elect to review the credit application with another financial advisor.

3. The solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia.

4. By submitting its proposal, each Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror in connection with its proposal and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. The term of the contract shall be three (3) years with VRA to have the option to extend the contract for up to two (2) additional terms of one (1) year each. The contract may be terminated by either party, with or without cause, upon thirty (30) days' advance written notice to the other party.

6. The contract shall specify the fee structure (including reimbursable expenses) agreed to by VRA and the Offeror and the manner and timing for the submission of bills. In the contract, the Offeror must agree to maintain the above-described professional liability insurance during the term of the contract. The contract shall require the prior approval of VRA for any change in the individuals or subcontractors who are designated in the proposal to serve on the VRA account or any change in their respective responsibilities. The contract shall provide that the contract shall not be assigned, and the performance of any services thereunder shall not be subcontracted, without the prior written approval of VRA. The Offeror's proposal and any modifications thereto required or approved by VRA will be incorporated into the contract. All other terms and conditions of the contract must be satisfactory to VRA.

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

   Non-Discrimination Against Faith-Based Organizations

   VRA does not discriminate against faith-based organizations.

   Immigration Reform

   The Offeror, by signing the bid or proposal, certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

   Payment

a) If work hereunder is performed by a subcontractor, then, within seven days after receipt of amounts paid to Offeror by VRA for work performed by the subcontractor, Offeror must either (i) pay the subcontractor for the proportionate share of the total payment received from VRA attributable to the work performed by the subcontractor under this contract, or (ii) notify VRA and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b) Offeror must provide its social security number or its federal employer identification number.

c) Offeror must pay interest to all subcontractors on all amounts owed by Offeror that remain unpaid after seven days following receipt by Offeror of payment from VRA for work performed by any subcontractors under this contract, except for amounts withheld as allowed in subsection (a) (ii).

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

e) Offeror must include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as are set forth in this Section with respect to each lower-tier subcontractor.

Procedures for Consideration of Contractual Claims/Administrative Dispute Resolution

VRA and the Offeror will attempt in good faith to resolve any claim or dispute arising out of or in connection with this Contract by using an alternative dispute resolution proceeding as authorized by the Virginia Administrative Dispute Resolution Act, Code of Virginia §§ 2.2-4415 et seq.

a) In the event of a claim by Offeror arising out of the performance of this contract, the Offeror shall submit to VRA, no later than 60 days after final payment to the Offeror under the procurement contract, a written claim (hereinafter the "Written Claim") for money or other appropriate relief stating the facts and circumstances upon which the claim is based and the nature of the relief sought; provided, however, that unless the Offeror filed with VRA a written notice of intention (hereinafter "Notice of Intent") to file such Written Claim at the time of the occurrence or at the beginning of the work upon which the claim is based, then the Offeror shall be deemed to have waived his claim. For purposes of this paragraph, the phrase "at the beginning of the work" shall mean within 7 days after any goods or services are first provided pursuant to the procurement contract, and the phrase "at the time of the occurrence" shall mean within 7 days of the first

event giving rise to the claim; provided, however, that in instances where the event giving rise to the claim is an alleged wrongful omission or wrongful failure to act, the 7 day time period shall begin to run from the time that duty to act arose. For purposes of this Exhibit, a Written Claim and a Notice of Intent shall be deemed filed when it is received by VRA.

b) Within 90 days of the filing of the Written Claim, VRA shall conduct an initial meeting with the Offeror who shall have the right to have his attorneys present. VRA shall establish the date, time and place of such initial meeting and shall give notice to the Offeror of such meeting at least 17 days prior thereto. (Such notice may be written or oral and shall be deemed to be given when received by the Offeror.) Failure by VRA to initially meet with the Offeror within said 90 days shall be deemed a denial of the Offeror's claim. If deemed necessary by VRA, additional meetings with the Offeror shall be held by VRA subsequent to said initial meeting. Such additional meetings may be held after the expiration of the above-described 90 day period. Failure by the Offeror to attend any meetings under this paragraph (b) shall be deemed a waiver of the Offeror's claim. The Offeror shall have the burden of proof with regard to the claim. The Offeror and his attorneys shall have the right to present witnesses, documents and other evidence in support of the claim. At each such meeting, VRA shall be represented by the Executive Director or a person appointed by the Executive Director. VRA shall also have the right to have its attorneys present at each meeting and to present witnesses, documents and other evidence.

c) All such meetings shall be conducted on an informal basis, and the rules of evidence shall not apply. Witnesses shall not be sworn, nor shall recordings or transcripts be taken or made of any meeting. VRA and the Offeror may agree, pursuant to paragraph (f), to record or transcribe any meeting, however, such recording or transcript shall not be admissible in any court or any other tribunal unless the written agreement shall expressly so provide.

d) Within 60 days after all such meetings have been completed, the Executive Director, or any person appointed by the Executive Director, shall present his/her recommendation regarding such claim in writing to the Board. The Offeror shall have the right to receive a copy of said recommendation. Within 75 days after the Executive Director or the Executive Director’s appointee submits said recommendation to the Board, the Board shall render its decision in writing with regard to the claim. In the event that the Executive Director, or any person appointed by the Executive Director, does not present his/her recommendations within said 60-day period or in the event that the Board does not render such decision within said 75-day period, the Offeror's claim shall be deemed to have been denied. Nothing herein shall preclude the Executive

Director or any person appointed by the Executive Director from conducting informal negotiations with the Offeror on the claim or from settling the claim.

e) The decision of the Board shall be final and conclusive unless the Offeror appeals within six months of the final decision on the claim by the Board by instituting legal action as provided in Section 2.2-4364 of the Virginia Code.

f) The provisions and procedures set forth in this section may be modified or amended by written agreement between the Offeror and VRA.

g) Procedures set forth herein shall apply only to disputes arising out of the performance of a procurement contract and of a contractual nature. They shall not apply to disputes arising out of or relating to any other matters, including but not limited to, any of the following:

1) Disqualification of Offerors from participation in the competitive negotiation process;
2) Withdrawal of proposals; or
3) Disputes concerning the award or proposed award of contracts.

Non-Discrimination by Persons Contracting with VRA

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

a) The Offeror will not discriminate against any employee or applicant for employment because of race, religion, 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 Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b) The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.

c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements set forth herein. The Offeror will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-Free Workplace

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

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

Non-Discrimination

VRA does not discriminate on the basis of race, color, religion, sex, age, national origin, familial status, handicap or disability. VRA does not discriminate against faith-based organizations.