



REQUEST FOR PROPOSAL

ON-CALL PROFESSIONAL TRANSPORTATION PLANNING SERVICES

for

Fredericksburg Area Metropolitan Planning Organization

RFP No. 001/2021

Date Posted: June 1, 2021

Nondiscrimination Statement:

The George Washington Regional Commission (GWRC) and the Fredericksburg Area Metropolitan Planning Organization (FAMPO), does not discriminate on the basis of race, color, national origin, gender, gender identity, sexual orientation, age, religion, creed or disability in admission to, access to, or operations of its programs, services, or activities. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline or any other employment practices because of non-merit factors shall be prohibited.

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EXECUTIVE SUMMARY

The Fredericksburg Area Metropolitan Planning Organization's (FAMPO) mission is to provide a cooperative, continuous and comprehensive ("3C") transportation planning process to build regional agreement on transportation investments, that balance roadway, public transit, bicycle, pedestrian, and other transportation needs and support regional land use, economic, and environmental goals for the safe and efficient movement of people and goods. Special emphasis is placed on providing equal access to a variety of transportation choices and effective public involvement in the transportation planning process.

FAMPO is the federally designated metropolitan planning organization ("MPO") for the region which includes the City of Fredericksburg, Stafford County, and Spotsylvania County. FAMPO plays an important role as the regional forum for transportation planning. FAMPO also prepares plans and programs to assist with funding applications for federal, state and local funding programs.

The FAMPO Policy Committee approves the Unified Planning Work Program (UPWP) annually. This programming and budgeting document identifies work activities to be carried out by staff and consultants to comply with applicable federal and state regulations for regional transportation planning. It also identifies work activities that inform policy considerations and decision making.

FAMPO has historically made use of the services of the consulting community to conduct regional transportation planning, research, and analysis to perform work activities of the UPWP and related matters.

FAMPO seeks to utilize one or more "on-call" planning contracts to procure professional planning services on a task-order basis from a qualified firm or firms. As such, FAMPO intends to issue one or more awards to ensure that the full range of required services can be provided under this master contract.

The George Washington Regional Commission (GWRC) by law and contract is the official fiduciary agent of FAMPO and authorized to enter into authorized contracts for and on behalf of FAMPO.

Glossary of Terms

The following terms and definitions apply to this RFP and any resulting contract(s):

- **Offeror:** a person/firm who makes an offer by submitting a proposal in response to this solicitation
- **Contractor:** a person/firm awarded a contract to provide services required in this solicitation

Request for Proposal (RFP) Details:

FAMPO has a requirement for on-call transportation planning, consulting and related services as described below. Interested Offerors are asked to provide an Expression of Interest (EOI) in accordance with the attached solicitation.

Service Needed: RFP 001/2021 Transportation Planning & Consulting Services

Type of Contract: Limited Services On-Call Term Contract

Anticipated Number of Awards: Up to but not to exceed four

Estimated Contract Value: To be determined per task order

Performance Period: Three-year (calendar) limited services term contract with two (2) optional one-year renewable terms from the commencement date indicated in the contract

Procurement Officer: Ian M. Ollis
Email: ollis@gwregion.org
Phone calls will not be accepted

Fiduciary Agent: George Washington Regional Commission

Anticipated Procurement Schedule*:

- | | |
|---|---------------------------|
| - RFP Issued & Advertised | 06/01/2021 |
| - Expression of Interest Due Date and Time | 06/11/2021 by 11:59PM EST |
| - Pre-Proposal Conference | 06/22/2021 |
| - RFP questions due to FAMPO no later than | 07/02/2021 |
| - Answers Posted on the FAMPO website | 07/12/2021 |
| - Proposal Due Date | 07/26/2021 |
| - Interviews/Technical Presentations | To Be Confirmed |
| - Final Consultant(s) Selection | 08/09/2021 |
| - Selected Consultant Pre-Award Documents Due | 08/16/2021 |
| - Consultant Contract(s) Signed | 08/25/2021 |

***FAMPO reserves the right to adjust the procurement schedule as needed.**

Pre-Proposal Conference: A virtual pre-proposal conference will be held online via GoToMeeting on June 22, 2021 at 2:00 p.m. ET for interested firms. Prospective Offerors must submit an Expression of Interest in order to receive an electronic invitation to the Pre-Proposal Conference.

All questions and requests for clarification regarding this RFP shall be submitted **ONLY** via email to ollis@gwregion.org by the due date specified in the Anticipated Procurement Schedule above. Phone calls will not be accepted. Questions or clarifications requested after such date will not be answered unless FAMPO elects, in its sole discretion, to do so. Answers to all questions will be posted to the FAMPO website. No requests for additional information, clarification or any other communication should be directed to any individual within FAMPO or GWRC.

Scope of Services

The Scope of Services to be provided under this contract may cover the full range of activities required by federal, state, regional, and sub-regional processes for multimodal transportation planning.

The annual UPWP for transportation planning in the FAMPO region describes a range of work activities for which consultant support may be required through this contract. The current UPWP for FAMPO is accessible on the FAMPO website and is found here:

<https://www.fampo.gwregion.org/unified-planning-work-program/>

The Scope of Services for this contract will include, but not be limited to, providing consultant services and planning support to FAMPO planning staff, for transportation planning purposes, technical support and related matters. A detailed scope will be determined per individual task orders issued from time to time within the contract period in pursuit of any and all FAMPO, goals, objectives, planning documents and processes.

Examples of required services to be obtained through a task order under this contract may include, but not limited to the following:

1. Perform technical analysis, to support regional long-range plan development and Transportation Improvement Program (TIP) development, including financial analysis, performance-based planning and programming analysis, environmental justice analysis, and air quality conformity analysis support, among others.
2. Provide travel demand modeling and planning analysis to support corridor planning, alternatives analysis, jurisdictional projects submitted and related regional transportation planning activities and technical analyses.
3. Support scenario planning analysis to gain insights regarding specific projects, interventions and possible future scenarios and understanding of policy implications for transportation planning.
4. Develop and administer scientific surveys designed to obtain statistically-defensible data and insights that inform regional travel trend analyses, travel demand modeling, and regional transportation planning.
5. Perform research and data collection on travel trends, travel behavior, and congestion at the regional and sub-regional level (within the national context) to inform regional transportation planning work products and decision making.
6. Conduct analysis of regional demographic and economic trends, including regional socioeconomic forecasting with regional transportation planning and economic development.
7. Conduct research and analysis on emerging regional transportation planning considerations, including topic areas such as resiliency and reliability, as well as emerging technologies and their future role in and impacts on regional travel.
8. Conduct performance measurement on regional transportation systems.
9. Perform geospatial analyses and data visualization services.

10. Conduct financial analysis related to regional transportation planning and decision-making.
11. Provide public involvement and stakeholder coordination support.
12. Provide graphic design support and document production for printed and web-based documents and materials.
13. Preparation of general engineering work on a variety of subjects including, but not limited to, traffic and right of way engineering or transit right of way improvements related to FAMPO work products.

EXPRESSIONS OF INTEREST:

Expressions of Interest (EOI) shall be submitted via email to ollis@gwregion.org with a courtesy copy to hager@gwregion.org by the due date indicated in the anticipated schedule above. EOI's should be submitted in the form of a letter on the Offeror/Company letterhead containing the following information:

1. Name of Company/Offeror;
2. Physical and postal address of the Company/Offeror;
3. Name and contact details of contact person;
4. Name of anticipated project lead for this RFP and contact details;
5. Reference to the FAMPO RFP number and date indicated on page 1;
6. Short paragraph indicating statement of intention to submit a proposal/offer

WRITTEN PROPOSALS:

An Offeror's written Proposal shall be submitted in two volumes with one cover letter as indicated below. The contents of the Proposal should reflect the Offeror's capability to perform the work described in the Scope of Services. A sufficient amount of detail should be included to permit a full and fair evaluation of the Proposal. Proposals are limited to 20 pages plus resumés.

All information provided in the EOI and later proposal shall be accurate and reflect the overall objectives and requirements of the Scope of Services. Documents shall be submitted electronically via Microsoft Word or PDF on 8 1/2" X 11" paper and one-inch margins, single-spaced, and font no smaller than 12 point. Electronic applications should be sent to ollis@gwregion.org with a courtesy copy to hager@gwregion.org by the due date. For documents too large to submit via email, a letter may be submitted via email with a link to a digital drop box or similar for immediate download purposes. Offerors shall ensure any link remains valid and is accessible by users outside the Offeror's organization.

A. VOLUME I: Technical Qualifications Submittal

Volume I should address technical requirements, experience, and qualifications. Offerors should address all relevant aspects of the solicitation instructions, evaluation factors, and Scope of Services. The proposal should address each element of the Scope of Services and each technical qualification component listed below in the following table:

Volume I - Technical Qualifications Submittal	
1.	Table of Contents
2.	Cover Letter: The letter, addressed to the Procurement Officer, should identify the principal point of contact for the Offeror by name, title, mailing address, telephone, and email address.
3.	Required Sections (Section A-H) <ol style="list-style-type: none">a. <u>Section A</u>: Executive summary.b. <u>Section B</u>: Offeror Capacity to address Scope of Services as indicated.c. <u>Section C, Key Personnel</u>: One (1) page organizational chart or list showing the Offerors proposed, key personnel assignments and responsibilities. Only names of individuals for whom resumes are submitted should appear on the chart or list. No other names need appear.d. <u>Section D, Key Personnel Resumes</u>: Key personnel are as defined in Section C, above. Each resume is limited to two (2) pages per person.e. <u>Section E, Example Projects</u>: Limit example projects to no more than 10, not to exceed one (1) page per project.f. <u>Section F, Key Personnel Participation in Example Projects</u>: Indicate which personnel were involved per project.g. <u>Section G – I, Additional Information</u>: Offerors should detail the plan to assure FAMPO that the staff submitted for evaluation will be available for the services requested by the RFP. Additionally, this section should describe the organization of the proposed project team, indicating its role(s). Only names of individuals for whom resumes are submitted need be utilized. If additional personnel names are provided, they will be disregarded for evaluation purposes.
	h. <u>Section H, Cost Proposal</u> : Cost proposal including labor rates for personnel indicated in Section C.

Key Personnel: This section should indicate the personnel needs and skills necessary to perform the scope of work for task orders to be issued under this contract. These personnel competencies and professional credentials shall be indicated in the Offeror's proposal and any related document.

This shall include a demonstration of the Offeror's understanding of the required scope of services and a demonstration of the Offeror's and its proposed personnel's capability to perform the required services described in the scope of work.

Resumes, no more than two pages each, of key personnel. At a minimum, the following labor categories should be included in this section if they will be part of the offeror's staff allocated to the contract and task orders issued under it:

- 1) Program Manager
- 2) Project Manager
- 3) Planner, Jnr
- 4) Planner, Mid
- 5) Planner, Senior
- 6) Engineer
- 7) Transportation Modeling Specialist/Planner/Engineer
- 8) Data Scientist
- 9) Statistical Survey analyst
- 10) Geospatial analyst
- 11) Web Developer/Content Manager
- 12) Graphic Designer
- 12) Public Engagement Specialist
- 13) Technical Editor
- 14) Technical Writer

COST PROPOSAL:

Proposed Labor Rates and Costs for the Offeror and any Subcontractor(s)

a. The purpose of this section is to provide a basis for comparison among the Offerors' pricing approach that may be anticipated under a future task order awarded under this master contract.

b. Offerors shall propose a rate schedule to be used for this contract. The rate schedule should identify, at a minimum, proposed rates of the labor categories (related to tasks above) identified as well as rates for support specialists such as administrative support.

- c. The Offeror may include additional labor categories deemed appropriate to complete the contractor team.
- d. Offerors shall include proposed rates and labor categories for any and all subcontractors that may be utilized during the contract period.
- e. The rate schedule shall contain proposed base year labor rates for the first year of the contract as well as rates for base years two and three and option years one and two. If escalation in the labor rates is proposed over time, the Offeror shall provide the rationale for the proposed escalation.
- f. Labor rates should be fully burdened, inclusive of direct salary and any overhead.
- g. Direct costs, including travel, meals, incidentals, and other non-labor costs will be negotiated by task order.
- h. All exceptions must be expressed in writing with the Offeror’s submission.

B. VOLUME II: Administrative Requirements Submittal

Volume II should include all administrative items listed below in the following table:

Volume II – Administrative Requirements Submittal
1. Table of Contents
2. Certification Regarding Debarment, Prime
3. Certification Regarding Debarment, Sub-Consultant
4. Names and detailed addresses of all affiliated and/or subsidiary companies for all team members, including sub-consultants
5. DBE Statement of Commitment as per FAMPO Title VI Non-Discrimination assurance ATTACHMENT D and APPENDIX A. Signed by Offeror.

NOTE: The successful Offeror(s) awarded this on call contract is not guaranteed any minimum award. All task orders are subject to available funding and will be issued on an “as needed” basis.

General Terms and Conditions:

CONTRACTUAL CLAIMS: The procedure for filing contractual claims is set forth in Section 2.2-4363 of the Code of Virginia.

ADDITIONAL INFORMATION: FAMPO/GWRC reserves the right to ask any Offeror to submit information to clarify the proposal or offer and to submit additional information which FAMPO/GWRC deems desirable, and does not affect quality, quantity, price, or delivery.

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 Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations. This includes compliance with IRS requirements.

ASSIGNMENT OF CONTRACT: FAMPO/GWRC and the Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract, or transfer any of its interest in the contract without written consent of FAMPO/GWRC. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of FAMPO/GWRC, nor shall it be construed as giving any rights or benefits hereunder to anyone other than FAMPO/GWRC and the Contractor.

COPYRIGHT AND PATENT RIGHTS: The Offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at its own expense, defend any and all actions or suits charging such infringement and will save FAMPO/GWRC, its officers, employees and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.

INDEMNIFICATION: The Contractor shall hold harmless and indemnify FAMPO/GWRC and its officers, officials, employees, and agents against any and all injury, loss, or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. FAMPO/GWRC will not agree to indemnify the offeror.

ANTI-DISCRIMINATION: By submitting their proposal, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 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, Section 2.2-4343.1E).

In every contract over \$10,000 the provisions below apply:

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

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.

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.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The Contractor will include the provisions of the above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickback or inducement from any other Offeror, supplier, manufacturer or subcontractor in connection with their 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.

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

DEBARMENT STATUS: By submitting their proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by FAMPO/GWRC under said contract.

PAYMENT:

To Contractor:

Invoices for services and accepted deliverables shall be submitted by the Contractor directly to the payment address shown on the contract. All invoices shall show the contract number, Social Security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

Payment will be made to consultant within 45 days after invoice or delivery, whichever occurs last.

All services provided under this contract 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. Consultants will adhere to Virginia procurement law as applicable.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail; the date of submission where payment is made electronically; or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

To Subcontractor:

A Contractor awarded a contract under this solicitation is hereby obligated:

To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from FAMPO/GWRC for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

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 FAMPO/GWRC, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of FAMPO/GWRC.

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 are 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, FAMPO/GWRC 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.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

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.

FAMPO/GWRC 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, items such as services to be performed, the method of packing or shipment, and the place of delivery. 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 FAMPO/GWRC a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

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 FAMPO/GWRC's right to audit the Contractor's records and/or to determine the correct number of units independently; or

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 FAMPO/GWRC with all vouchers and records of expenses incurred and savings realized. FAMPO/GWRC 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 within thirty (30) days from the date of receipt of the written order from FAMPO/GWRC. 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 provided 2.2-4363 of the Code of Virginia. 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 GWRC or with the performance of the contract generally.

DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, FAMPO/GWRC, 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 FAMPO/GWRC may have.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, FAMPO/GWRC will publicly post such notice for a minimum of 10 days on their website.

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.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with FAMPO/GWRC pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. FAMPO/GWRC may void any contract with a business entity if the

business entity fails to remain in compliance with the provisions of this section.

SEVERABILITY: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

INSURANCE: The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.
- B. The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to the FAMPO/GWRC Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to FAMPO/GWRC shall have the corresponding Contract/Agreement number noted on them.
- C. The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:
 - 1) Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 2) General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of FAMPO/GWRC, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.
 - 3) Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
 - 4) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

- D. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the GWRC Procurement Manager before a contract is executed and any work is started.
- E. The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to FAMPO/GWRC on request.
- F. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to FAMPO/GWRC Procurement Manager. The Contractor shall furnish the GWRC Procurement Manager a new prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the FAMPO/GWRC Procurement Manager.
- G. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, FAMPO/GWRC shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to FAMPO/GWRC for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- H. Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.
- I. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude FAMPO/GWRC from supervising and/or inspecting the work as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.
- J. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and FAMPO/GWRC. The Contractor shall be as fully responsible to FAMPO/GWRC for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- K. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- L. The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- M. George Washington Regional Commission shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

SPECIAL CONDITIONS:

The following conditions apply to the Contractor(s) selected:

- A. TAXES & AUDIT: Federal, state or foreign taxes are not allowable. The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner.

FAMPO, GWRC, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- B. LEGAL FEES:** Legal fees of any type are not allowable without prior written approval of FAMPO's fiduciary agent, GWRC.
- C. CANCELLATION:** In the event the project is terminated by administrative action, the Contractor will be paid for work actually performed to the date of termination. FAMPO/GWRC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. INDEPENDENT CONTRACTOR:** The Contractor shall be considered an independent contractor and neither the Contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of FAMPO or GWRC, or of the Commonwealth of Virginia.
- E. SUBCONTRACTORS:** Any work to be subcontracted to a Subcontractor shall be clearly identified in the E.O.I. and the final contract.
- F. CLAIMS FOR LOSS:** The Contractor, acting as an independent contractor, shall defend and hold FAMPO/GWRC harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.
- G. CONFIDENTIALITY OF INFORMATION:** Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is FAMPO/GWRC's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by FAMPO/GWRC. Revealing, copying, or using in any manner whatsoever any such contents which have not been authorized by FAMPO/GWRC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all Contractors' agents, employees, successors, assigns, or subcontractors that are engaged by FAMPO/GWRC of the restrictions, present and continuing, set forth herein. Contractor must receive written permission from FAMPO/GWRC to advertise the work being done for the FAMPO. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by Contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.
- H. OWNERSHIP OF MATERIAL:** All materials generated under this contract shall be considered work made for hire. FAMPO/GWRC shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this contract including without limitation unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit

or prohibit any other person including the contractor from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights the Contractor agrees to assign and does hereby assign such rights to GWRC.

- I. CONFLICT OF INTEREST: FAMPO/GWRC reserves the right to determine if a conflict of interest exists between the Contractor or their affiliates and the work of FAMPO/ GWRC. The Contractor shall continue to disclose during the term of the contract to FAMPO/GWRC any situations in which potential conflict of interest could arise, present the facts of the situation and offer an opinion as to whether the situation involves a conflict. The Contractor shall agree to accept the decision of FAMPO/GWRC as to whether or not a conflict exists. The Contractor covenants that it presently has no interest, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.
- J. FUNDING: It is understood that funding for the ensuing contract is contingent upon FAMPO receiving funds from the sponsoring agency. Should funding from the sponsoring agency be delayed, for any reason, FAMPO shall make a concomitant delay in funding to the Contractor. Contractor shall submit its final invoice within 30 days after expiration of the contract.
- K. BOUND BY TERMS: In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, the successful Contractor shall be bound by, and comply with, all the terms, conditions, and requirements contained within Attachments A, B, C, and D, including APPENDIX A.
- L. DIGITAL MATERIALS: All soft copy and digital materials that Contractor obtains from jurisdictions and agencies to complete the scope of work must be transferred to FAMPO in native machine-readable file formats (e.g., Excel data must be delivered in unprotected, open, read-write Excel files). The consultant shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under the agreement, or for correcting any previously owned FAMPO products that are used in completion of task orders under this agreement. However, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the consultant shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that any data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.
- M. DELIVERABLES: Deliverables should be in common electronic formats and files and are not considered final and complete until the FAMPO appointed Project Manager has confirmed in writing that they have been accepted
- N. SUSPECT EVIDENCE OF CRIMINAL BEHAVIOUR: Failure of the Consultant or any subconsultant to comply with all provisions of this RFP, subsequent contract and issued Task Orders, this provision, or any other contract document wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.
- O. Availability of Records: Requests for information concerning any aspect of the DBE Program, the FAMPO/GWRC complies with provisions of the Federal and Virginia Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a) and Code of Virginia Section 2.2 -3700

P. Supporting Documents & Appendices: Offerors shall review all Appendices hereto and complete and sign all attachments included in this RFP, including Attachments A, B, C, D and Appendix A as well as the VDOT Special Appendices.

Evaluation (Scoring Criteria)

FAMPO/GWRC will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below.

Proposals will be scored based on the following criteria:

FACTOR	POINTS
UNDERSTANDING OF SCOPE OF SERVICES AND RELATED COMPANY EXPERIENCE	25
DEMONSTRATED KNOWLEDGE, EXPERIENCE AND AVAILABILITY OF PERSONNEL	30
COST AND PRICE ANALYSIS	30
DBE PARTICIPATION	15
TOTAL POINTS	100

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS
To be completed by the Offeror (Prime Consultant)
Vol. II

RFP No.: 001/2021

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; and have not been convicted of any violations of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
 - d) Have not within a three-year period preceding this application/EOI had one or more public transactions (federal, state or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this EOI.

The undersigned makes the foregoing statements to be filed with the EOI submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

ATTACHMENT C.

Prompt Payment Requirements of Subcontractors

In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4347 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from the FAMPO/GWRC, or shall notify FAMPO/GWRC and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. Invoices shall be submitted no more frequently than once every 30-days. Sub-consultant invoices must be submitted within 60-days of receipt by the Consultant.

For purposes of this provision, a subconsultant's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by FAMPO/GWRC. If FAMPO/GWRC has made partial acceptance of a portion of the contract, then FAMPO/GWRC will consider the work of any subconsultant covered by that partial acceptance to be satisfactorily completed.

Upon FAMPO/GWRC's payment of the subconsultant's portion of the work as shown on the application for payment and the receipt of payment by Consultant for such work, the Consultant shall make compensation in full to the subconsultant for that portion of the work satisfactorily completed and accepted by the FAMPO/GWRC. For the purposes of this provision, payment of the subconsultant's portion of the work shall mean the Consultant has issued payment in full, to the subconsultant for that portion of the subconsultant's work that FAMPO/GWRC paid to Consultant pursuant to the applicable application for payment.

By accepting and executing this contract, the Consultant agrees to assume these obligations, and to bind the Consultant's subconsultants contractually to these obligations.

Nothing contained herein shall preclude Consultant from withholding payment to the subconsultant in accordance with the terms of the subcontract in order to protect the Consultant from loss or cost of damage due to a breach of the subcontract by the subconsultant.

Signature

Date

Title

Name of Firm

ATTACHMENT D.

Fredericksburg Area Metropolitan Planning Organization
TITLE VI /NONDISCRIMINATION ASSURANCE
DOT Order No.1050.2.A1

The *Fredericksburg Area Metropolitan Planning Organization*, (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the *Federal Highway Administration (FHWA)*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation - Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurance

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with

regard to a "program")conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Fredericksburg Area Metropolitan Planning Organization** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

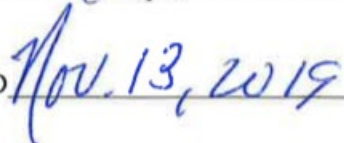
- b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the **Fredericksburg Area Metropolitan Planning Organization** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA or the Virginia Department of Transportation (VDOT)** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by **FHWA or VDOT**. You must keep records, reports, and submit the material for review upon request to **FHWA or VDOT**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **Fredericksburg Area Metropolitan Planning Organization** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal-Aid Highway Program**. This ASSURANCE is binding on the **Commonwealth of Virginia**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the **Federal-Aid Highway Program**.

Fredericksburg Area Metropolitan Planning Organization

by  _____
Dr. Linda Millsaps, Executive Director

DATED  _____

APPENDIX A
Contractor/ Consultant/Supplier Agreement: U.S. DOT 1050.2A -- Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally- assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Signature

Date

Title

Name of Firm _____

APPENDIX B

Regional Snapshot of FAMPO Area

The Fredericksburg Area Metropolitan Planning Organization (FAMPO) represents 696 square miles in three localities. These political jurisdictions include the City of Fredericksburg and the counties of Spotsylvania and Stafford. Over the past 25 years, the Region, particularly Stafford and Spotsylvania Counties, have experienced dramatic growth. According to the Weldon Cooper Center for Public Service, the FAMPO Region grew by 14.6% between the 2010 Census and July 2019, to a total of 315,936 residents, resulting in one of the highest growth rates in the Commonwealth of Virginia.

Over the past three decades, the Region has been one of the fastest growing regions in Virginia. Since 1990, the region's population has more than doubled from 137,666 to 315,936 and is ranked as the fourth largest Metropolitan Planning Organization in the state. The Region's central location between the Washington DC/MD/NOVA metropolitan area to the north and the Richmond-Petersburg metropolitan area to the south has placed it in a prime location on Interstate 95 corridor to experience rapid growth.

The Region's population is spread between the three jurisdictions. Spotsylvania and Stafford Counties have experienced the largest percentage of growth. In 1990, Spotsylvania County's population was 57,403, growing to 136,215 persons in 2019: a growth rate of 137%. Stafford County's population was 61,236, growing to 152,882 persons in 2019: a growth rate of 150%. Lastly, the City of Fredericksburg's population was 19,027, growing to 28,622 persons in 2019: a growth rate of 53%.

The existing transportation system in the Fredericksburg Region is comprised of a variety of transportation modes, the most widely used being the roadway system. The dramatic rise in population has strained transportation infrastructure pushing the Region's roadway system to capacity. Traffic congestion and safety issues on the interstate, primary, and portions of the secondary road system throughout the urbanized area are plentiful and growing worse and are beginning to impact even the surrounding rural localities more and more each year.

Other less prevalent modes of transportation for people, freight and services in the Fredericksburg Region include passenger rail, public transportation (local and regional buses), car and van pooling programs, bicycle/walk facilities, and airports. While these still comprise a small share of through-movement in the region, their use is growing and will continue to do so with smart planning.

With community and committee member input, in early 2021, FAMPO developed and adopted a set of regional transportation goals to be included in the 2050 Long Range Transportation Plan. These goals are:

- Goal 1: Have an efficient, convenient, and interconnected multi-modal transportation system.
- Goal 2: Strategically develop, manage, and preserve the transportation system.
- Goal 3: Improve travel safety for all modes of transportation.
- Goal 4: Protect and improve the environment, promote energy conservation and sustainability, and improve the overall quality of life.
- Goal 5: Plan for and establish a multi-modal transportation system that supports the economic vitality of the region.
- Goal 6: Provide multi-modal transportation options that enhance the quality of life and improve mobility for vulnerable groups such as, minority, low-income, seniors, and limited mobility groups.
- Goal 7: Educate, learn from, and include in the transportation planning process, members of the public and stakeholder groups.