Request for Proposal

RFP: TJPDC-2026-02 Website Management and Digital Communications Services

Organizational Overview

Planning District Commissions (PDCs) are established and organized under the Regional Cooperation Act (*Code of Virginia*, 15.2-4200). The Thomas Jefferson Planning District Commission (TJPDC) was formed in 1972 to provide a forum for discussion of issues that member local governments have in common, or on which there is disagreement, to work to decrease fragmentation in government, to plan cooperatively for the future, and to provide planning services to member local governments as requested. As a public body, the TJPDC strives to include the public in decision-making. The TJPDC is guided by a locally appointed twelve-member commission, of which at least 51% are local elected officials. Member localities include the City of Charlottesville and the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson. The TJPDC serves our local governments by providing regional vision, collaborative leadership, and professional service to develop effective solutions, often in the form of technical and program services.

Summary of Request

The Thomas Jefferson Planning District Commission (TJPDC) seeks a Website Management and Digital Communication Services firm to provide comprehensive management and ongoing support of TJPDC's public-facing websites. The role is best understood as a combination of **webmaster, WordPress administrator, web developer, website content manager, technical support resource, and web design resource**.

The primary responsibility is to provide comprehensive management of TJPDC's websites. This encompasses the technical infrastructure behind the sites, WordPress and related software, security and maintenance, routine content publishing, development of new pages and sections, website redesign and rebranding, troubleshooting, and ongoing recommendations for improvement.

This role requires a provider who can work independently and take responsibility for the websites as a whole. TJPDC staff should be able to communicate what they need to accomplish, while the website manager provides the technical and design expertise necessary to determine how best to accomplish it.

The person/team responsible for the websites must have sufficient technical, development, design, and problem-solving ability to serve as TJPDC's primary web-management resource and to maintain the websites as an ongoing, functioning public information system.

Scope of Services

1. Website Portfolio Management
The role includes responsibility for the ongoing management and support of multiple TJPDC-related websites and web properties, including:

- Tjpdc.org
- Ca-mpo.org
- Waterstreet.tjpdc.org
- Rideshareinfo.org
- Pathva.org
- Rivannariverbasin.org

The websites vary in size, purpose, content, and functionality. The role involves managing the websites as an overall portfolio rather than simply performing isolated content updates. This includes maintaining consistency, functionality, security, and overall presentation across the sites while also accommodating the individual needs of each program, project, committee, or initiative.

2. Hosting, Domain, and Technical Infrastructure
The role includes management of the technical infrastructure supporting the websites. This includes:

- Website hosting accounts
- Domain registrations and administration
- DNS management
- cPanel and related hosting-control functions
- Configuration and management of website-related services
- Coordination with hosting providers or other technical service providers when necessary

3. WordPress and Content Management System Administration
The websites are primarily built and maintained using WordPress, with Elementor used as the page-building and design platform. Regular maintenance also includes keeping WordPress and associated software current and addressing compatibility or functionality issues that may arise following updates.

The role includes ongoing administration and maintenance of:

- WordPress core software
- Elementor and associated components
- WordPress themes
- Plugins and extensions
- Website settings and configurations
- User and administrative access, as applicable
- Website functionality and integrations

4. Website Security and Maintenance
The role includes active responsibility for maintaining the security and technical integrity of the websites. Website security is an ongoing management responsibility rather than a task performed only when a problem occurs.

This includes:

- Monitoring websites for security issues, malicious activity, and potential breaches
- Maintaining WordPress, themes, and plugins to reduce security vulnerabilities
- Identifying and addressing malware or other malicious activity when encountered
- Monitoring websites for problems that may indicate a security issue.
- Maintaining appropriate security-related configurations and protections

5. Website Content Management and Publishing

A significant portion of the ongoing work consists of managing and publishing website content on an as-needed basis. Routine, straightforward content requests have an expected turnaround of approximately 24 hours. The role is not limited to simply uploading material supplied by TJPDC staff. The person/team managing the website is expected to determine appropriate formatting and presentation and to make reasonable decisions about how supplied information should be structured on the site.

Routine content-management responsibilities include:

- Basic content editing
- Adding and formatting pages
- Posting announcements and public notices
- Posting newsletter links
- Managing event calendars
- Updating committee rosters
- Posting meeting agendas
- Posting meeting minutes
- Updating navigation and menus as content changes
- Formatting supplied materials so they display appropriately on the website

6. Meeting Materials and Document Archive Integration

The websites contain substantial amounts of committee, project, and public-meeting information. The role includes managing the publication and organization of materials—including meeting agendas, minutes, and supporting documents—and maintaining the relationship between website content and the associated document archive. This includes working with materials stored on Microsoft OneDrive and maintaining their integration with the websites where applicable. The responsibility includes not only posting individual documents but also maintaining the organization and usability of the archive so that members of the public can locate and access the appropriate materials.

7. Website Development and Enhancements

The role includes ongoing website development in addition to routine maintenance and content management. The person/team performing this role must be capable of taking a general objective or description from TJPDC staff and determining the appropriate technical and design solution.

Development responsibilities include:

- Creating new website pages requiring layout or design work
- Building new sections of existing websites

- Developing project-specific pages and areas
- Creating or modifying navigation structures
- Expanding website functionality
- Modifying layouts and page structures
- Implementing new features or integrations as needed
- Reworking existing portions of a website when requirements change

8. Web Design and Technical Leadership
An important characteristic of the role is that it functions as a source of technical and design leadership for TJPDC's websites. This is an important distinction between a general website content-posting service and the broader webmaster/developer role needed. The website manager is expected to take ownership of the website environment and its ongoing development, rather than simply waiting for detailed instructions for each individual task.

TJPDC staff are not expected to have extensive expertise in website design, WordPress development, hosting, or web technology. Consequently, the person/team managing the websites must be able to:

- Translate general staff objectives into practical web solutions
- Recommend appropriate approaches to website structure and functionality
- Determine how information should be organized and presented
- Take responsibility for the overall quality and usability of the websites

9. Website Design, Usability, Responsiveness and SEO

- The website manager should be capable of recognizing when a requested change could affect usability, appearance, navigation, or search visibility and applying established web design and development practices, including: Responsive design so websites function appropriately on desktop, tablet, and mobile devices
- User interface and user experience considerations
- Consistent navigation and page structure
- Clear presentation and organization of information
- Appropriate use of headings, formatting, images, links, and other web content
- Search engine optimization (SEO) considerations
- Consistent visual presentation and branding
- Appropriate use of website features and functionality based on the purpose of each site

10. New Website Development and Rebranding
The role includes the ability to construct new websites when TJPDC establishes a new program, project, initiative, or organizational need. The person/team performing the role is therefore capable of working from the initial concept through design, development, implementation, and ongoing maintenance.

It also includes significant redevelopment of existing sites, including:

- Rebranding
- Redesigning the appearance and structure of an existing website
- Reorganizing content and navigation

- Creating new sections
- Migrating or restructuring content as necessary
- Implementing new functionality
- Establishing a consistent design and technical framework

11. Troubleshooting and General Technical Support
Because the role encompasses overall website responsibility, it also includes troubleshooting issues as they arise, including those involving WordPress, themes, plugins, Elementor, hosting, or the interactions among those components. The expectation is that the website manager will investigate the issue, determine the likely cause, and either resolve it directly or coordinate with the appropriate outside provider when necessary.

Examples include:

- Website errors
- Broken pages or links
- Plugin or theme conflicts
- Formatting problems
- Problems caused by software updates
- Hosting or configuration issues
- Domain or DNS-related problems
- Website functionality that stops working as expected
- Problems with embedded or integrated content
- Other unexpected technical issues affecting website operation

12. Service Responsiveness

The role requires sufficient availability to respond promptly when a website experiences a significant issue affecting its operation. Website support is an ongoing operational responsibility. The person/team responsible for the sites must remain engaged with the websites rather than treating website work solely as occasional project-based development.

13. Email Marketing and Communications Platform Support
A secondary component of the role involves support for TJPDC's email marketing and digital communications activities. This function is related to the broader communications role but is less central to the position than website management, development, and technical support.
This includes management and support of the organization's Mailchimp account and may include:

- Assisting with account setup and configuration
- Assisting with development and formatting of email campaign templates
- Formatting campaign content
- Providing technical assistance with email campaign preparation

14. Graphic Design, Reports and Infographics
The role also draws on graphic design and communications experience to provide support for certain TJPDC materials. These services are a secondary component of the overall role and involve a somewhat different skill set from the primary webmaster/developer responsibilities.

This can include:

- Formatting reports
- Designing or formatting infographics
- Applying consistent styles to large planning documents
- Developing or applying document stylesheets
- Preparing materials for professional presentation
- Supporting the design and production of printed communications when appropriate

Term

The TJPDC is seeking qualified contractors to submit proposals to enter into a term contract for a three-year period, with the option to renew for two (2) three-year periods thereafter at the TJPDC's sole discretion.

Specific Information Requested Within Proposal

The proposal shall, at a minimum, include the following items:

- Business'/Individual's legal name, address, and telephone number
- Experience and Qualifications of 'key' personnel to be assigned to the project
- A description of the company's or individual's prior experience, including any similar projects
- A minimum of three (3) references from clients for whom the offeror has completed similar work products in the past, including the time period services were provided. Please provide a summary of the work performed and client contact information
- Estimated cost of 'nonprofessional' service. *(Professional services per VPPA section 2.2-4301 defines 'professional services' as "work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering. "Professional services" shall also include the services of an economist procured by the state Corporation Commission.")*

Process and Deadlines

Method of Procurement:

- Competitive Negotiation

Date Issued:

- September 30, 2026

Date Due:

- Proposals must be received by 5:00 pm on Wednesday, October 21, 2026

Questions:

- Please direct any questions regarding this RFP to Kate Wythe, kwythe@tjpdc.org, (434) 422-4821 or to Christine Jacobs, cjacobs@tjpdc.org, (434) 979-1597 by 5:00 pm on Friday, October 9, 2026. An addendum with questions and answers will be posted to eVA and the TJPDC website by 5:00 pm by Wednesday, October 14, 2026.

Proposal Submission:

- Offeror must submit all elements requested in this RFP by the due date and time via one of the following methods:
    - **eVA,** Virginia's eProcurement Marketplace (https://eva.virginia.gov/), in response to the VBO listing titled "TJPDC-2026-02 Website Management and Digital Communications Services."
    - By **email** to Kate Wythe, kwythe@tjpdc.org and Christine Jacobs, cjacobs@tjpdc.org
    - By **mail** to: Thomas Jefferson Planning District Commission, c/o Kate Wythe, 401 E. Water Street, Charlottesville VA 22902. A copy of the proposal must be in a sealed envelope clearly marked on the outside with "RFP: TJPDC-2026-02 Website Management and Digital Communications Services."
    - **Delivered in person** to Thomas Jefferson Planning District Commission, c/o Kate Wythe, 401 E Water Street, Charlottesville VA 22902. A copy of the proposal must be in a sealed envelope clearly marked on the outside with "RFP: TJPDC-2026-02 Website Management and Digital Communications Services."
- Late or incomplete proposals will not be considered.
- If an offeror wishes to protect proprietary information within their proposal, the offeror must submit a redacted copy of their proposal before the proposal submission deadline. Justification for the redactions must accompany the redacted proposal. Pricing information cannot be redacted, nor can the entire proposal.
- The offeror must adhere to the following terms and conditions:
    - Attachment A: Title VI Nondiscrimination Assurance
    - Attachment B: US DOT 1050.2A Appendices A-E
    - Attachment C: TJPDC General Terms and Conditions. The offeror shall not use their own Terms and Conditions.

Selection Process:

- A selection committee will **evaluate** proposals within seven business days of the closing date using the selection criteria outlined herein.
- Following the evaluation of the proposals submitted, the TJPDC will conduct negotiations with one or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in this Request for Proposal. The TJPDC will then select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.
- **Notification of a decision** will be made by Wednesday, November 4, 2026.
- *Notes:*
    - The TJPDC reserves the right to reject any or all proposals wherever it is in the best interest of the TJPDC. The TJPDC is an Equal Opportunity Employer. Minority and women-owned businesses are encouraged to submit a proposal.
    - The Thomas Jefferson Planning District Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders and offerors 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.

Selection Criteria:

In evaluating proposals, the TJPDC will consider:

1. **Experience and Qualifications:** The offeror's team members and any subcontractors have the necessary skills and experience to complete the Scope of Work. (40 points)
2. **References:** The offeror is able to demonstrate that it has successfully completed similar projects for previous clients. (30 points)
3. **Cost:** The proposal includes reasonable hourly cost estimates (30 points)
4. MBE/WBE/DBE Participation (3 points)

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 shall 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 the US Department of Transportation (USDOT), including the Federal Highway Administration (FHWA).

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.

Attachments

Attachment A: Title VI Nondiscrimination Assurance
Attachment B: US DOT 1050.2A Appendices A-E
Attachment C: TJPDC General Terms and Conditions

Thomas Jefferson Planning District Commission
TITLE VI / NONDISCRIMINATION ASSURANCE
(DOT Order No.1050.2A)

The Thomas Jefferson Planning District 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 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, 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 Thomas Jefferson Planning District Commission in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.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 Thomas Jefferson Planning District 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 VDOT/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 *VDOT/FHWA.* You must keep records, reports, and submit the material for review upon request to *VDOT/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 Thomas Jefferson Planning District 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*.

Thomas Jefferson Planning District Commission

by Christine EB Jacobs, Executive Director, TJPDC

Christine EB Jacobs, Executive Director

DATED 10.18.2024

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

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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 Thomas Jefferson Planning District 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 Thomas Jefferson Planning District 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 Thomas Jefferson Planning District 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 Thomas Jefferson Planning District Commission, its successors and assigns.

The Thomas Jefferson Planning District 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 Thomas Jefferson Planning District 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 Thomas Jefferson Planning District 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 Thomas Jefferson Planning District 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 Thomas Jefferson Planning District 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 Thomas Jefferson Planning District 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 Thomas Jefferson Planning District 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 Thomas Jefferson Planning District 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 Thomas Jefferson Planning District Commission will there upon revert to and vest in and become the absolute property of the Thomas Jefferson Planning District 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
Contractor/ Consultant/Supplier Agreements: U.S. DOT 1050.2A -- Appendix E

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

Pertinent Nondiscrimination Authorities:

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

EXHIBIT B.1

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 and/or Federal Transit 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 and/or Federal Transit 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 and/or Federal Transit 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 and/or Federal Transit 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 and/or Federal Transit Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

U.S. DOT 1050.2A -- Appendix 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 **Thomas Jefferson Planning District 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 and/or Federal Transit 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 **Thomas Jefferson Planning District 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 **Thomas Jefferson Planning District 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 **Thomas Jefferson Planning District Commission**, its successors and assigns.

The **Thomas Jefferson Planning District 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 **Thomas Jefferson Planning District 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.)

U.S. DOT 1050.2A -- 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 **Thomas Jefferson Planning District 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 **Thomas Jefferson Planning District 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 **Thomas Jefferson Planning District 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 **Thomas Jefferson Planning District 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.)

U.S. DOT 1050.2A -- 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 **Thomas Jefferson Planning District 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 **Thomas Jefferson Planning District 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 **Thomas Jefferson Planning District Commission** will there upon revert to and vest in and become the absolute property of the **Thomas Jefferson Planning District 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.)

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).

TJPDC Contractual Agreement Template – General Terms & Conditions – 2026

1. Hold Harmless Provision

   Contractor agrees to indemnify, defend and hold harmless TJPDC and its members, the Commonwealth of Virginia, their employees, officers and agents from all damages, costs, suits, actions, or claims of any kind, including attorneys' fees, brought on account of any personal injuries, damages, or violations of rights sustained by any person or property in consequence of any neglect in performance of work related to this agreement or on account of any act or omission by Contractor or its employees or agents, or from any claims or amounts arising from violation of any law, ordinance, regulation or decree.

2. Employment Discrimination Prohibited

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

   a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

   c. 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.

   d. Contractor will include the provisions of subsections a, b, and c of this section in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Drug Free Workplace

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

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

4. Immigration Control and Reform Act

   Contractor certifies that it does not and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

5. Virginia State Corporation Commission

If Contractor is organized as an entity that is subject to registration by Titles 13.1 or 50 of the Virginia Code, or any other applicable law in order to do business in the Commonwealth (stock or nonstock corporation, limited liability company, business trust, or limited partnership—or registered as a registered limited liability partnership)—it must be properly authorized to do business in Virginia.

Throughout the term of the contract, Contractor must keep its Virginia legal existence in good standing and shall not let its authority or registration to do business in Virginia expire, be revoked, or be cancelled.

If Contractor fails to meet these requirements, TJPDC may void the contract.

6. Payment of Sub-contractors

Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to Contractor by TJPDC for work performed by any sub-contractor under this contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Contractor is obligated to pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by Contractor of payment from TJPDC for work performed by the subcontractor under the contract, except for amounts withheld as allowed above in Subsection b. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month for any amounts not paid to any subcontractors as required by this section.

Contactor shall include in each of its subcontracts a provision requiring each sub-contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier sub-contractor.

Contractor's obligation to pay an interest charge to a sub-contractor pursuant to the above provisions may not be construed to be an obligation of TJPDC. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. Insurance

a. **Required Insurance.** The Contractor shall, at its sole expense, procure and maintain the insurance described in this Section throughout the term of the Agreement with TJPDC. The insurance shall cover Contractor's performance and shall be issued by insurers authorized to transact insurance business in Virginia and having a financial strength rating of at least A- VII from a nationally recognized rating organization. Any of the lines of insurance described in this section may be included in a combined lines insurance policy.

The specific coverages and limits required for a particular contractor shall be those stated in the applicable solicitation, agreement, purchase order, scope of work, or insurance schedule (collectively, the "Contract Documents"). Commercial general liability insurance is required unless the Contract Documents provide otherwise. Professional liability, cyber liability, automobile liability, and other specialized coverages are required only when applicable under this Section or expressly required by the Contract Documents.

b. **Commercial General Liability.** Contractor shall maintain commercial general liability insurance written on an occurrence basis and covering bodily injury, property damage, personal and advertising injury, products-completed operations, contractual liability, and independent contractors, with limits of not less than:
    i. $1,000,000 per occurrence;

ii. $2,000,000 general aggregate; and
iii. $2,000,000 products-completed operations aggregate.

The general aggregate limit shall apply separately to the services performed under the Agreement or shall be at least twice the required per-occurrence limit.

c. **Professional Liability.** Contractor shall maintain technology professional liability and errors and omissions insurance covering negligent acts, errors, omissions, misrepresentations, and failures in the performance of website management and related professional or technology services, with limits of not less than:
   i. $2,000,000 per claim; and
   ii. $2,000,000 annual aggregate.

   The policy shall include coverage for losses arising from programming errors, software or system failures, failure to perform contracted services, and infringement or misappropriation of intellectual property rights, excluding patent infringement.

d. **Cyber Liability.** Contractor shall maintain cyber liability and privacy insurance, which may be combined with the professional liability policy, with limits of not less than:
   i. $2,000,000 per claim or incident; and
   ii. $2,000,000 annual aggregate.

   The policy shall cover, as applicable, to the services:
   i. Security failures, malware, ransomware, denial-of-service attacks, and other cyber incidents;
   ii. Security failures, malware, ransomware, denial-of-service attacks, and other cyber incidents;
   iii. Privacy liability and violations of privacy or data-security obligations;
   iv. Network interruption, data restoration, incident investigation, digital forensics, notification, credit or identity monitoring, public relations, and crisis-management expenses;
   v. Cyber extortion and social-engineering fraud;
   vi. Regulatory investigations, defense costs, fines, and penalties to the extent insurable; and
   vii. Liability arising from acts or omissions of subcontractors, hosting providers, cloud-service providers, or other third parties used by Contractor to perform the services.

e. **Automobile Liability.** Contractor shall maintain automobile liability insurance covering bodily injury and property damage arising from the ownership, maintenance, or use of any owned, hired, and non-owned automobiles used in connection with the Agreement, with a combined single limit of not less than $1,000,000 per accident. If Contractor owns no automobiles, hired and non-owned automobile liability coverage with the same limit shall satisfy this requirement.

f. **Workers' Compensation and Employers' Liability.** Contractor shall maintain:
   i. Workers' compensation insurance with statutory limits as required by the Virginia Workers' Compensation Act and any other applicable law; and
   ii. Employers' liability insurance with limits of not less than:
      a) $500,000 for bodily injury by accident, each accident;
      b) $500,000 for bodily injury by disease, each employee; and
      c) $500,000 for bodily injury by disease, policy limit.

g. **Additional Insured Status.** The commercial general liability and automobile liability policies shall name TJPDC and its governing body members, officers, employees, and agents as additional insureds for liability arising out of or relating to Contractor's performance of the Agreement. Additional-insured coverage under the commercial general liability policy shall apply to ongoing and completed operations and shall be at least as broad as the coverage afforded to Contractor.

h. **Primary and Noncontributory Coverage.** Contractor's commercial general liability and automobile liability insurance shall apply on a primary and noncontributory basis with respect to TJPDC and the other additional

insureds. Any insurance or self-insurance maintained by TJPDC shall be excess of, and shall not contribute with, Contractor's insurance.

i. **Waiver of Subrogation**. To the extent permitted by law, Contractor shall obtain waivers of subrogation in favor of TJPDC and its governing body members, officers, employees, and agents under the commercial general liability, automobile liability, workers' compensation, and employers' liability policies. Contractor waives any corresponding right of recovery against those persons and entities.

j. **Claims-Made Coverage.** If any professional liability or cyber liability policy is written on a claims-made basis:
   i. The policy's retroactive date shall be no later than the date Contractor and TJPDC have executed Agreement for services;
   ii. Contractor shall maintain the policy continuously during the term of the Agreement; and
   iii. Contractor shall maintain equivalent coverage, through renewal or an extended reporting period, for at least three years after the later of completion of the services or termination or expiration of the Agreement.

k. **Evidence of Insurance.** Before beginning the services, Contractor shall provide TJPDC with certificates of insurance evidencing all required coverage and endorsements evidencing the additional-insured, primary and noncontributory, and waiver-of-subrogation requirements. Upon request, Contractor shall provide copies of applicable policy provisions and endorsements. TJPDC's receipt, review, or acceptance of any certificate, endorsement, or policy shall not waive or modify Contractor's obligations under the Agreement.

l. **Notice of Cancellation or Material Change.** Contractor shall provide TJPDC with written notice at least 30 days before cancellation, nonrenewal, or material reduction of any required coverage, except that Contractor shall provide at least 10 days' written notice of cancellation for nonpayment of premium. If an insurer does not provide such notice directly, Contractor shall provide the notice immediately after learning of the cancellation, nonrenewal, or material reduction.

m. **Subcontractors.** Contractor shall require each subcontractor performing services under the Agreement to maintain insurance appropriate to the subcontractor's work and associated risks. Contractor remains responsible for each subcontractor's acts and omissions and for ensuring that its insurance covers liabilities arising from subcontracted services.

n. **No Limitation of Liability or Waiver of Immunity.** The required insurance limits do not limit Contractor's liability or obligations under the Agreement. Contractor is responsible for all deductibles and self-insured retentions. Nothing in this Section or the Agreement waives or limits any governmental, sovereign, or other immunity, defense, or limitation of liability available to TJPDC or its governing body members, officers, employees, or agents.

Additional Provisions for Federally-Funded Contracts

1. Minority Business Enterprise/Women's Business Enterprise/Labor Surplus Requirements (2 C.F.R. § 200.231).

   Contractor agrees to take affirmative steps in letting any subcontracts to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including the following:

   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

   d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

   e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2. Contract Work Hours and Safety Standards Act (Appendix II Subsection (E), 29 C.F.R. § 5.5(a)).

   a. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph a of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (b)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph a of this section.

   c. Withholding for unpaid wages and liquidated damages. Contractor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph b of this section.

   d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs a through c of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs a through d of this section.

      As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

3. Domestic Preference (Appendix II to Part 200, Subsection (L) referencing 2 CFR § 200.322).

Contractor agrees to provide to the greatest extent practicable and consistent with law a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in selecting subcontractors, materialmen, and vendors to provide work or products furnished under the contract.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4. Recovered Materials Requirement (Appendix II to Part 200, Subsection (J) referencing 2 CFR § 200.323).

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the successful Bidder determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable; or (3) are only available at an unreasonable price.

These requirements shall apply to items purchased where: (1) Contractor purchases in excess of $10,000 of the item; or (2) during the preceding Federal fiscal year, Contractor: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a federal agency, state agency, or agency of a political subdivision of a state; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

5. Equal Opportunity Clause and Certification (Appendix II to Part 200, Subsection (C); 41 C.F.R. §§ 60-1.4(b), 1.7(b)(1)).

a. Contractor agrees to comply with the equal opportunity clause provided under 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provisions set forth at 41 C.F.R. § 60.1.4(b) are incorporated herein by reference. Contractor further agrees to include the equal opportunity clause provisions in each nonexempt subcontract.

b. By signing the contract, Contractor certifies the following:

Contractor has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that Contractor has _____, has not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

6. Nonsegregated Facilities (Appendix II to Part 200, Subsection (C); 41 C.F.R. § 60-1.8).

Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on

the basis of race, color, religion, sex, or national origin cannot result. Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. Contractor 's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under Contractor 's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housi ng provided for employees. Contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

7. Byrd Anti-Lobbying Certification (Appendix II to Part 200, Subsection (I); Appendix A to 49 C.F.R. 20).

   By signing the contract, Contractor certifies, to the best of its knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

   c. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Appendix II to Part 200; Subsection (H); 2 C.F.R. § 180.335).

   a. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this section, are defined in 2 CFR Parts 180 and 1200. “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with Contractor or other Lower Tier Participants (such as subcontractors and suppliers).

   b. By signing the contract, Contractor certifies to the best of its knowledge and belief, that it and its principals:

      i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(ii) of this certification; and

iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

c. The certification in this section is a material representation of fact upon which reliance was placed when TJPDC determined to enter into this transaction. If it is later determined that any prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available, Contractor may terminate the contract for default.

d. Contractor shall provide immediate written notice to TJPDC if Contractor learns at any time that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by TJPDC.

f. Contractor further agrees that it will include the certification in Paragraph b, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under Paragraph e, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, TJPDC may terminate the contract for cause or default.

9. Compliance with the Cargo Preference Act (46 C.F.R. § 381.7(b)).

The following provisions are only applicable when materials or equipment are acquired and have been transported by ocean vessel. They do not apply when materials or equipment used that are obtained from the existing inventories of suppliers and contractors.

a. Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved,

whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

b. Contractor agrees to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph a of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

c. Contractor agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to the contract.

10. Compliance with Environmental Regulations (Appendix II to Part 200, Subsection (G)).

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387. Violations must be reported to TJPDC and the Regional Office of the Environmental Protection Agency (EPA).

11. Compliance with Davis-Bacon Act (Appendix II to Part 200, Subsection (D)).

a. Contractor certifies that all laborers and mechanics employed by it or by any subcontractors are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, an amended, 40 U.S.C. §§ 3141-3148 as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. Contractor also agrees to pay wages not less than once a week.

b. If the certification described in Subsection (a) cannot be provided, Contractor agrees to provide a project employment and local impact report detailing:

i. the number of employees of contractors and sub-contractors working on the project;

ii. the number of employees on the project hired directly and hired through a third party;

iii. the wages and benefits of workers on the project by classification; and

iv. whether those wages are at rates less than those prevailing.

Contractor agrees to maintain sufficient records to substantiate all information reported pursuant to this subsection.

12. Compliance with Copeland Act (Appendix II to Part 200, Subsection (D)).

Contractor agrees to comply with the requirements of the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145 as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, which are incorporated herein by reference.

13. False or Fraudulent Statements or Claims (31 U.S.C. § 3802).

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.*, applies to its actions pertaining to the contract. Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract.

14. Record Retention Requirements 2 CFR 200.334

The contractor must retain all records for three years from the date of completion of the contract. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records. Further, records shall be retained as follows:

a. The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.

b. The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.

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15. Termination for Cause and for Convenience (Appendix II to Part 200, Subsection (B)).

a. Termination for Cause. TJPDC will provide Contractor with written notice of any breach of the contract along with a request that Contractor cure the breach within 14 days of the date of the notice. In the event a breach remains uncured after the 14-day period, TJPDC may terminate the contract for cause by written order issued seven days after the expiration of the cure period. In the event the contract is terminated for cause, TJPDC may take any or all of the following actions:

16. Require Contractor to deliver any work described in the notice of termination;

ii. Take over the work and prosecute the same to completion by contract or otherwise with Contractor being liable for any additional cost incurred by TJPDC; and

iii. Withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to TJPDC by Contractor.

17. Termination for Convenience. TJPDC may, at any time, terminate the contract for its convenience and without cause by sending written notice to Contractor at least 10 days prior to termination without prejudice to any other available remedies. If the contract is terminated under this subsection, Contractor shall be paid for the following:

i. All completed work furnished to the satisfaction of TJPDC prior to the date of termination.

ii. With respect to unfinished or incomplete work, all expenses from furnishing services, labor, materials, and equipment for such work prior to the date of termination.

iii. A fair and reasonable amount for overhead and profit attributable to the items described above in Subsections (i) and (ii).

18. Compliance With Other Applicable Federal Laws and Regulations.

Contractor agrees to comply with all applicable requirements of (a) Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2001d-1, *et seq.*, and the implementing regulations at 31 C.F.R. Part 22; (b) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; (c) the Age Discrimination Act of 1975, 42 U.S.C. § 6101, *et seq*., and the implementing regulations at 31 C.F.R. Part 23; and (d) 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.