

REQUEST FOR PROPOSALS

Central Shenandoah Planning District Commission
On-Call Consultant Services, RFP No. CSPDC 2021-002

(May 7, 2021)

The Central Shenandoah Planning District Commission (“CSPDC”) is seeking proposals from qualified firms interested in being included on an on-call list for the CSPDC’s On-Call Consultant Program. The CSPDC represents a five-county area in the central portion of Virginia's Shenandoah Valley, including the Cities of Harrisonburg, Lexington, Buena Vista, Staunton, and Waynesboro; the counties of Augusta, Bath, Highland, Rockbridge, Rockingham, and all the towns contained within their boundaries.

The On-Call Consultant Program facilitates quick delivery of planning, architectural, engineering, and other services for local and regional projects. Other entities, including the CSPDC’s member jurisdictions, the Harrisonburg-Rockingham MPO, and the Staunton-Augusta-Waynesboro MPO, may purchase services through the On-Call Consultant Program. Additional information pertaining to this RFP is available in the accompanying “Proposal Information and Requirements” document, including a full description of the scope of services and proposal requirements.

Proposals will be accepted until ***June 9, 2021, at 2:00 P.M.*** Proposers should deliver one original and five hard copies of the proposal to:

Ms. Bonnie Riedesel, Executive Director
Central Shenandoah Planning District Commission
112 MacTanly Place
Staunton, Virginia 24401

An electronic version of the proposal should be submitted on a flash drive along with the hard copies, or via email to bonnie@cspdc.org.

Proposals must be prepared in complete conformance with the enclosed Proposal Information and Requirements form (the “Proposal Requirements”), which is hereby incorporated into this Request for Proposals. Failure to meet any standard set forth in the Proposal Requirements may result in a proposal being deemed not response to this request. The enclosed Proposal Requirements are hereby incorporated in and made a part of this Request for Proposals.

To obtain a copy of the RFP and the Proposal Information and Requirements, or to inquire about the program, contact Mr. Nathan Garrison, Regional Planner, via email at nathan@cspdc.org

Central Shenandoah Planning District Commission

On-Call Consultant Program

PROPOSAL INFORMATION AND REQUIREMENTS

1. General:

- a. This RFP is jointly issued by the Central Shenandoah Planning District Commission (the "CSPDC") and the following public bodies pursuant to a joint procurement agreement with the CSPDC: Augusta County, Bath County, the City of Buena Vista, the Town of Broadway, the Town of Bridgewater, the City of Harrisonburg, the Harrisonburg-Rockingham Metropolitan Planning Organization, Highland County, the City of Lexington, Rockbridge County, the Blue Ridge Service Authority, Rockingham County, the City of Staunton, the City of Waynesboro, and the Staunton-Augusta-Waynesboro Metropolitan Planning Organization. In addition, other public bodies, including but not limited to the CSPDC's member jurisdictions, may purchase from contracts awarded as a result of this RFP pursuant to Virginia Code Section 2.2-4304(B). The CSPDC and the aforementioned public bodies are sometimes referred to individually as "Purchaser" and collectively as "Purchasers" in the provisions that follow.
- b. The Purchasers are seeking proposals from qualified firms interested in being included on an on-call list for professional and non-professional consulting services as detailed herein.
- c. This document will form part of the contract between the successful proposer(s) (referred to in this document as the "Consultant") and the Central Shenandoah Planning District Commission (the "CSPDC"). The terms of this document are subject to the Request for Proposals (the "RFP"), which shall control in the event of conflict.
- d. Proposals prepared in conformance with the conditions, specifications, and instructions below and on the cover sheet captioned "Request for Proposals" may be submitted in person or through the mail to the Central Shenandoah Planning District Commission in accordance with the instructions in Section 5 below.
- e. Proposals concerning separate RFPs must not be combined on the same form or placed in the same envelope. Proposals submitted in violation of this provision risk not being considered.
- f. The Purchasers reserve the right, at their sole discretion, to issue other RFP's for work related to these services, such as general planning, detailed engineering, and for other similar projects.

2. About the CSPDC:

The CSPDC represents a five-county area in the central portion of Virginia's Shenandoah Valley, including the Cities of Harrisonburg, Lexington, Buena Vista, Staunton, and Waynesboro; the counties of Augusta, Bath, Highland, Rockbridge, Rockingham, and all the towns contained within their boundaries. There are two metropolitan planning organizations served by the CSPDC. The Harrisonburg-Rockingham MPO encompasses all of the City of Harrisonburg, urbanized portions of Rockingham County, and the Towns of Bridgewater, Dayton and Mt. Crawford. The Staunton-Augusta-Waynesboro MPO encompasses all of the Cities of Staunton and Waynesboro, and urbanized portions of Augusta County.

3. About the On-Call Consultant Program:

The purpose of the On-Call Consultant Program is to create a list of qualified consultants to provide professional and/or nonprofessional services, as detailed below in the Scope of Services, to the CSPDC, its member jurisdictions, the Harrisonburg-Rockingham MPO, and the Staunton-Augusta-Waynesboro MPO. Other public bodies may also choose to purchase from the On-Call Consultant Program as permitted by Virginia Code § 2.2-4304(B). The aim of this RFP is to select multiple firms to provide these services in accordance with the terms of the contract that will be awarded. Comprehensive team submittals are encouraged, but not required. More information about the On-Call Consultant Program is available on the CSPDC's website at: <https://www.cspdc.org/programs-services/on-call-consultant-program/>.

4. Scope of Services:

Services will be purchased during the term of any contract on an as-needed basis based on the specific needs of and/or projects undertaken by the Purchaser.

Services that may be purchased as a result of this RFP will include but not be limited to transportation engineering and consulting, roadway design, bicycle and pedestrian projects, hydraulic analysis, stormwater management, project management, right-of-way services, utility coordination, general surveying, and other related services.

Other specific services may include:

Transportation Services

- Transportation planning associated with metropolitan planning organization (MPO) requirements such as long-range transportation plans;
- Transportation studies such as: corridor and sub-area studies, traffic
- Traffic engineering analysis and studies;
- Travel demand modeling and traffic simulation;
- Right-of-way services, surveying and underground utility locating & designation;

signal timing, traffic control plans, traffic counts and data collection, traffic impact studies, environmental analysis, and roadway & streetscape design;

Environmental Services

- Stormwater management, including MS4 permitting, inspections of SWM basins, development of BMPs, assistance with TMDL evaluation; and stormwater plan review;

Economic Development Services

- Economic development strategic planning and needs assessments;
- Economic recovery and resiliency planning;
- Economic impact analysis;
- ROI analysis, IMPLAN models, and pro forma services;

General Planning and Other Services

- Emergency operations planning;
- Park, outdoor recreation and trail planning;
- Broadband and telecommunications planning services;
- Public involvement and outreach services;
- GIS mapping, development, and application services;

- Public transit & mobility corridor and planning studies;
- Bicycle and pedestrian planning and engineering;

- Environmental site assessments including “Brownfields” assessments and energy efficiency audits;
- Watershed/Water Supply/Flood Mitigation studies/planning;

- Workforce attraction and retention studies;
- Comprehensive housing, real estate, and market analysis services;
- Financial feasibility studies and operational plan services;

- Construction and contract management;
- Project/site plan review;
- Landscape and architectural design;
- Construction engineering & inspections including building condition survey, assessment and documentation, and inventory of mechanical systems.

Proposers should describe their ability to perform one or more specific services within the Scope of Services, and proposals should be detailed with respect to the services the firm performs.

5. Contents of Proposals:

- a. To be considered for selection, proposers must submit a complete response to the Request for Proposals. Failure to submit all information requested may result in the rejection of the incomplete proposal.
- b. One (1) original and five (5) hard copies of the proposal should be submitted in a sealed envelope or package clearly marked “CSPDC On-Call Consultant Program” by **2:00 PM on June 9, 2021** (the “Application Deadline”). In addition to the hard

copy proposals, one (1) full-color, digital copy in .pdf file format should also be submitted by the Application Deadline, either on a flash drive contained in the sealed envelope or package or via email to bonnie@cspdc.org. The hard copy proposals should be delivered to:

Ms. Bonnie S. Riedesel, Executive Director
Central Shenandoah Planning District Commission
112 MacTanly Place
Staunton, Virginia 24401

- c. Proposals should be as thorough and detailed as possible so that the Selection Committee may properly evaluate the capabilities of the respective firms to provide the required services. Proposals shall include, at a minimum, the following items:
- i. A detailed description of the specific services that the firm is able to provide which are responsive to this RFP with descriptions of the approach and procedures employed in providing similar services elsewhere.
 - ii. A description of the process that the firm will follow to respond to a request to provide on-call services for a particular project.
 - iii. Information as to the proposer's background and experience relative to these services.
 - iv. Description of what, if any, subconsultant and outside services are to be used.
 - v. Names, experience, skills, and qualifications of key personnel that will be responsible for each type of service proposed.
 - vi. Current and projected workload of the firm and capacity of the firm to fulfill requests for on-call services in a timely manner.
 - vii. Complete references for projects completed by the firm, which are similar to the services the firm proposes to perform.
 - viii. Evidence of past successful performance relative to ability to complete projects on schedule and within the estimated budget.
 - ix. Notation of any experience working with the Virginia Department of Transportation (VDOT).
 - x. Notation of any experience working with Virginia stormwater or TMDL requirements/regulations.
 - xi. All firms who propose to provide transportation services will be required to undergo a VDOT pre-award audit before performing any such work. The proposal should include information concerning the firm's pre-award audit status.
 - xii. Any other information on services the proposer feels would be beneficial to the Purchasers.
 - xiii. Any other information the proposer feels will assist the Selection Committee in evaluating the proposals.
 - xiv. Proposers may also submit examples of relevant work recently completed by the firm(s).

- d. Scheduled pricing should not be provided in the proposal. Pricing for all services will be discussed during the interview and/or negotiation stage of the competitive negotiation process.
- e. Questions regarding this RFP will be received up to 5:00 p.m. on Wednesday, May 19, 2021 and all questions and answers will be detailed, shared, and available on the CSPDC website (<https://www.cspdc.org/programs-services/on-call-consultant-program/>) by 2:00 p.m. on Monday, May 24, 2021. All questions shall be directed to Mr. Nathan Garrison; Regional Planner via email at nathan@cspdc.org.
- f. All proposals must be signed in order to be considered. If the proposer is a firm or corporation, the proposer should show the following: (i) the identification number issued to the firm or corporation by the Virginia State Corporation Commission, (ii) the title of the individual executing the proposal, and (iii) if the individual is not an officer of the firm or corporation, the proposer should submit proof that the individual has the authority to bind the firm or corporation.
- g. Prior to the time of submittal of the proposal, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about business registration can be found at <https://www.scc.virginia.gov/default.aspx>. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation <http://www.dpor.virginia.gov/>, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting a proposal to the CSPDC. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.
- h. Proposers are responsible for delays in the delivery of the proposals by the US Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the proposer to ensure that its proposal reaches the designated location by the designated date and hour. No proposals received after the prescribed

date and hour will be considered.

- i. Proposers shall include in their proposal and submit to the CSPDC a certification on the form attached hereto that neither the proposer, its principals, nor any prospective subconsultants have been debarred or are otherwise ineligible to participate in transactions involving federal funding.
- j. Successful proposers and all associated subconsultants providing transportation-related services will be required to undergo review and approval through VDOT's pre-award evaluation process.
- k. Proposals must identify and include any desired subconsultants. Only those subconsultants listed in the original proposal can be used in future services awarded as a result of this RFP.
- l. All respondents must demonstrate financial responsibility as evidenced by the firm carrying Professional Liability Insurance in an amount meeting or exceeding \$500,000 per claim and \$1,000,000 per occurrence. Proof of insurance in these amounts, such as a declarations page or policy endorsement, should be submitted as part of the proposal. The successful proposer shall maintain insurance to protect himself and the CSPDC and/or other public bodies from claims under the Workmen's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by the proposer or by any subconsultant or anyone directly employed by either of them.

6. Evaluation Criteria:

Evaluation Criteria: Proposals shall be evaluated using the following criteria:

- a. 30 Points - Expertise, experience, and qualifications of the firm's personnel in each discipline that may provide services relevant to the RFP. In addition, the expertise, experience, and qualifications of any subconsultants will be scored within this category.
- b. 25 Points - Expertise and past experience of the firm in providing services on other contracts or on projects of similar size, scope and features as those required for the Scope of Services on this RFP.
- c. 15 Points - Evidence of past successful performance relative to ability to complete projects on schedule and within the estimated budget.
- d. 10 Points - Firm's work plan for the proposed services relative to the firm's existing workload.
- e. 10 Points – References for projects completed by the firm, which are similar to the types of services proposed.

- f. 5 Points - Geographic location of the firm's office(s) where the proposed services would be performed in relation to the geographic area served by the CSPDC.
- g. 5 Points - Size of the firm relative to the services the firm proposes to provide.

Generally, the Selection Committee will consider the firm's overall suitability to provide the services outlined in this request within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the firm's previous clients, references and others.

The Selection Committee shall have the right, before awarding any contract, to require a proposer to submit such evidence of his qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a proposer.

7. Award of Contract:

- a. A review committee of CSPDC staff and selected officials (the "Selection Committee") will review the proposals and invite the most qualified firms to engage in discussions, and/or informal interviews.
- b. The CSPDC intends to engage in individual discussions and/or interviews with a limited number of proposers deemed fully qualified, responsible and suitable on the basis of initial responses. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proprietary information from competing proposers (including any data on estimated man-hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by Virginia Code Section 2.2-4342. At the conclusion of the discussions, and/or informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the CSPDC shall select in the order of preference two or more proposers whose professional qualifications and proposed services are deemed most meritorious.
- c. Negotiations shall then be conducted, beginning with certain proposer(s) on the basis of rankings by the Selection Committee. Proposers may be ranked according to a specific service or category of services. If a contract satisfactory and advantageous to the CSPDC can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the CSPDC, a contract award shall be made to that proposer. Price shall be considered, but need not be the sole or primary determining factor. The CSPDC intends to award contracts to more than one proposer.
- d. Should the CSPDC determine in writing and in its sole discretion that only one proposer is fully qualified or that one proposer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated with, and potentially awarded to, only that proposer.

- e. Contracts are not expected to be awarded until January 2022. The CSPDC reserves the right to reject any and all proposals, and to waive formalities. Firms will not be compensated for time spent preparing responses to this RFP.
- f. The proposer(s) to whom the contract is awarded shall, within twenty days after prescribed documents are presented for signature, execute and deliver to the CSPDC the contract forms and any other required forms or certifications.
- g. Contracts awarded as a result of this RFP will provide that the same contract terms shall, during the term of the contract, be extended to all of the Purchasers. Due to the nature of the On-Call Consultant Program, the CSPDC does not guarantee that any minimum quantity of services will be purchased during the term of a contract. Selected firms will be "on call" to provide services to the Purchasers. Any contract awarded as a result of this RFP will be subject to the purchasing limits found in Virginia Code § 2.2 4303.1, as such limits may be amended from time to time.
- h. Pursuant to Virginia Code 2.2-4303.1(A), contract terms for selected firms will be for one year and may be renewed annually for up to four additional years at the discretion of the CSPDC. On prior contracts for the On-Call Consultant Program, the CSPDC has historically exercised the afore-referenced renewal terms. It is likely that the renewal terms will be exercised, although the CSPDC reserves the right not to do so.

8. Proposer's Representations:

- a. Each proposer, by submitting a proposal in response to this RFP, represents that the proposer has read and understands the contract specifications and requirements herein and has familiarized himself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
- b. By submitting their proposals, each proposer certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or sub-proposer 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.
- c. By submitting their proposals, each proposer certifies that they do not and will not during the performance of this contract knowingly employ an unauthorized alien worker as defined in the Federal Immigration Reform and Control Act of 1986. Purchaser will not consider for award any proposals, and will not consent to subcontracting any portions of the contract to any subconsultants, in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which

prohibits employment of illegal aliens.

- d. By submitting their proposals, each proposer certifies that they are not currently debarred by the Commonwealth of Virginia and that they are not listed on the governmentwide exclusions in the System for Award Management (SAM) from submitting proposals or contracts for the type of services covered by this RFP.

9. Required Contract Terms:

- a. The following provisions are required terms of each contract selecting a successful proposer to participate in the On-Call Consultant Program and will apply to every purchase of services by a Purchaser through the On-Call Consultant Program:
 - i. The contract shall be subject to and governed by the laws of the Commonwealth of Virginia. Any dispute arising out of the contract, its performance, or its interpretation shall be litigated only in the state courts serving the City of Staunton, Virginia, or – in the instance of purchases from a contract by entities other than the CSPDC – the state courts where that purchaser’s administrative offices are located.
 - ii. Except for purchases by the CSPDC, the CSPDC assumes no liability for purchases made by any other entity.
 - iii. Without limitation, the Purchaser reserves the right to terminate the contract immediately (a) in the event that the successful proposer discontinues or abandons operations; (b) if adjudged bankrupt, or reorganized under any bankruptcy law; or (c) fails to keep in force any required insurance policy.
 - iv. Failure of the Consultant to comply with any section or part of the contract may be considered grounds for immediate cancellation of the contract.
 - v. If the cancellation clause is used by the Purchaser, the Consultant will be paid for all scheduled work completed satisfactorily by the successful proposer up to the termination date set in the written cancellation notice.
 - vi. The Consultant and any subconsultants must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48 CFR 31, “Federal Acquisition Regulations, Contract Cost Principles and Procedures,” and 23 CFR 172, “Administration of Negotiated Contracts.” All firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data along with a Consultant Cost Certification for indirect cost rates required by FHWA order 4470.1A dated October 27, 2010 to the Department within 10 work days of being notified of their selection, whereby an official of an architectural or engineering firm shall certify that the indirect cost rate submitted does not include any costs which are expressly unallowable and that the indirect cost

rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR 31. A sample Consultant Cost Certification is available for architectural or engineering firm's use on VDOT website at <http://www.virginiadot.org/business/gpmmps.asp>. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations may be terminated by the CSPDC and the next most qualified team invited to submit a proposal.

- vii. The Consultant shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with the terms, and conditions of the contract.
- viii. The Consultant agrees and covenants that his agents and employees shall comply with all Town, County, State and Federal laws, and rules and regulations applicable to the business to be conducted under this contract.
- ix. The Consultant shall secure all necessary permits for the proper execution and completion of the work. All proposals submitted shall include in price the cost of any business or professional licenses, permits or fees required by the Commonwealth of Virginia, or any other governmental entity.
- x. The Consultant shall ensure that his employees exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- xi. In case of any contractual default by the Consultant, the Purchaser, after due notice may procure the services detailed in the contract from other sources and hold the successful proposer responsible for all damages including, without limitation, attorneys' fees and any other excess cost occasioned thereby.
- xii. A Consultant that is 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 or as otherwise required by law.
- xiii. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- xiv. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that the Consultant is an equal opportunity employer.
- xv. The Consultant will include the provisions of the foregoing paragraphs 9(a)(xiii) and (xiv) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.
- xvi. The Consultant acknowledges and agrees that the Federal Government is not a party to this Contract and shall have no obligations hereunder.
- b. The following provisions will apply to every purchase of services by a Purchaser through the On-Call Consultant Program:
 - i. The Consultant shall be required to submit a complete itemized invoice on each service which he or she may perform under the contract.
 - ii. Payment shall be rendered to the Consultant for satisfactory compliance with the terms, conditions and specifications of the contract within forty-five (45) days after the receipt of the proper invoice.
 - iii. The Consultant shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by a Purchaser for work performed by his subconsultant(s) under the contract:
 - (a) Pay the subconsultant(s) for the proportionate share of the total payment received from the Purchaser attributable to the work performed by the subconsultant(s) under the contract; or
 - (b) Notify the Purchaser and subconsultant(s), in writing, of his intention to withhold all or a part of the subconsultant's payment with the reason for nonpayment.
 - iv. The Consultant shall pay interest to the subconsultant(s) on all amounts owed by the Consultant that remain unpaid after seven (7) days following receipt by the Consultant of payment from the Purchaser for work performed by the subconsultant(s) under the contract, except for amounts withheld as allowed by paragraph (a)(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
 - v. The Consultant shall include in each of its subcontracts a provision requiring each subconsultant to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subconsultant(s).
 - vi. The Consultant obligation to pay an interest charge to a subconsultant(s) pursuant to the payment clause in this section shall not be construed to be an

obligation of the Purchaser. A contract modification shall not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

vii. The Purchaser may, from time to time, receive financial assistance or funding from the Federal government or the Commonwealth of Virginia and its agencies, including but not limited to the Virginia Department of Transportation and the Virginia Department of Rail and Public Transportation. Such funding may be used to purchase on-call services. The specific source of any federal or state funding may depend on the type of services the proposer performs. Contracts awarded as a result of this RFP will include all contract clauses required by federal and state law. The specific contract clauses may depend on the services the proposer is selected to perform. Such clauses may include the following:

- (a) All applicable clauses listed in Appendix II to 2 C.F.R. 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- (b) The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Virginia Department of Transportation, the Virginia Department of Rail and Public Transportation, and the CSPDC that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmbv.virginia.gov/>) under the DBE Directory of Certified Vendors. The Consultant is encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the Consultant intends to subcontract a portion of the services on the project, the Consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The Consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between the Consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. The Department believes that these services support 10% DBE participation.
- (c) The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.

- (d) The Consultant agrees to pay each subconsultant under for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the Consultant receives from the Virginia Department of Rail and Public Transportation (DRPT) or its sub-grantees. The Consultant agrees further to return retainage payments to each subconsultant within seven (7) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of DRPT of its sub-grantees. This clause applies to both DBE and non-DBE subconsultants.
- (e) The Consultant agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of the Agreement as reasonably may be required, and to retain all such records for at least three years, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (f) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to the Agreement. The Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement.
- (g) The Consultant acknowledges and agrees that federal requirements apply to the Contract, that these requirements may change due to new laws, regulations, guidance from a federal entity, or changes in the CSPDC's Master Grant Agreement. Consultant further agrees that such changes, if or when they occur, will apply to Consultant.

10. Discrimination and Disadvantaged Business Enterprises:

- a. The CSPDC and its joint Purchasers, 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 promulgated thereunder, hereby notifies all bidders that it will affirmatively ensure that with respect to any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The successful proposer and any subconsultants selected to perform work pursuant to this RFP will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days after notification of their selection when requested by VDOT, the CSPDC, or any Purchaser.
- b. The CSPDC and the Purchasers do not discriminate against any proposer because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state

law relating to discrimination in employment.

11. Claims and Appeals:

All appeals of CSPDC decisions with respect to this procurement, including the decision to award or not to award a contract, shall be made in strict accordance with the CSPDC's Procurement Policy. Compliance with the policy is mandatory.

CERTIFICATION REGARDING DEBARMENT

(To be completed by the proposer)

- 1) The below-signed Proposer 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Proposer.

Signature

Date

Title

Name of Proposing Firm

CERTIFICATION REGARDING DEBARMENT

(To be completed by a Subconsultant, if any)

- 1) The prospective subconsultant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective subconsultant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Proposer.

Signature

Date

Title

Name of Subconsultant Firm