



Request for Quote

Roanoke Valley-Alleghany Regional Commission and Franklin County Microtransit Feasibility Study

Date of Reissue: **Thursday, September 4th, 2025**

Due Date: **Tuesday, September 30th, 2025**

Direct all inquiries regarding this RFQ to: Alison Stinnette
astinnette@rvarc.org
540-343-4417 x. 311

Welcome

The RFQ has been developed and shared with the Department of Rail and Passenger Transportation's (DRPT) bench consultants to request quote proposals to develop a microtransit feasibility study utilizing DRPT's Technical Assistance grant program.

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I. Purpose

The development of a Microtransit Feasibility Study is to be conducted to determine the best service or operational model for the community. The focus is on identifying opportunities, gauging demand, and simulating service models for future implementation, in collaboration with stakeholders.

II. Background

The Roanoke Valley-Alleghany Regional Commission is a Planning District Commission in the western portion of Virginia, consisting of the Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; the Cities of Covington, Roanoke, and Salem; and the Towns of Clifton Forge, Rocky Mount, and Vinton. As one of Virginia's Planning District Commissions, RVARC provides a space for collaboration at both the local and state levels. RVARC provides grant application assistance, management services for program implementation, and land use planning services and mapping for member governments. Additionally, RVARC plays a role in transportation planning for the region, staffing the Roanoke Valley Area Transportation Planning Organization and doing transportation demand management work.

Franklin County is a member of both the RVARC and the West Piedmont Planning District Commission. Data is available showing the commuting needs between the urban core of Roanoke and Franklin County, and vice versa. Franklin County has been working to connect communities and aims to eventually be part of the Roanoke Valley Transportation Planning Organization (RVTPO). The County identified transportation needs in its most recent Comprehensive Plan, which remains its top priority for improvement. The study will also examine multimodal connectivity to existing services within the central core of Roanoke, which will benefit Roanoke residents who need to travel to Franklin County.

There is an existing service operated by RADAR – UHSTS, Ferrum/College Express, that serves portions of Franklin County, including the Town of Ferrum, Rocky Mount, and Boones Mill, on Thursdays, Fridays, and Saturdays. The service traverses through the Town of Ferrum and Rocky Mount on Thursday and Friday and extends to downtown Roanoke on Saturdays. The service is mainly catered to Ferrum College students and is free to the public. Ferrum College pays for the local match and advertises the service, but has experienced a low level of ridership. There is potential to improve this service or replace this service as part of this effort.

III. Scope of Services

Key objectives include (these tasks will turn into the Task Orders during the contract period):

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1. Establishing Clear Objectives for Microtransit Implementation

The primary goals for introducing on-demand microtransit services in Franklin County include:

- **Replacing Underperforming Fixed-Route Services:** Transitioning from traditional fixed-route transit options to more flexible, demand-responsive services where appropriate, especially in areas with low ridership or limited coverage.
- **Enhancing Connectivity:** Providing reliable first-mile/last-mile solutions that link residents to existing transit infrastructure, such as regional bus routes or park-and-ride facilities, thereby improving overall system accessibility.

2. Data-Driven Demand Analysis

To ensure the feasibility and sustainability of microtransit services, a thorough analysis of existing transportation data is essential. This includes:

- **Evaluating Current Ridership Trends:** Reviewing transit usage patterns to identify peak times, popular routes, and areas with declining or stagnant ridership.
- **Identifying Service Gaps:** Mapping underserved or unserved communities within the county to determine where microtransit could fill critical mobility voids.
- **Assessing Microtransit Propensity:** Using demographic, geographic, and behavioral data to estimate the likelihood of adoption and usage of microtransit services in various zones.

3. Designing Tailored Service Models

Developing service models that align with Franklin County's unique needs involves:

- **Exploring Funding Mechanisms:** Identifying and pursuing grants or subsidies for vehicle procurement, driver wages, and software platforms (e.g., SaaS for scheduling and dispatch).
- **Turn-Key Implementation Options:** Considering vendor-provided solutions that offer bundled services including vehicles, technology, and operations management.
- **Reviewing Innovative Mobility Solutions:** Investigating models such as Transportation as a Service (TaaS), which integrate multiple modes of transport into a unified, user-friendly platform.

4. Stakeholder Engagement and Public Outreach

Community involvement is critical to the success of microtransit initiatives. Key activities include:

- Survey Development and Analysis: *Assisting* in the creation and interpretation of two targeted surveys—one for the general public and one for key stakeholders—to gather insights on transportation needs and preferences.
- Incorporating Feedback: Ensuring that input from residents, local businesses, and community organizations is reflected in service design and planning decisions.

5. Investment Planning and Resource Allocation

A comprehensive outline of financial and operational requirements will support informed decision-making:

- Cost Estimation: Detailing both initial capital investments and ongoing operational expenses, including vehicle acquisition, maintenance, staffing, and technology.
- Fleet and Staffing Needs: Determining the appropriate number and type of vehicles, as well as staffing levels required for service delivery and administration.
- Service Zone Definition and Fare Structure: Establishing geographic boundaries for service coverage and recommending equitable fare policies.
- Funding Eligibility: Identifying potential funding sources such as the Virginia Department of Rail and Public Transportation (DRPT) and other stable financial streams.

6. Compliance and Reporting Requirements

To maintain transparency and meet regulatory standards, the microtransit program must adhere to:

- Federal and State Reporting Protocols: Collecting and submitting data in accordance with Federal Transit Administration (FTA), National Transit Database (NTD), and DRPT guidelines.
- Performance Metrics: Tracking key indicators such as ridership, cost-efficiency, and service reliability to evaluate program success.

7. Recommendations and Implementation Strategy

Based on the findings and stakeholder input, the plan will include:

- Microtransit Service Recommendations: Proposing specific service models, technologies, and operational frameworks suitable for Franklin County.
- Phased Implementation Plan: Outlining short-term pilot programs and long-term expansion strategies, including timelines and evaluation checkpoints.

8. Education and Outreach Initiatives

To build awareness and encourage adoption, the following efforts will be undertaken:

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- Stakeholder Education: Providing informational sessions and materials to local leaders, agencies, and community groups.
- Rider Outreach Campaigns: Launching public-facing initiatives to inform residents about how to access and use microtransit services, including digital and in-person engagement.

IV. Additional Information

What are some of the economic development drivers in Franklin County?

- In [Roanoke Region](#)
 - Carilion Roanoke Memorial, Lewis Gale Hospitals, and Veterans Affairs in Salem. Virginia Tech School of Medicine.
 - Potential expansion of the Roanoke-Blacksburg Regional Airport
 - A list of drivers is provided in the first bullet point.
- In [Franklin County](#)
 - There are four designated growth areas: Rocky Mount, Westlake, Ferrum, and Union Hall.
 - [Franklin County Comp Plan – Economy \(lists of employers see page 5-5\)](#)
 - [The Franklin Center](#)
 - [Summit View Business Park](#)
 - [Ferrum College](#)
 - Manufacturing Plants
 - Truckings/Freight Businesses
 - Healthcare and Senior Living Facilities
 - Education

Are there established stakeholder groups already in place and engaged?

- Yes, there is a steering committee that is being finalized. There is also a stakeholder group that is interested in participating and supporting our outreach into their communities.

What platforms, services, or programs that RVARC use?

- We utilize or have access to the following:
 - ArcGIS Pro and ArcGIS Online Products
 - Social Pinpoint and Consultation Manager (CRM)
 - We internally use Microsoft 365 Suite, Power Apps
 - Pathways4Planning
 - VTrans

- Streetlight
- Remix by Via

Who would be contracting the turnkey service?

- It is still to be determined who would inevitably take over this project for the potential next step in demonstration. It is dependent upon the recommendations on whether or not that RVARC, Franklin County, or a new or existing service would be implemented.

What information is available?

- Franklin County GIS has downloadable shapefiles.
- RVARC has the shapefiles for Ferrum Express and regional transportation services.
- The materials we've prepared for the previous meetings with stakeholders and feedback from stakeholders.
- RVARC has distribution lists and will foster further development of a distribution list for this effort.

What about the relationship between the surrounding areas?

- RVARC covers a large area but stops at Franklin County. We have a relationship with the West Piedmont Planning District Commission, and intend to have a meeting with them before the start of the contract.
- Franklin County has started the effort to develop a steering committee of influential people within the County.

What other transportation services are in the area?

- The existing service of Ferrum Express runs three days a week on Thursday-Saturday and connects Ferrum College to Rocky Mount, and through Boones Mill to the City of Roanoke on Saturdays.
- There are private human services companies helping people reach the hospital and doctors' appointments.
- In the Roanoke Region, there is an inner-city public transportation system called Valley Metro that covers areas of the City of Roanoke, Salem, the Town of Vinton, and some of Roanoke County. There is also the Amtrak station, Greyhound, SmartWay, and Roanoke-Blacksburg Regional Airport.
- RIDESolutions Program.

Who have we already met with?

- RVARC/Franklin County has already met with the following:
 - Ferrum College
 - Franklin County Planning Staff

- Franklin County Board of Supervisors, Lorie Smith
- Southern Area on Aging (Danville, Martinsville, and the Counties of Franklin, Henry, Patrick, and Pittsylvania).
- Franklin County Non-Emergency Transportation Services – NETS Group

V. Procurement Schedule

- Publish RPQ to DRPT bench consultants by Tuesday, September 2nd, 2025.
- Reissue to DRPT bench consultants by Thursday, September 4th, 2025.
- Submission date is Tuesday, September 30th, 2025.
- Award date is by Wednesday, October 15th, 2025.

VI. Contract Term

The contract will start once the consultant has been selected, and all payments to the contractors must be complete by June 30th, 2026.

VII. Evaluation Criteria

The evaluation criteria are based on the following sections and accompanying points, for a total potential score of 100. The review panel will consist of RVARC and Franklin County Staff.

- Experience and Qualifications (35 points)
 - Have you worked on projects with similar demographics, geography, and rural to urban connections?
- Work Program & Project Management (25 points)
- Cost (20 points)
- Schedule of Work (20 points)

VIII. Project Budget

The project budget is \$120,000.

IX. Proposal/Quote Submission Requirements

The Offeror (“Offeror”) is the firm submitting the proposal. In order to be considered for selection, Offerors must submit a complete digital response to this RFP/RFQ. Email to the staff

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lead with a digital copy of the materials being submitted. Information must be clearly marked as proprietary prior to submittal. Section numbers that are redacted must be identified as follows: Example: Section 3, paragraph B: “Redacted.”

The Offeror is responsible for ensuring that the redacted version of the proposal is carefully edited, altered, and refined in order to protect and maintain the complete confidentiality of protected information.

No other distribution of the written proposal shall be made by the Offeror.

The signed proposal must be digitally emailed/sent to the staff lead identified below, and identified with the name of the offeror, the submission date and time, the address of the offeror, and the address to:

Alison Stinnette, astinnette@rvarc.org

Email Subject Line: (Your organization name and RVARC-FC Microtransit Feasibility Study)

Project Name: Roanoke Valley-Alleghany Regional Commission and Franklin County Microtransit Feasibility Study

Physical Office Address:
Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue SW
Roanoke, VA 24016

Proposals must be received by **Tuesday, September 30th by EOD.**

Written Proposal Preparation: Partnerships with other firms/vendors are acceptable and encouraged. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in RVARC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by RVARC at its discretion. Proposals must be organized in the order in which the requirements are presented in the RFP. All pages of the proposal must be numbered. Each section in the proposal must reference the corresponding need cited in the RFP. The proposal must contain a table of contents that cross-references the RFP/RFQ requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP must be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this

manner risk elimination from consideration if the evaluators are unable to find where the RFP/RFQ requirements are specifically addressed.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP/RFQ. Emphasis should be on completeness and clarity of content. Each copy of the proposal must be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. No proposal, in its entirety, should exceed 100 pages one-sided.

Specific Proposal Requirements: Proposals must be as thorough and detailed as possible so that RVARC may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete. Proposals shall be binding upon the Offeror for 120 days following the proposal due date. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Every effort will be made by RVARC to provide status information during the selection process.

State Corporation Commission (SCC) Identification Number: See Attachment A - Special Terms and Conditions for the SCC Identification Number reporting requirement.

Tab 1: Experience and Qualifications

The Offeror must provide a thorough and detailed response demonstrating their ability to meet the requirements outlined in the Scope of Services. This section should not simply affirm that the proposed system or approach meets the needs—it must explain **how** each need will be addressed, including:

- An explanation of operational processes, technologies, or methodologies used to meet the identified needs.
- If a service is not currently available but can be added, the Offeror must describe the process for integrating or developing that service, including timelines and resources required.

Additionally, the Offeror must present a comprehensive overview of their experience and qualifications relevant to the project. This includes:

A. Organizational Structure

- A statement describing the business structure under which the Offeror will operate.
- If multiple firms are involved, outline the nature of the partnership (e.g., joint venture, subcontracting), and specify the percentage of work each firm will perform.

B. Key Personnel and Roles

- A list of key personnel, including any subcontractors, who will be assigned to the project.
- For each individual, provide a summary of relevant experience, roles and responsibilities, certifications, and resumes.

C. Contact Information

- Identify the primary point of contact responsible for coordinating all proposal-related activities, including subcontractor management. Include:
 - Full name
 - Telephone number
 - Email address

D. References

- Provide at least three project references that include:
 - Contact name
 - Organization name and address
 - Telephone number and email address
 - Project description
 - Dollar value of the project

E. Insurance Documentation

- Include a valid Certificate of Insurance that meets or exceeds the minimum coverage requirements specified in **Attachment B – Required General Terms and Conditions** of the RFP.

Tab 2: Work Program and Project Management

Offerors must outline their proposed approach to managing and executing the project. This section should include:

- A detailed work program describing the methodology and steps for completing the project.
- Project management strategies, including planning, scheduling, documentation, reporting, and stakeholder engagement.
- Tools and systems used to monitor progress and ensure accountability.

Tab 3: Cost Proposal

Provide a complete cost estimate for conducting the study. The cost breakdown should include:

- Itemized costs by task or deliverable
- Personnel rates and hours allocated
- Any additional expenses or contingencies

Tab 4: Project Timeline

Offerors must submit a detailed timeline that outlines all major tasks and milestones. The schedule should include:

- Start and end dates for each task
- Key deliverables and deadlines
- Any dependencies or critical path items

Attachment A: Required General Terms and Conditions

A. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

B. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to RVARC 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 § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

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

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

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, § 2.2- 4343.1E). In every contract over \$10,000, the provisions in 1. and 2. below apply:

- 1) During the performance of this contract, the contractor agrees as follows:
 - a) 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

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employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- i) 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.
 - ii) 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.
- 2) No person in the United States shall, on the grounds of race, color, or national origin, be The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000: By entering into a written contract with RVARC, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

F. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to RVARC 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 goods or services purchased or acquired by RVARC under said contract.

G. MANDATORY USE OF FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:

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1. (For Invitation For Bids): Failure to submit a bid on the official form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the RVARC reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the RVARC may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, RVARC reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

H. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by an addendum issued by the buyer.

I. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of RVARC.

J. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, RVARC, 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 RVARC may have.

K. TAXES: Sales to RVARC are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

L. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000: 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.

M. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

N. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the RVARC shall be bound hereunder only to the extent that funding is available or may hereafter become legally available for the purpose of this contract.

O. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

P. 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 a public body 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. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Attachment B: Special Terms and Conditions

1. CHANGES TO THE RATES ON THE PRICE SCHEDULE: Rates may be revised by mutual agreement of the Roanoke Valley-Alleghany Regional Commission (RVARC) and the Offeror 60 days prior to the renewal period's starting date. If RVARC elects to exercise the option to revise rates for the three one-year renewal periods the contract prices for the increase shall not exceed the contract prices stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available. The Offeror shall convey in writing its request to raise/lower prices to RVARC no later than 60 days prior to the renewal period's starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion in its decision to allow price increases.

2. RENEWAL OF CONTRACT: This contract may be renewed upon the written agreement of both parties for two successive one-year periods, under the terms of the current contract, at approximately 60 days prior to the expiration.

3. CANCELLATION OF CONTRACT: RVARC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Offeror. After the initial two-year contract period, the resulting contract may be terminated by either party, without penalty, upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

4. AUDIT: The Offeror shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, RVARC, and its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

5. KEY PERSONNEL/SUBCONTRACTOR: People identified in terms of this RFP as "key personnel" who will work on the service contract must continue to work on this contract for its duration, so long as they continue to be employed by the Offeror, unless removed from work on this RFP and/or any subsequent purchase order resulting from this RFP. RVARC will provide written justification to the Offeror when approval is not granted. RVARC will provide the Offeror with copies of all written approvals.

6. PRIME OFFEROR RESPONSIBILITIES FOR SUBCONTRACTS: No portion of the work shall be subcontracted with a subcontractor not already included on the contract without a prior request from the Offeror and written consent of the RVARC Procurement Manager. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the Procurement Manager and Program Manager with the names,

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qualifications, and experience of their proposed subcontractors. The Offeror shall, however, remain fully liable and responsible for the work to be done by its subcontractors and shall ensure compliance with all requirements of the contract.

7. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: The Offeror must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by RVARC.

8. CLAIMS: The Offeror shall be responsible for all damage and expense to person or property caused by its negligent activities, including, without limitation, those which it chooses to deliver through its subcontractors, agents, or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Offeror shall defend and hold harmless the Commonwealth of Virginia, RVARC, its officers, agents, employees, and any other authorized users from and against any and all damages, claims, suits, judgments, expenses, actions, and costs of every name and description caused by any negligent act or omission in the performance by the Offeror, including, without limitation, those which it chooses to deliver through its subcontractors, agents, or employees, of the services under this Agreement.

9. CONTRACTUAL CLAIMS AND DISPUTES: Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the Code of Virginia. Claims shall be submitted to the Director of RVARC, who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the CFO of RVARC, who will make a decision within 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

10. ADVERTISEMENT: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DRPT or RVARC will be used in product literature. The Offeror shall not state in any of its advertising or product literature that DRPT or RVARC has purchased or uses any of its products or services, and the Offeror shall not include DRPT or RVARC in any client list in advertising and promotional materials.

11. INTELLECTUAL PROPERTY RIGHTS: RVARC shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property includes all inventions subject to the United States (U.S.) Patent System. This shall be inclusive but not limited to, new processes, materials, compounds, and chemicals, and all creations subject to the U.S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases. Furthermore, RVARC shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals shall recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State

statutes and agency rules on the release of public records, and data confidentiality. All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to RVARC. Neither RVARC nor the Offeror intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a “joint work” under the copyright laws. In the case that either in whole or part of any such copyright material is not deemed work made for hire, or is deemed a joint work, then Offeror agrees to assign and does hereby irrevocably assign its copyright interest therein to RVARC. RVARC may reasonably request documents required for the purpose of acknowledging or implementing such assignment. The Offeror warrants that no individual, other than regular employees and subcontractors of the Offeror, RVARC regular employees, agents, or assigns, or additional users, while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such an individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to RVARC either directly or through the Offeror. RVARC shall have all rights, title, and interest in or to any invention reduced to practice pursuant to this contract. The Offeror shall not patent any invention conceived in the course of performing this contract. The Offeror hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by RVARC, the remedies of the Offeror shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by RVARC shall have the effect of rescinding the provisions of this section. RVARC is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Offeror for which RVARC has fully paid the Offeror as the contract is completed or as the contract is terminated for any reason. Copyright or pre-existing work of the Offeror shall remain the property of the Offeror. The Offeror grants to RVARC a perpetual, royalty-free, irrevocable, worldwide, nonexclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to RVARC pursuant to this section. Notwithstanding anything herein to the contrary, RVARC acknowledges that as part of the Offeror’s provision of services hereunder, the Offeror may license third-party software or acquire proprietary works of authorship (collectively referred to as “products”), which have been developed by third parties. RVARC must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the Offeror, and RVARC agrees that these products will remain the sole property of the third party. The Offeror shall grant RVARC a license to use all software developed by the Offeror under this contract in other applications within Virginia as RVARC sees fit. Should the Offeror desire to reuse software developed under this contract for other projects (both RVARC contracts and others), RVARC must be notified in writing 60 days prior to such use. Furthermore, RVARC shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to RVARC releasing software rights. Typically, RVARC prefers increased software capabilities and/or functionality instead of monetary compensation.

12. PATENT RIGHTS: If any invention, improvement, or discovery of the Offeror or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this

project which an invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Offeror shall immediately notify RVARC and provide a detailed report. The rights and responsibilities of the Offeror, its subcontractors, and RVARC with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

13. PROTECTION OF PERSONS AND PROPERTY:

- A. The Offeror expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Offeror's operation in connection with the work.
- B. The Offeror shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- C. The provisions of all rules and regulations governing safety, as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, shall apply to all work under this contract.
- D. The Offeror shall continuously maintain adequate protection of all work from damage and shall protect the owner's property from injury or loss arising in connection with this contract.
- E. The Offeror should make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. The Offeror shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Offeror shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authorities, local conditions, any of the contract documents, or erected for the fulfillment of his obligations for the protection of persons and property.
- F. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Offeror, without special instruction or authorization from the owner, shall act, at its discretion, to prevent such threatened loss or injury. Also, should the Offeror, to prevent threatened loss or injury, be instructed or authorized to act by the owner, the Offeror shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Offeror on account of any emergency work shall be determined as provided by Attachment A – Required General Terms and Conditions.

14. MANNER OF CONDUCTING WORK AT JOB SITE: All work shall be performed according to the industry standards and to the complete satisfaction of RVARC.

- A. The Offeror shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of RVARC.
- B. Sexual harassment of any employee, RVARC, or Offeror, will not be tolerated and is to be reported immediately to the RVARC Executive Director. All work to be conducted by the Offeror in any facility shall be coordinated in advance with the RVARC Project Manager. If applicable, the Offeror shall coordinate his/her work efforts with other

existing Offeror/agency work efforts through the RVARC Program Manager. All Offeror work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M., unless otherwise approved by the RVARC Project Manager.

15. POLICY OF EQUAL EMPLOYMENT: RVARC is an equal opportunity/affirmative action employer. RVARC encourages all vendors to establish and maintain a policy to ensure equal opportunity employment.

16. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized.

Indicate the above information in Attachment I – SCC Form. Offeror agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation, Attachment I - SCC Form) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of the Offeror's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Offeror as demonstrating compliance.

Attachment C: State Corporation Commission Form

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The Offeror:

Is a corporation or other business entity with the following SCC identification number:

_____ -OR

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust business trust -OR is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) -OR

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1- 757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Check this box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. The Commonwealth reserves the right to determine in its sole discretion whether to allow such a waiver.

Attachment D: Contract Template

CONTRACT
BETWEEN THE ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION
AND [Enter Name]
FOR [Enter Project]

This Contract is dated [], 2025, between the Roanoke Valley-Alleghany Regional Commission, a Virginia public body corporate and politic, hereinafter referred to as the “RVARC, and [Consultant], hereinafter referred to as the “Consultant,”

WITNESSETH:

WHEREAS, Consultant has been awarded this Contract by the RVARC for [Project] in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the “Work” or “Study”.

NOW, THEREFORE, THE RVARC AND THE CONSULTANT AGREE AS FOLLOWS:

SECTION 1: WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the RVARC to the Consultant for the Work provided for in this Contract to be performed by the Consultant, the Consultant hereby covenants and agrees with the RVARC to fully perform the services, provide any materials needed to complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work (Exhibit 2).
3. Service Schedule & Proposed Fees (Exhibit 3).
4. [Other Exhibits] (Exhibit 4).

The parties agree that if there are any differences between the provisions of the above-referenced documents, the provisions of the RVARC documents and this Contract will control over any Consultant-supplied documents or information.

SECTION 2: CONTRACT AMOUNT.

MEMBER GOVERNMENTS: Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; Cities of Covington, Roanoke, and Salem; Towns of Clifton Forge, Rocky Mount, and Vinton. www.rvarc.org

The RVARC agrees to pay the Consultant for the Consultant's complete and satisfactory performance of the work describes, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$20,000 as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Study as may be authorized and approved by the RVARC, and the Contract amount may be decreased by the RVARC's assessment of any damages against the Consultant, as may be provided for in this Contract or by law, and the RVARC retains the right of setoff as to any amounts of money the Consultant may owe the RVARC.

SECTION 3: TERM OF CONTRACT.

A. The term of this Contract shall be from [Dates], at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the RVARC.

B. All terms and conditions shall remain in force for the term of this Contract and for any extension period unless modified by mutual agreement of both parties.

SECTION 4: TIME OF PERFORMANCE.

The Consultant shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the RVARC representative to the Consultant, and the Consultant covenants and agrees to fully construct, perform, and provide the services called for by this Contract established by such notice. The Consultant further agrees that the work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Consultant will cooperate and coordinate with the other RVARC employees doing other work or using the area where Consultant is working.

SECTION 5: PAYMENT.

A. The RVARC agrees to pay Consultant for the Consultant's complete and satisfactory performance of the work, in the manner and at the time set out in this Contract. The RVARC retains the right to setoff as to any amounts of money Consultant may owe the RVARC. A written progress report may be requested by the RVARC to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplies, and/or hours worked may be requested by the RVARC and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed integral to the Study, all of which need be approved and accepted by the RVARC prior to such payment, unless otherwise provided for in the Contract documents. The Consultant shall submit a request for payment to each appropriate division and department not more than once each month. The payment requested shall be for services completed for the Project and approved by the RVARC.

B. Once a payment request has been received by the RVARC, the RVARC will process such payment request. If there are any objections or problems with the payment request, the RVARC will notify the Consultant of such matters. If the payment request is approved and accepted by the RVARC, payment will be made by the RVARC to the Consultant not more than 30 days after such request has been approved.

SECTION 6: INSPECTION.

The RVARC shall have a reasonable time after receipt of work items and before payment to inspect all such items for conformity to this Contract. If all or some of the items delivered to the RVARC do not fully conform to the provisions hereof, the RVARC shall have the right to reject and return such nonconforming items, at the sole cost of the Consultant.

SECTION 7: PAYMENTS TO OTHERS BY CONSULTANT.

The Consultant agrees that Consultant will comply with the requirements of Section 2.2-4354 of the Code of Virginia regarding Consultant's payment to other entities and the Consultant will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Consultant by the RVARC. Consultant further agrees that the Consultant shall indemnify and hold the RVARC harmless for any lawful claims resulting from the failure of the Consultant to make prompt payments to all persons supplying the Consultant equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the RVARC may, in the RVARC's sole discretion, after providing written notice to the Consultant, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the RVARC determines it to be appropriate to do so.

SECTION 8: HOLD HARMLESS AND INDEMNITY.

Consultant shall indemnify and hold harmless the RVARC and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Consultant's or its employees, agents, or subconsultants actions, activities, or omissions, negligent or otherwise, on or near RVARC's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Consultant agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 9: COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Consultant agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Consultant further agrees that Consultant

does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 10: INDEPENDENT CONSULTANT.

The relationship between Consultant and the RVARC is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Consultant shall, at all times, maintain its status as an independent Consultant and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Consultant shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subconsultants. Consultant will be responsible for all actions of any of its subconsultants, and that they are properly licensed.

SECTION 11: REPORTS, RECORDS, AND AUDIT.

Consultant agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The RVARC, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Consultant. This includes the RVARC's right to audit and/or examine any of the Consultant's documents and/or data as the RVARC deems appropriate to protect the RVARC's interests.

SECTION 12: INSURANCE REQUIREMENTS.

Consultant and any of its subconsultants involved in this Contract shall maintain the insurance coverages set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including worker's compensation coverage regardless of the number of Consultant's employees. Such insurance coverage shall be obtained at the Consultant's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Consultant under this Contract. Additional insured endorsements, if required, must be received by the RVARC within 30 days of the execution of this Contract or as otherwise required by the RVARC's Finance Director.

SECTION 13: DEFAULT.

If Consultant fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the RVARC may, by written notice to Consultant, terminate this Contract in whole or in part. In addition to any right to terminate, the RVARC may enforce any remedy available at law or in equity in connection with such default, and Consultant shall be liable for any damages to the RVARC resulting from Consultant's default. The RVARC further reserves the right to immediately obtain such work or services from other entities in the event of Consultant's default.

SECTION 14: NONWAIVER.

Consultant agrees that the RVARC's waiver or failure to enforce or require performance of any term or condition of this Contract or the RVARC's waiver of any particular breach of this Contract by the Consultant extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Consultant and does not bar the RVARC from requiring the Consultant to comply with all the terms and conditions of the Contract and does not bar the RVARC from asserting any and all rights and/or remedies it has or might have against the Consultant under this Contract or by law.

SECTION 15: FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

SECTION 16: NONDISCRIMINATION.

A. During the performance of this Contract, Consultant agrees as follows:

- i. Consultant 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 Consultant. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. Consultant in all solicitations or advertisements for employees placed by or on behalf of Consultant will state that Consultant is an equal opportunity employer.
- iii. 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.
- iv. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT.

B. Consultant will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

SECTION 17: DRUG-FREE WORKPLACE.

MEMBER GOVERNMENTS: Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; Cities of Covington, Roanoke, and Salem; Towns of Clifton Forge, Rocky Mount, and Vinton. www.rvarc.org

A. During the performance of this Contract, Consultant agrees to (i) provide a drug-free workplace for Consultant'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 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 Consultant that Consultant 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 subconsultant or vendor.

B. 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 Consultant, 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.

SECTION 18: ASSIGNMENT.

Consultant may not assign or transfer this Contract in whole or in part except with the prior written consent of the RVARC, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Consultant from any of the covenants or undertakings contained in this Contract and the Consultant shall remain liable for the Contract during the entire term thereof.

SECTION 19: CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contractor notice from the RVARC to the Consultant that the RVARC disputes the amount of Consultant's request for final payment. However, written notice of the Consultant's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Consultant. A written decision upon any such claims will be made by the RVARC Executive Director or designee (hereafter Executive Director) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the Executive Director. The Consultant may not institute legal action prior to receipt of the RVARC's decision on the claim unless the Executive Director fails to render such decision within 120 days from submittal of Consultant's claim. The decision of the Executive Director shall be final and conclusive unless the Consultant within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Code of Virginia. Failure of the RVARC to render a decision within said 120 days shall not result in the Consultant being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the RVARC's failure to render a decision within said 120 days shall be Consultant's right to immediately institute legal action.

No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Code of Virginia has been established for contractual claims under this Contract.

SECTION 20: SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 21: HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 22: COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 23: AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 24: NOTICES.

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To RVARC:

Roanoke Valley-Alleghany Regional Commission

Attn: [Name]

313 Luck Avenue, SW

Roanoke, VA 24016

Email: [Email]

Phone: 540-343-4417

If to Consultant:

[Firm]

[Addressee]

[Address]

[City, State, Zip]

Email: [Email]

Phone: [Phone]

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 25: PROTECTING PERSONS AND PROPERTY.

The Consultant expressly undertakes both directly and through its subconsultants, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Consultant's operation in connection with the Work. The Consultant will maintain adequate protection of all Consultant's Work to prevent damage to it and shall protect the RVARC's property from any injury or loss arising in connection with this Contract and to protect adjacent property to

prevent any damage to it or loss of use and enjoyment by its owners. Consultant agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the RVARC or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the RVARC shall be the responsibility of the Consultant. Consultant shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 26: CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Consultant agrees that the RVARC may terminate this Contract on seven (7) days written notice to Consultant, without any penalty or damages being incurred by the RVARC. Consultant further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 27: NOTICE TO PROCEED.

Work to be performed by the Consultant under this Agreement shall begin within five (5) days after receipt of official notice from the RVARC to proceed. Written notice to proceed will be given by the RVARC prior to any work being done on any element of this Agreement. The RVARC will not be responsible for payment for services performed in advance of such notice.

SECTION 28: SUSPENSION OR TERMINATION OF CONTRACT BY RVARC.

The RVARC, at any time, may order Consultant to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Consultant shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the RVARC all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Consultant to fulfill any of its Contract obligations, the RVARC may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the RVARC for any damages allowed by law, and upon demand of RVARC shall promptly pay the same to RVARC.

2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Consultant, the Consultant shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the RVARC and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

3. The rights and remedies of the RVARC provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and RVARC may pursue any and all such rights and remedies against Consultant as it deems appropriate.

SECTION 29: ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Code of Virginia, pertaining to bidders, offerors, Consultants, and subconsultants are applicable to this Contract.

SECTION 30: COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Consultant shall comply with the provisions of Code of Virginia Section 2.2-4311.2, as amended, which provides that a Consultant 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 or as otherwise required by law. Consultant 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. The RVARC may void the Contract if the Consultant fails to remain in compliance with the provisions of this section.

SECTION 31: OWNERSHIP OF REPORTS AND DOCUMENTS.

Consultant agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Consultant to the RVARC and all such items shall become the sole property of the RVARC. The Consultant agrees that the RVARC shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the RVARC may reproduce, copy, and use all such items as the RVARC deems appropriate, without any restriction or limitation on their use and without any cost or charges to the RVARC from Consultant. Consultant hereby transfers and assigns all such rights and items to the RVARC. Consultant further agrees Consultant will take any action and execute any documents necessary to accomplish the provisions of this Section. The Consultant also warrants that Consultant has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 32: SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 33: ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

SIGNATURES: The parties hereto agree to abide by all the provision of this Contract.

IN WITNESS WHEREOF, the parties sign and cause this Contract to be executed on this [DATE], 2025

Jeremy Holmes, Executive Director

Roanoke Valley-Alleghany Regional Commission

Date

[Name]
[Firm]

Date

**EXHIBIT 1
TO CONTRACT
BETWEEN ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION AND [Consultant]
FOR [Project]**

REFERENCE: RFQ-2025021901

INSURANCE REQUIREMENTS

The Consultant shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

A. Neither the Consultant nor any subconsultant shall commence work under this Contract until the Consultant has obtained and provided proof of the required insurance coverages to the RVARC, and such proof has been approved by the RVARC. The Consultant confirms to the RVARC that all subconsultants have provided Consultant with proof of such insurance or will do so prior to commencing any work under this Contract.

B. The minimum insurance policies and/or coverages that shall be provided by the Consultant, including its subconsultants, include the following:

(1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Limit (other than Products/Completed Operations);

\$1,000,000.00 Products/Completed Operations Limit;

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character);

\$1,000,000.00 each occurrence limit; and

Naming of RVARC as additional insured.

(2) Automobile Liability: \$1,000,000.00 combined single limit, and naming RVARC as additional insured

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence;

\$500,000.00 Bodily Injury by Disease Policy Limit; and

\$100,000.00 Bodily Injury by Disease each employee.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and

automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Consultant's and its subconsultants' insurance company shall waive rights of subrogation against the RVARC and its officers, employees, agents, assigns, and volunteers.

(6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.

(7) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the Consultant to notify the RVARC of such within thirty (30) days of the effective date of the change.

D. Proof of Insurance Coverage:

(1) Consultant shall furnish the RVARC with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

(2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the RVARC, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia and have an AM Best rating of "A" or better.

F. The Consultant's insurance policies and/or coverages shall not contain any exclusions for the Consultant's subconsultants.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant, and/or its subconsultants, or their insurance carriers. The RVARC does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant's interest or liabilities but are merely minimums. The obligation of the Consultant, and its subconsultants, to purchase insurance shall not in any way limit the obligations of the Consultant in the event that the RVARC or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the RVARC to seek any recovery against the Consultant's insurance company before seeking recovery directly from the Consultant.

END OF EXHIBIT 1

**EXHIBIT 2
TO CONTRACT
BETWEEN ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION AND [Consultant]
FOR [Project]**

REFERENCE:

SCOPE OF WORK

END OF EXHIBIT 2

**EXHIBIT 3
TO CONTRACT
BETWEEN ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION AND [Consultant]
FOR [Project]**

REFERENCE:

SERVICE SCHEDULE & PROPOSED FEES

Project Schedule and Milestone*

Schedule	Milestone and/or proposed fee payment
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END OF EXHIBIT 3

**EXHIBIT 4
TO CONTRACT
BETWEEN ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION AND [Consultant]
FOR [Project]**

n
REFERENCE: on

Attachment: Appendix A through E U.S. DOT 1050.2A

Roanoke Valley Transportation Planning Organization
TITLE VI / NONDISCRIMINATION ASSURANCE
(DOT Order No.1050.2A)

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

Statutory/Regulatory Authorities

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

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

General Assurance

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

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

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

Specific Assurances

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

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

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

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

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

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

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

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

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

Roanoke Valley Transportation Planning Organization

by  _____

Jeremy Holmes, Executive Director

October 4th, 2024 _____

APPENDIX A
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.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Roanoke Valley Transportation Planning Organization** will accept title to the lands and maintain the project constructed thereon in accordance with the Virginia General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program and the policies and procedures prescribed by the *Federal Highway Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Roanoke Valley Transportation Planning Organization** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the **Roanoke Valley Transportation Planning Organization** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Roanoke Valley Transportation Planning Organization**, its successors and assigns.

The **Roanoke Valley Transportation Planning Organization** in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **Roanoke Valley Transportation Planning Organization** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER
THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Roanoke Valley Transportation Planning Organization** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the **Roanoke Valley Transportation Planning Organization** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **Roanoke Valley Transportation Planning Organization** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Roanoke Valley Transportation Planning Organization** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER
THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the **Roanoke Valley Transportation Planning Organization** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the **Roanoke Valley Transportation Planning Organization** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the **Roanoke Valley Transportation Planning Organization** will there upon revert to and vest in and become the absolute property of the **Roanoke Valley Transportation Planning Organization** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E
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.*).

Roanoke Valley-Alleghany Regional Commission
TITLE VI / NONDISCRIMINATION ASSURANCE
(DOT Order No.1050.2A)

The **Roanoke Valley-Alleghany Regional Commission**, (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the *Federal Highway Administration*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

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

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

General Assurance

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

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

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

Specific Assurances

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

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

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

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

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

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

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

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

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

Roanoke Valley-Alleghany Regional Commission

by 

Jeremy Holmes, Executive Director

October 7th, 2024

APPENDIX A
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.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Roanoke Valley-Alleghany Regional Commission** will accept title to the lands and maintain the project constructed thereon in accordance with the Virginia General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program and the policies and procedures prescribed by the *Federal Highway Administration* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Roanoke Valley-Alleghany Regional Commission** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the **Roanoke Valley-Alleghany Regional Commission** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Roanoke Valley-Alleghany Regional Commission**, its successors and assigns.

The **Roanoke Valley-Alleghany Regional Commission** in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **Roanoke Valley-Alleghany Regional Commission** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER
THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Roanoke Valley-Alleghany Regional Commission** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the **Roanoke Valley-Alleghany Regional Commission** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **Roanoke Valley-Alleghany Regional Commission** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Roanoke Valley-Alleghany Regional Commission** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER
THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the **Roanoke Valley-Alleghany Regional Commission** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the **Roanoke Valley-Alleghany Regional Commission** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the **Roanoke Valley-Alleghany Regional Commission** will there upon revert to and vest in and become the absolute property of the **Roanoke Valley-Alleghany Regional Commission** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E
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.*).