



## **Request for Proposals**

### **DEVELOPMENT OF A SCENARIO PLANNING PROCESS, TOOLS, AND PUBLIC ENGAGEMENT**

**RFP# 22-05**

RFP Issued	May 18, 2022
Scoping Meeting	
Deadline for Questions	By May 25, 2022- 4 pm
Answers Posted	By May 27, 2022- 4 pm
Deadline – Proposal Submissions	June 17, 2022- 4 pm
RFP Announcement	By July 1, 2022

## **STUDY PURPOSE**

There are two primary models of scenario planning: normative scenario planning and exploratory scenario planning. The primary purpose of normative scenario planning is to reach a specific target whereas the primary purpose of exploratory scenario planning is to navigate uncertainty.

The proposed PlanRVA Scenario Planning process is Exploratory Scenario Planning. In this process, we first identify all the factors that are causing challenges in the present as well as those likely to cause challenges in the future. Then, we combine these “disruptors” or “driving forces of change” into plausible future end states at a certain point in the future. These combinations become scenarios, or depictions of what the future could be like. Once these exploratory scenarios are clear, viable responses to the scenarios are drafted. Through exploratory scenario planning, it is acknowledged that the future cannot be predicted, but preparation and proactive action can certainly take place.

The purpose of this project is to create an executable scenario planning process design/tool for PlanRVA with consideration of time, budget, and staff capacity constraints. The outcome of this scenario planning process will communicate the risk and opportunities of each scenario to different program areas of PlanRVA which includes housing, environment, community development, emergency management and transportation. In general, depending on the program area, the scenario planning process can result in three levels of applicability - education and awareness, strategic direction (vision setting or exploration), and action identification (in the form of policy recommendations and project identification & selection).

## **SUBMISSIONS AND QUESTIONS**

Proposals must be submitted by electronic mail at [rtrpo@planrva.org](mailto:rtrpo@planrva.org) on or before the date and hour stated above and must include the information specified by this Request for Proposal. (Proposals will not be accepted in facsimile or other form.) All information received in response to this request marked Proprietary will be handled accordingly.

Responses to this Request for Proposals will not be returned. Full submission requirements and instructions are detailed herein.

The agency is not responsible if the proposal does not reach the specific destination by the appointed time. Proposals received after the date and hour designated and incomplete submissions are automatically disqualified and will not be considered.

Please note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



Questions concerning this Request for Proposal should be directed to:

Chet Parsons, Director of Transportation

cparsons@PlanRVA.org  
(804) 924-7039

All questions from prospective responders and answers regarding this proposal will be posted on the PlanRVA website at <https://planrva.org/home/about-the-commission/purchasing-and-bids/>. Prospective responders are encouraged to review the agency website and other publicly accessible information on social media or other platforms for additional insight to the organization's work and current capacity.

**PERIOD OF CONTRACT**

The contract period for the DEVELOPMENT OF A SCENARIO PLANNING PROCESS, TOOLS, AND PUBLIC ENGAGEMENT shall be from July 1, 2022 to October 27, 2023.

*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, PlanRVA 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."*

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## **1 Background**

PlanRVA is a regional convener, planning agency and provider of essential services to the nine localities within the Richmond metro region including the Town of Ashland, Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and the City of Richmond. Previously known as the Richmond Regional Planning District Commission (RRPDC), our organization rebranded in 2019 following completion of a strategic planning process.

We are a political subdivision of the Commonwealth of Virginia, authorized by the General Assembly pursuant to the Regional Cooperation Act and subject to all provisions applicable to public bodies. Our current programmatic areas of focus include Community Development, Emergency Management, the Environment and Transportation.

PlanRVA provides staffing and administrative support to the Central Virginia Transportation Authority (CVTA: [www.CVTAVa.org](http://www.CVTAVa.org)), Emergency Management Alliance of Central Virginia (the Alliance- <https://planrva.org/emergency-management-home/>), and the Richmond Regional Transportation Planning Organization (RRTPO: [www.RRTPO.org](http://www.RRTPO.org)); we have a formal staffing arrangement with the Friends of the Lower Appomattox River (FOLAR: [www.FOLAR-va.org](http://www.FOLAR-va.org)).

PlanRVA seeks to position our organization as a regional leader in developing equitable strategies for addressing our current and future needs related to transportation, natural resources and emergency preparedness through effective public engagement, data collection and analysis.

## **2 Scope of Work**

Scenario planning is a practice through which communities plan for an uncertain future by exploring multiple possibilities of what might happen. Scenario planning helps to guide policy makers, planners, and community members through consideration of various future conditions and how to effectively respond to and plan for them. For this analysis, scenarios are defined as a set of reasonably possible, but structurally different futures.

### *Purpose*

The purpose of this project is to create an executable scenario planning process design/tool for PlanRVA with consideration of time, budget, and staff capacity constraints. The outcome of this scenario planning process will communicate the risk and opportunities of each scenario to different program areas of PlanRVA which includes housing, environment, community development, emergency management and transportation. In general, depending on the program area, the scenario planning process can result in three levels of applicability - education and awareness, strategic direction (vision setting or exploration), and action identification (in the form of policy recommendations and project identification & selection).

### *Normative vs Exploratory Scenario Planning*

There are two primary models of scenario planning: normative scenario planning and exploratory scenario planning. The primary purpose of normative scenario planning is to reach a specific target whereas the primary purpose of exploratory scenario planning is to navigate uncertainty.

The proposed PlanRVA Scenario Planning process is Exploratory Scenario Planning. In this process, we first identify all the factors that are causing challenges in the present as well as those likely to cause challenges in the future. Then, we combine these “disruptors” or “driving forces of change” into plausible future end states at a certain point in the future. These combinations become scenarios, or depictions of what the future could be like. Once these exploratory scenarios are clear, viable responses to the scenarios are drafted. Through exploratory scenario planning, it is acknowledged that the future cannot be predicted, but preparation and proactive action can certainly take place.

### *Consultant Support*

The Plan RVA scenario planning project will be guided by the selected consultants with staff support from PlanRVA. The *PlanRVA Scenario Planning Process Flow* diagram highlights the tasks which require direct consultant support. Consultant support is needed specifically for the first two of the following three aspects of the process:

1. Development of models/tools, data, and overall guidance throughout the scenario planning process
2. Technical support to develop scenario narratives and tweak the existing models and tools like the RTC model, the RSLAM model and the Accessibility model.
3. Public engagement and outreach.

*Note: PlanRVA has engaged a set of on-call consultants that can be utilized for the public engagement and outreach components of the process. In addition, scenario planning is an endeavor that many of our community partners are following closely and want to assist in so that maximum community impact is achieved. Public engagement will be led by a coalition of these partners and will be organized to ensure the consultant's work is lifted up and recognized for its role in the overall approach. While not required to be included in the contents of proposals submitted in response to this RFP, it is important for all proposers to understand the expectation of the selected firm to work closely with the assembled PlanRVA team leading public engagement and outreach activities.*

## Phase 1- Development of baseline Data & Models/Tools

*Task 1a.* Confirm base year Socioeconomic Data/Develop baseline Socioeconomic Data for horizon year 2050

- Confirm 2017 Socioeconomic Data based on 2017 (pre-Covid) as base year data.
  - Note 1: 2020 and 2021 have been very unreliable year for long term projections due to Covid implications.
  - Note 2: 2022 could be a reliable year to become the next base year but data for 2022 will only be available in 2024 at the earliest.
- 2050 horizon year baseline data should be developed using 2017 data (ignoring Covid implications) and 2050 locality projected control-totals.
- The official state population projections by locality for 2050 should be available from [Weldon Cooper Center, Demographics Research](#) Group by July 1, 2022.

*Task 1b.* Develop Models / Tools

Complete

- Richmond Tri-Cities (RTC) Travel Demand Model - Model already developed. Develop 2050 baseline scenario for testing purposes.
- Richmond Simplified Land Use Allocation Model (RSLAM) - Model already developed for 2045. Adjust as needed with 2050 baseline data.
- Transportation Accessibility Model - Model already developed based on 2017 and 2045 data. Adjust as needed with 2050 baseline data.

Staff Led

- Synthetic Population Allocation Model
- System Resiliency Model

Consultant Led

- Economic Model
- Buildings Emission and Energy Model
- Mobile Emissions Model
- Water Consumption Model
- Land Cover Model (Nutrient Loading)
- Community Health Impact Model

*Task 1c.* Develop Data to Populate Models

Staff Led

- RRTPO Cohort Component Demographics Projection – detailed demographic projection by age and gender for the baseline horizon year will be finalized once Census Bureau releases the 2020 census age and gender data (likely summer 2022. Already received Vital Statistics Data from Virginia Department of Health (VDH).
- Richmond Region Synthetic population by all geographic, social, racial, economic and travel characteristics for base year (or current year) and horizon year baseline.
- Development of the data required for the System Resiliency Model.

#### Consultant Led

- Economic Model data for base year (or current year) and horizon year baseline
- Building Emissions and energy Model data for base year (or current year) and horizon year baseline.
- Mobile Emissions Model data for base year (or current year) and horizon year baseline.
- Water Consumption Model data for base year (or current year) and horizon year baseline.
- Land Cover Model data for base year (or current year) and horizon year baseline.
- Community Health Impact Model data for base year (or current year) and horizon year baseline.

*Task 1d.* Couple models together and run base year and horizon year baseline

#### Consultant Led

- Sensitivity testing of individual models to see the output flow.
- Review of interaction of two or three models to produce the right output.

## **Phase 2- Scenario Development**

*Task 2a.* Policy Board Buy-in / Convene Advisory Committee

#### Staff Led

- Assemble Advisory Committee, considering the following
  - Locality Staff (Community Planners, Transportation Planners, Environmental Planners, etc.)
  - State Agency Staff
  - Federal Agency (FHWA & FTA) Staff
  - Other Stakeholder Agency Staff (to be identified)
  - State and Regional Advocates/Subject Matter Experts
  - Interested Citizens

#### Consultant Led

- Develop and present introductory materials (PlanRVA and RRTPO)
  - RRTPO Policy Board will guide the process and approve the final package.
  - PlanRVA Commission will be informed about the process.
- Advisory Committee introductory workshop and regular meetings

*Task 2b.* Identify Future Disruptors

#### Consultant Led

- Identify future disruptors with input from the advisory committee and public feedback
- Consider the following broad categories as a starting point to identify future disruptors
  - Social/Cultural – age structure (population pyramid), immigration, racial structure

- Technological – remote work, autonomous vehicles, clean energy
- Environment – flooding, extreme weather, sea level rise
- Economics/Politics – cost increases / inflation, land use changes, transit mode share, job growth, housing policy, poverty, transportation finance.

*Task 2c.* Develop Performance Metrics/Indicators to Evaluate Scenarios

Consultant Led

- Performance metrics / indicators developed after finalization of models/tools
  - Confirm that the metrics are sensitive to scenarios
  - Finalized with approval from the advisory committee
- The following metrics should be considered for inclusion
  - Land Use
    - *Households in urban/suburban and rural areas*
    - *Forest and agricultural land loss*
    - *Open space*
  - Mobility and Accessibility
    - *Vehicle miles traveled*
    - *Vehicle hours traveled*
    - *Vehicle hours delay*
    - *Transit ridership*
    - *Transit mode share*
    - *Accessibility to jobs and destinations*
    - *Percent of population within certain miles (one –quarter mile, one- half mile, mile, etc.)of transit*
  - Buildings and Mobile Emissions
    - *Vehicle GHG emissions*
    - *Building GHG emissions*
    - *Vehicle air pollutants emissions*
  - Land Cover (Nutrient Loading)
    - *Nitrogen loading*
    - *Sediment loading*
    - *Phosphorous loading*
  - Economics
    - *Total energy cost*
    - *Total household cost*
    - *Total transportation cost*
    - *Housing - transportation index*
    - *Housing prices*
    - *Daily travel cost for low-income population*
  - Health
    - *Health cost savings*
    - *Active travel time*
  - Water Consumption
    - *Total Water Usage*
    - *Residential Water Usage*
  - System Resiliency
    - *Population, Household and Jobs in Risk Areas (Sea Level Rise Areas, Flood Hazard Zones, Other Risk Areas TBD)*

### Task 2d. Develop Scenario Narratives

#### Consultant Led

- Develop scenario narratives using various combinations of future disruptors.
  - Scenario narratives will be distinctly different and “plausible” according to approved definition by the Advisory Committee
  - Public input should be considered to define scenario narrative.
- Develop three to five scenario narratives (excluding the baseline) and name with distinctive descriptions.
  - *The following are some plausible Scenario Narratives example:*
    - *What if .... the newly established CVTA with its new transportation funding spurs an economic boom in the Richmond region with a new wave of development coupled with heavily used modern technologies like the autonomous vehicles and greater telecommuting options.*
    - *What if.... another Covid-like pandemic hits the world, the world carbon emissions do not decrease as planned and the there is a 2-foot sea level rise which causes a greater influx of people in the Richmond region from Virginia’s coastal areas.*

## Phase 3- Scenario Testing, Analysis and Communication

### Task 3a. Run and Refine Scenarios

#### Consultant Led

- Define the scenario land use allocation process using scenario narratives.
  - The new land use allocation will be the input to the various models.
- Compare output from the various models to the baseline outputs (Task 1d)
- Refine scenarios as needed to provide substantial difference from the baseline

### Task 3b. Evaluate Scenarios

#### Consultant Led

- Evaluate scenario metrics. It is recommended to use the delta (compared to baseline) instead of absolute numbers to evaluate different scenario performance metrics.

### Task 3c. Develop Public Interface and Disseminate Data

#### Consultant Led

- Build and populate dashboards, story maps and other visualization techniques to disseminate data to the public.
- Develop a report documenting the process and the outcome including web-ready documentation and printable content
- Train staff on the development, use and maintenance of the public interface



*Task 3d.* Approval by Policy Board

Consultant Led

- Present report and demonstrate application for approval

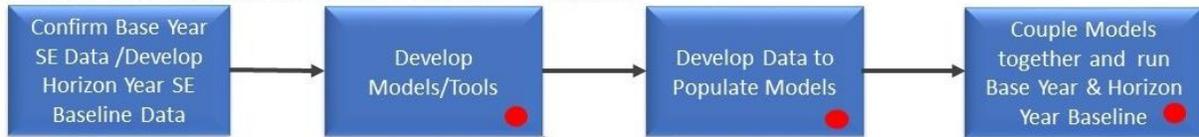
**Phase 4- Application within different program areas of PlanRVA**

Staff Led

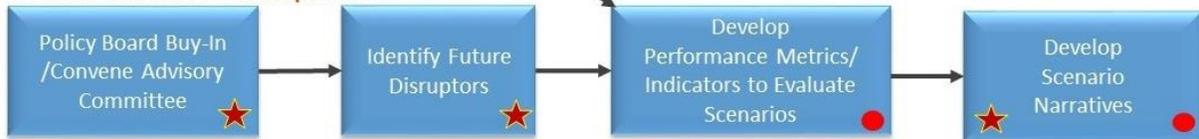
- Develop strategy for application to fit into three levels of focus for various programs at PlanRVA including Transportation, Environment, Housing, and other areas as needed
  - Level 1 - Education and Awareness
  - Level 2 - Strategic Direction (Vision setting or exploration)
  - Level 3 - Action Implementation (policy and project identification and selection)

# PlanRVA Scenario Planning PROCESS FLOW

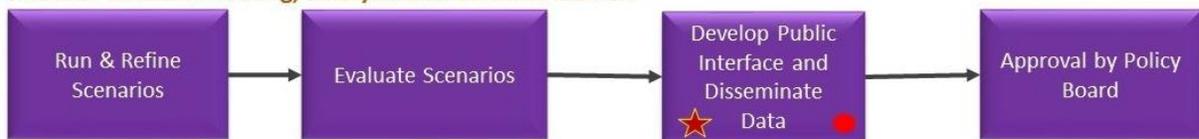
## Phase 1- Development of Baseline Data & Models/Tools



## Phase 2- Scenario Development



## Phase 3- Scenario Testing, Analysis and Communication



## Phase 4- Application within different program areas of PlanRVA



## Public Engagement

### Staff Led

- Public engagement and outreach are an integral part of a successful scenario planning process.
- The *PlanRVA Scenario Planning Process Flow* diagram highlights the tasks which involve public engagement and outreach.
- The following public engagement strategies should be considered as part of the baseline engagement strategy
  - Advisory committee (2a)
  - Dedicated website
  - Regular email updates for interested parties
  - Social media content
  - Interactive tools such as online surveys, polling, etc
  - Virtual and/or in-person outreach meetings
  - Workshops / Charettes
  - Formal comment period for draft dashboard and report

### Schedule (Tentative)

Post RFP for consultant support	5/18/22
Proposals due	6/17/22
Complete review of proposals	7/1/22
Begin Horizon year baseline SE data dev	7/1/22
Consultants start	9/1/22
RRTPO Policy Board update	11/1/22
Convene advisory committee	Fall 2022
Develop data/model/tools	5/1/23
Develop scenario narratives	9/30/23
Scenario evaluation and data dissemination	2/15/24
Policy Board final approval	Spring 2024

### 3 Selection Criteria

The Richmond Regional Transportation Planning Organization (RRTPO) established a Scenario Planning Advisory Committee to review the narrative written statement outlining each proposer’s qualifications/experience, project approach and project schedule and recommend the firm that best meets the following criteria (25-point scale):

- ✓ **Firm Experience**-similar project experience with development of scenario planning tools and processes, with emphasis on transportation decision-making (5 points).
- ✓ **Team Management**-demonstrated individual experience with similar project assignments, assessment of team structure and management, including sub-contractors, if any (5 points).
- ✓ **Project Approach**-practical steps and methodology for completing the work tasks as outlined in the scope of work (10 points).

- ✓ **Timeframe**-a schedule illustrating demonstrated ability to accomplish the scope of work with the goal of a fully public-facing scenario planning process and tools by October 5, 2023 (5 points).

Following the ranking of qualifications by an RRTPO TAC selection committee, the firm which is ranked the highest will move forward for review of the fee portion of the proposal. Negotiations will commence with the highest ranked firm. Should an agreement not be reached, the selection committee will move to the firm that is ranked second.

#### **4 Response Contents and Format**

##### **TO BE CONSIDERED COMPLETE, PROPOSALS SUBMITTED IN RESPONSE TO THE RFP SHALL CONTAIN THE FOLLOWING INFORMATION:**

- a. Return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- b. A written narrative statement (one (1) digital copy, not to exceed 25 pages) to include:
  - a. **Qualifications and Experience:** Describe the qualifications and experience of the firm/team in providing similar services as described in the Scope of Work and for all the proposed staff who will be assigned to this contract. Include resumes, and/or other supporting information. Identify primary, secondary, or back-up service and support personnel. Identify those aspects of this contract they are qualified to provide.
  - b. **Project Approach:** Description of the approach to the work for providing the proposed services
  - c. **Project Schedule:** Detailed project schedule that identifies steering committee involvement, project milestones, anticipated public engagement, and major deliverables (the schedule should not be date-certain)
- c. In a separate document:
  - a. **Fee:** Fully Loaded Fee for the Work Activities described
  - b. **Contract Compliance:** Any additional information required for compliance with PlanRVA contract terms & conditions (see sample agreement attached for reference)

#### **5 Clarification Questions & Scoping Meetings**

Any questions regarding the RFP should be submitted in writing via email to Chet Parsons, Director of Transportation for PlanRVA, no later than 4 pm May 25, 2022. Responses will be posted on the PlanRVA website no later than 4 pm on May 27, 2022.

#### **6 Offeror Presentations**



PlanRVA may elect to hold interviews and/or contract negotiations with one or more firms during the weeks of June 13<sup>th</sup> and 20<sup>th</sup> should additional information be required to make a final decision for selection. These will be held virtually and on an invitation basis. A schedule of available times will be posted online no later than June 3, 2022. Offerors are encouraged to include their preference for available times in their submission. Conflicts will be addressed on a case by case basis. We will work to provide as much advance notice as possible in confirming these sessions if necessary.

#### **7      *No Obligation***

The submission of a proposal shall not in any manner oblige PlanRVA to enter into a contract or to be responsible for the costs incurred by your organization in responding to this request.

#### **8      *Agreement of Non-Disclosure***

This document is proprietary and shall not be disclosed to any other party. It is designed, developed and submitted to potential partners of PlanRVA for the benefit of PlanRVA.

**ATTACHMENT 1- Sample Contract**

**SUBJECT:**

**Between:**

**Richmond Regional Planning District Commission**

**9211 Forest Hill Ave**

**Suite 200**

**Richmond, Virginia 23235**

**Phone: (804) 323-2033**

**And CONTRACTOR:**

**[NAME]**

**[ADDRESS]**

**Phone:**

**Fax:**



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ATTACHMENTS:

GENERAL TERMS AND CONDITIONS (EXHIBIT 1)

CERTIFICATE OF INSURANCE (EXHIBIT 2)

REQUEST FOR PROPOSAL # (EXHIBIT 3)

[NAME OF PROPOSAL] PROPOSAL [#] (EXHIBIT 4)



**PROFESSIONAL SERVICES AGREEMENT  
NUMBER:**

This **PROFESSIONAL SERVICES AGREEMENT** ("AGREEMENT"), entered into this \_\_\_\_ day of \_\_\_\_\_, 20[ ] between **The Richmond Regional Planning District Commission** ("COMMISSION"), a political subdivision of the Commonwealth of Virginia and a body politic, by and through its undersigned Purchasing Agent, pursuant to the authority expressly granted by the [ ], and **[NAME OF CONTRACTOR]** ("CONTRACTOR"). COMMISSION and CONTRACTOR are collectively referred to as "PARTIES."

**WITNESSETH:**

**WHEREAS**, the COMMISSION, desires to purchase [ ] as further described herein and set forth in the referenced and attached documents, in accordance with the requirements of the Virginia Public Procurement Act, where applicable; and

**WHEREAS**, CONTRACTOR has the expertise, knowledge and ability to provide the services set forth herein and in the referenced and attached documents; and

**WHEREAS**, COMMISSION desires to hire CONTRACTOR to provide the services set forth herein and in the referenced and attached documents; and

**WHEREAS** CONTRACTOR was awarded this AGREEMENT after a duly performed competitive process; and

**THEREFORE**, in consideration of the mutual Agreements contained in this AGREEMENT and the terms and conditions set forth below and in the referenced and attached documents, it is hereby AGREED between the PARTIES as follows:

**1.0 GENERAL TERMS AND CONDITIONS**

This AGREEMENT shall be subject to the "General Terms and Conditions", attached as Exhibit 1, and incorporated into this AGREEMENT.

**2.0** All services shall in all ways comply with the specifications set forth in Request for Proposal # [ ], Exhibit 3, attached and incorporated into this AGREEMENT as Exhibit 3.

### **3.0 PRICING & PAYMENT**

All pricing and payment shall be as set forth in Section 1.9 of this AGREEMENT.

### **4.0 WARRANTIES AND TITLE**

CONTRACTOR warrants that it has free and clear title, without encumbrance of any kind to goods/services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell goods/services in this AGREEMENT.

### **5.0 AGREEMENT DOCUMENTS**

This AGREEMENT includes the following Agreement Documents:

- a. General Terms and Conditions, Exhibit 1
- b. Certificate of Insurance, Exhibit 2
- c. Request for Proposal # [ ] Exhibit 3
- d. [ ] Proposal dated [date], Exhibit 4

### **6.0 MERGER**

CONTRACTOR and COMMISSION agree that the Agreement Documents set forth in the previous paragraph contain the entire Agreement between the PARTIES and that any previous representation or Agreement, in writing or otherwise, is hereby superseded and made null and void. All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions, attached as Exhibit 1.

### **7.0 CHOICE OF LAWS AND VENUE**



Any and all disputes of any kind related to this AGREEMENT shall be brought before the **[NAME OF COURT]** Circuit Court and determined under the Laws of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, the PARTIES hereby set their signature to this AGREEMENT on \_\_\_\_\_, 20[ ].

Richmond Regional Planning District Commission Contractor:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Eric Gregory

Attorney

CERTIFICATION: I, \_\_\_\_\_, certify by my signature above that I am the duly authorized agent of **[CONTRACTOR]** and have all right and authority to represent **[CONTRACTOR]**, and to enter into this AGREEMENT.



## EXHIBIT 1

### GENERAL TERMS AND CONDITIONS

#### I.1 **DEFINITIONS**

- I.1.1 “Department Head” means
- I.1.2 “Duly authorized representative” means any person authorized in writing by the department head to act for the department head in connection with this AGREEMENT.
- I.1.3 “Purchasing Agent” means
- I.1.4 “Professional Services” shall be defined as
- I.1.5 “Work” means **[CONTRACTOR SERVICES]** for the Richmond Regional Planning District Commission
- I.1.6 “Contractor” shall mean:

#### I.2 **AGREEMENT PERIOD**

The term of this AGREEMENT is as follows: **[NUMBER]** weeks from the date of a Notice to proceed issued by the Planning Commission for Phase I with the option to move forward with Phase II by mutual agreement between parties and contingent upon need and availability of funds for this purpose.

#### I.3 **COMPLIANCE WITH LAWS**

CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the performance of this AGREEMENT, including, without limitation, the Commonwealth of Virginia Building Codes and **[ANY OTHER APPLICABLE PLANNING COMMISSION STANDARDS]** The Standards, Specifications and Regulations of the Richmond Regional Planning District Commission are located [ ].

Procedures for Agreement disputes, appeals, and protests shall be governed by the Virginia Public Procurement Act, where applicable.

#### **I.4 TAXES**

The Richmond Regional Planning District Commission is exempt from excise taxation by virtue of exemption certificate No. [ ] The Purchasing Agent will complete such documents as may be necessary for CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

#### **I.5 NOTICE**

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to CONTRACTOR by name and address listed on the proposal; to the department head by name and address listed on the cover here and to the Procurement Manager, [ADDRESS].

#### **I.6 NONDISCRIMINATION**

During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

- I.6.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, 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 CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- I.6.2 CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
- I.6.3 Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- I.6.4 CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- I.6.5 CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I.6.6 CONTRACTOR agrees to comply with the requirements of federally funded projects consistent with the exhibits referenced herein (Exhibit A).

## **I.7 DRUG-FREE WORKPLACE**

CONTRACTOR agrees to (i) provide a drug-free workplace for 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 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 CONTRACTOR that 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 Agreement awarded to a CONTRACTOR in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the AGREEMENT.

## **I.8 DRUG-FREE WORKPLACE**

Contractor agrees that no employee or agent of CONTRACTOR of any kind will possess or cause to be possessed alcohol and/or illegal or controlled substances upon COMMISSION'S leased or owned property or workspace or within 500 feet of COMMISSION property and facilities.

## **I.9 PRICE, PAYMENT, AND SERVICES**

### **I.9.1 Price:**

The total cost for the Professional Services under this AGREEMENT shall not exceed **[PRICE]** for phase I. This is a firm fixed price contract and CONTRACTOR certifies that it can complete all work under this contract for **[PRICE]**, or less.

### **I.9.2 Payment Amount:**

Payment for services provided under this AGREEMENT shall be based solely on the hourly rates listed in Exhibit 5.

#### **I.9.2.1 Payment Schedule**

The CONTRACTOR shall make monthly applications for payment as computed strictly based upon rates provided in Exhibit 4. The COMMISSION shall make payment upon review and acceptance of the work submitted in each Application for Payment but not to exceed **[PRICE]** in total. The COMMISSION will make payments to CONTRACTOR in thirty (30) days after invoice receipt, verification and acceptance of each invoice. COMMISSION shall notify CONTRACTOR of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

**1.9.3 Minimum Services**

The Minimum services provided shall be set forth in the particular project description and shall be of like kind to those services set forth in Exhibit 3.

- 1.9.4 Additional Work, Time and Expenses:** When Additional Work, Time and/or Expenses are required, the CONTRACTOR will prepare a "Change Order" describing the additional work and/or expenses, the cause of the additional work and/or expenses, the cost of the additional work and/or expenses. These services and/or expenses shall be reviewed and authorized by the COMMISSION. The CONTRACTOR shall not proceed with additional work, time and/or expenses until the COMMISSION authorizes them in writing.

**1.10 STANDARD OF CARE**

**[ CONTRACTOR ]** shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

**1.11 QUALITY CONTROL AND INSPECTION**

- 1.10.1** COMMISSION, by its Procurement Manager, or any person whom he or she shall designate, shall have a right to inspect any services and/or products supplied by CONTRACTOR in carrying out this AGREEMENT.

- 1.10.2** COMMISSION does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this AGREEMENT.

I.10.3. CONTRACTOR shall be responsible for the agreed quality and standards of all materials, components, or completed work furnished under this AGREEMENT up to the time of final acceptance by COMMISSION.

I.10.4. Completed work not complying with the requirements of this AGREEMENT shall be rejected by the Procurement Manager and shall be corrected by CONTRACTOR at no cost to COMMISSION.

## **I.12 DELIVERIES**

Services shall be completed to the satisfaction of COMMISSION by the date specified in this AGREEMENT. Completed services not complying with the requirements of this AGREEMENT will be rejected by the Procurement Manager and shall be corrected by CONTRACTOR at no cost to COMMISSION. In case of failure to complete services in accordance with the terms and conditions of this AGREEMENT, COMMISSION, after due oral or written notice, may perform the services and/or have the services performed and hold CONTRACTOR responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of nonconforming services, they may be accepted and payment shall be made at a reduction in price determined by reasonable price concept. This remedy shall be in addition to any other remedy which COMMISSION may have.

## **I.13 RESPONSIBILITY FOR PROPERTY**

CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of COMMISSION caused by the negligence or wrongful acts or omissions of CONTRACTOR or CONTRACTOR'S representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by CONTRACTOR shall be the responsibility of CONTRACTOR until final acceptance by COMMISSION.

## **I.14 SECRECY OF COMMISSION'S DATA**

CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of COMMISSION, without first obtaining the prior written authorization of COMMISSION. Upon COMMISSION'S request, such data, designs, or other information, including all copies thereof, shall be returned to COMMISSION. Where COMMISSION'S data, designs, or other information is furnished to CONTRACTOR'S suppliers for procurement of supplies for use in the performance of COMMISSION'S orders, CONTRACTOR shall insert the substance of this provision in its orders.

## **I.15 ASSIGNMENT AND SET-OFF**

No part of this AGREEMENT, nor the AGREEMENT itself may be transferred or assigned to any other party by CONTRACTOR without the express, written consent of COMMISSION.

This AGREEMENT shall be binding upon all successors, assigns, employees, or other agents of CONTRACTOR. CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of COMMISSION (but in no case shall the consent relieve CONTRACTOR from its obligations or change the terms of the AGREEMENT). CONTRACTOR shall not transfer or assign any AGREEMENT funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from COMMISSION shall be subject to deduction by COMMISSION for any set-off or counterclaim arising out of this or any other of COMMISSION'S purchase orders with CONTRACTOR, or for any other liquidated debt from CONTRACTOR to COMMISSION, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by CONTRACTOR.

#### **I.16 NON-INFRINGEMENT**

To the extent that the services are provided relating to detailed designs not originated and furnished by COMMISSION, or by a process or method the use of which is not specifically directed by COMMISSION, CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save COMMISSION and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. CONTRACTOR shall defend, at its own expense, any action or claim in which such infringement is alleged, provided CONTRACTOR is notified within a reasonable time of such action or claim against COMMISSION. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

#### **I.17 BANKRUPTCY**

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against CONTRACTOR or in the event of the appointment, with or without CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, COMMISSION shall be entitled to cancel any unfilled part of this AGREEMENT without any liability whatsoever.

#### **I.18 CHOICE OF LAW AND VENUE; NO ARBITRATION OR MEDIATION**



This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the Circuit Court for **[LOCATION]**, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. CONTRACTOR and COMMISSION hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

#### **I.19 INDEMNIFICATION**

CONTRACTOR shall save, defend, hold harmless and indemnify COMMISSION, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

#### **I.20 LIMITATION OF LIABILITY**

COMMISSION'S liability shall be limited to the unpaid balance of amounts due under this AGREEMENT, and in no event shall COMMISSION be liable to CONTRACTOR for indirect, incidental, consequential, or special damages.

#### **I.21 DEFAULT**

COMMISSION may, subject to the provisions below, by written notice of default to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:

I.20.1 If CONTRACTOR fails to make delivery of the supplies or to perform the work within the time specified here or any written extension; or

I.20.2 If CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress so as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or other such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying the failure.

In the event COMMISSION terminates this AGREEMENT in whole or in part as provided herein, COMMISSION may procure, upon the terms and in the manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated, and CONTRACTOR shall be liable to COMMISSION for any excess costs for such similar supplies or service: provided, that CONTRACTOR shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.

CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of CONTRACTOR.

#### **I.22 TERMINATION FOR THE CONVENIENCE OF COMMISSION**

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in COMMISSION'S best interest. Any such termination shall be effected by the delivery to CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed CONTRACTOR shall stop all performance, cancel orders for parts and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from COMMISSION. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

#### **I.23 FORCE MAJEURE**

CONTRACTOR is not responsible for damages or delay in performance caused by conditions beyond its control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

#### **I.24 OWNERSHIP & CONFIDENTIALITY OF GOODS AND SERVICES**

CONTRACTOR acknowledges that COMMISSION will be sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to tangible items, writing, drawings, plans, images, intellectual property, and data compilations of any form whatsoever, shall be the exclusive and sole property of COMMISSION and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.



Further, CONTRACTOR agrees that all information provided to and by COMMISSION pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of COMMISSION and shall not be otherwise reproduced, disclosed, or used by CONTRACTOR, elsewhere, for any reason.

**I.25 EXCLUSIVITY OF SERVICES/CONFLICT OF INTEREST**

During the course of the performance of this AGREEMENT, CONTRACTOR agrees that it will not provide any services, goods and or any other consultation of any kind to any other entity working on this Project, at anytime, including but not limited to the Architects, Engineers, and Builders.

**I.26 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONTRACTOR certifies that they do not and will not during the performance of this AGREEMENT employ illegal alien workers, including subcontractors or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

**I.27 OFFICIAL NOT TO BENEFIT**

CONTRACTOR certifies that to the best of his knowledge no COMMISSION official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to COMMISSION Procurement Manager. Failure to disclose the information prescribed above may result in rescission of this AGREEMENT, or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, COMMISSION as a prerequisite to payment pursuant to CONTRACTOR, or at any time may require CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

**I.28 NON-APPROPRIATION**

COMMISSION shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this AGREEMENT. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this AGREEMENT, then COMMISSION shall immediately notify CONTRACTOR, in writing, of such

occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to COMMISSION of any kind whatsoever.

**I.29 NO AGENCY RELATIONSHIP**

CONTRACTOR is not the agent, subagent, or representative of COMMISSION; and this AGREEMENT shall not make COMMISSION liable to any person, firm, corporation or other who contracts with or provides goods or services to CONTRACTOR in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against CONTRACTOR and any other person, firm, corporation or other supplying any work, labor, services, goods, or materials to CONTRACTOR as a result of its services to COMMISSION hereunder or otherwise.

**I.30 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH**

A Contractor organized as a stock or non-stock 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.

If the authority to transact business is revoked or cancelled at any time during the term of this AGREEMENT the COMMISSION may void any and all Agreements and/or contracts at any time without notice, set-off, or recourse.

I certify that **[CONTRACTOR]** is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code: **Yes**

CONTRACTOR'S identification number issued by the SCC:

**I.31 AGREEMENT MODIFICATION**

Pursuant to Virginia law, including Virginia Code Section 2.2-4309, this AGREEMENT may be modified during performance for all purposes allowed by law, as agreed by all PARTIES; however, any modification of this AGREEMENT shall be in writing and shall be signed by authorized representatives of the PARTIES.

**(REMAINDER OF THIS DOCUMENT INTENTIONALLY LEFT BLANK)**



**EXHIBIT 2**  
**Federal Assurances**

**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.

## **U.S. DOT 1050.2A -- Appendix E**

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).



**EXHIBIT 3**

**CERTIFICATE OF INSURANCE**

**(Attach Following This Page)**

**EXHIBIT 3**

**REQUEST FOR PROPOSAL # 22-05**

**(Incorporated by Reference)**



**EXHIBIT 4**

**[CONTRACTOR] PROPOSAL DATED [ ]**

**(Incorporated by Reference)**