



# REQUEST FOR PROPOSAL

**ON-CALL PROFESSIONAL TRANSPORTATION PLANNING SERVICES**

for

Fredericksburg Area Metropolitan Planning Organization

RFP No. 001/2021

**Addendum 1**

Date Posted: July 13, 2021

**Nondiscrimination Statement:**

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

## Addendum 1

The following tracked changes content constitutes Addendum 1. All other RFP content remains in effect. Please refer to the Questions and Answers posted to the FAMPO website for additional information.

### **WRITTEN PROPOSALS:**

An Offeror's written Proposal shall be submitted in two volumes with one cover letter as indicated below. The contents of the Proposal should reflect the Offeror's capability to perform the work described in the Scope of Services. A sufficient amount of detail should be included to permit a full and fair evaluation of the Proposal. Proposals are limited to 20 pages plus resumés (Volume I only; Volume II does not have a page limit but should be comprised of required content only).

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

#### **A. VOLUME I: Technical Qualifications Submittal**

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

<b>Volume I - Technical Qualifications Submittal</b>	
1.	Table of Contents
2.	Cover Letter: The letter, addressed to the Procurement Officer, should identify the principal point of contact for the Offeror by name, title, mailing address, telephone, and email address.
3.	Required Sections (Section A- <del>GH</del> ) <ol style="list-style-type: none"><li><u>Section A</u>: Executive summary.</li><li><u>Section B</u>: Offeror Capacity to address Scope of Services as indicated.</li><li><u>Section C, Key Personnel</u>: One (1) page organizational chart or list showing the Offerors proposed, key personnel assignments and responsibilities. Only names of individuals for whom resumes are submitted should appear on the chart or list. No other names need appear.</li><li><u>Section D, Key Personnel Resumes</u>: Key personnel are as defined in Section C, above. Each resume is limited to two (2) pages per person.</li><li><u>Section E, Example Projects</u>: Limit example projects to no more than 10, not to exceed one (1) page per project.</li><li><u>Section F, Key Personnel Participation in Example Projects</u>: Indicate which personnel were involved per project.</li></ol>

g. ~~Section G~~I, Additional Information: Offerors should detail the plan to assure FAMPO that the staff submitted for evaluation will be available for the services requested by the RFP. Additionally, this section should describe the organization of the proposed project team, indicating its role(s). Only names of individuals for whom resumes are submitted need be utilized. If additional personnel names are provided, they will be disregarded for evaluation purposes.

h. ~~Section H, Cost Proposal: Cost proposal including labor rates for personnel indicated in Section C.~~

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

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

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

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

**COST PROPOSAL:**

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

- ~~a. The purpose of this section is to provide a basis for comparison among the Offerors' pricing approach that may be anticipated under a future task order awarded under this master contract.~~
- ~~b. Offerors shall propose a rate schedule to be used for this contract. The rate schedule should identify, at a minimum, proposed rates of the labor categories (related to tasks above) identified as well as rates for support specialists such as administrative support.~~
- ~~c. The Offeror may include additional labor categories deemed appropriate to complete the contractor team.~~
- ~~d. Offerors shall include proposed rates and labor categories for any and all subcontractors that may be utilized during the contract period.~~
- ~~e. The rate schedule shall contain proposed base year labor rates for the first year of the contract as well as rates for base years two and three and option years one and two. If escalation in the labor rates is proposed over time, the Offeror shall provide the rationale for the proposed escalation.~~
- ~~f. Labor rates should be fully burdened, inclusive of direct salary and any overhead.~~
- ~~g. Direct costs, including travel, meals, incidentals, and other non labor costs will be negotiated by task order.~~
- ~~h. All exceptions must be expressed in writing with the Offeror's submission.~~

**B. VOLUME II: Administrative Requirements Submittal**

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

<b>Volume II – Administrative Requirements Submittal</b>
1. Table of Contents
2. Certification Regarding Debarment, Prime
3. Certification Regarding Debarment, Sub-Consultant
4. Names and detailed addresses of all affiliated and/or subsidiary companies for all team members, including sub-consultants
<u>5. Attachment C – Prompt Payment Requirements of Subcontractors</u>
<u>5-6. DBE Statement of Commitment as per FAMPO Title VI Non-Discrimination assurance ATTACHMENT D, and APPENDIX A, VDOT Special Attachment A (page 32 of RFP), and DBE Requirements on page 50. Statement of Commitment to be signed by Offeror.</u>
<u>7. Firm Data Sheet</u>

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

## **General Terms and Conditions:**

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

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

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations. This includes compliance with IRS requirements.

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

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

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

**ANTI-DISCRIMINATION:** By submitting their proposal, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, Section 2.2-4343.1E).

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

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

*The Contractor will not discriminate against any employee or applicant for employment because of*

*race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.*

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

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

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

**ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickback or inducement from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

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

**PAYMENT:**

**To Contractor:**

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

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

All services provided under this contract that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed. Consultants will adhere to Virginia procurement law as applicable.

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

To Subcontractor:

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

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

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

The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from FAMPO/GWRC, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of FAMPO/GWRC.

UNREASONABLE CHARGES: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors are on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, FAMPO/GWRC shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

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

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

FAMPO/GWRC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, items such as services to be performed, the method of packing or shipment, and the place of delivery. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give FAMPO/GWRC a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can

be expressed in units, and the Contractor accounts for the number of units of work performed, subject to FAMPO/GWRC's right to audit the Contractor's records and/or to determine the correct number of units independently; or

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present FAMPO/GWRC with all vouchers and records of expenses incurred and savings realized. FAMPO/GWRC shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice within thirty (30) days from the date of receipt of the written order from FAMPO/GWRC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provided 2.2-4363 of the Code of Virginia. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by GWRC or with the performance of the contract generally.

DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, FAMPO/GWRC, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which FAMPO/GWRC may have.

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

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

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

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

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

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

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

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

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

**SPECIAL CONDITIONS:**

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

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

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

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

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

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

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

### Evaluation (Scoring Criteria)

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

Proposals will be scored based on the following criteria:

<b>FACTOR</b>	<b>POINTS</b>
<b>UNDERSTANDING OF SCOPE OF SERVICES AND RELATED COMPANY EXPERIENCE</b>	25
<b>DEMONSTRATED KNOWLEDGE, EXPERIENCE AND AVAILABILITY OF PERSONNEL</b>	30
<del><b>COST AND PRICE ANALYSIS</b></del>	<del>30</del>
<b>DBE PARTICIPATION</b>	15
<b>TOTAL POINTS</b>	<del>740</del>

FAMPO/GWRC will discuss labor rates and all other price related information with selected Offerors in the discussion stage of this procurement effort in accordance with the Virginia Public Procurement Act. No price or cost information shall be submitted by the Offeror with its proposal.