REQUEST FOR PROPOSALS

To

Provide Architectural and Engineering Services

for Phase II Restoration

of

The Virginian Railway Passenger Station

Roanoke, Virginia

Owner: Roanoke Chapter, National Railway Historical Society

Contracting Officer: James G. Cosby

Roanoke Chapter, NRHS
REQUEST FOR PROPOSALS

Issue Date: December 16, 2012

Title: Architectural and Engineering Services for Phase II Restoration of The Virginian Railway Passenger Station, Roanoke, Virginia

Project Sponsors: Roanoke Chapter, National Railway Historical Society Roanoke Valley Preservation Foundation

Contracting Officer: James G. Cosby, Roanoke Chapter, NRHS
5362 Snow Owl Drive
Roanoke, VA 24018
Tel 540-989-3198 Fax 540-989-3198 (call first)
JimCosby@cox.net

Sealed Proposals will be received at or before 2:00 pm on January 11, 2013, for furnishing the services described herein. All inquiries for information should be directed to the Contracting Officer at the address listed above.

PROPOSALS (ONE ORIGINAL, SEVEN COPIES, PLUS A SCANNED PDF VERSION OF THE SIGNED PROPOSAL SAVED TO A CD, DVD OR USB DRIVE) MUST BE DELIVERED TO:

Gentry Locke Rakes & Moore, LLP
c/o Spencer M. Wiegard, Esquire
10 Franklin Road SE
Suite 800
P.O. Box 40013 (24022)
Roanoke, Virginia 24011

to be received at or before 2:00 pm on January 11, 2013.

In compliance with this Request for Proposals and all of the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.
Name and address of Offeror (Please print):

Name of Offeror: __________________________________________
Contact person: __________________________________________
FEI FIN No. __________________________________________
SCC No. __________________________________________
Address: __________________________________________
_____________________________________________________
_____________________________________________________
Telephone: __________________________________________
Facsimile: __________________________________________
E-mail: __________________________________________
By: __________________________________________ (Signature)
Printed Name: __________________________________________
Title: __________________________________________

To the extent required by Virginia law, the Offeror must be registered with the Virginia State Corporation Commission.
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REQUEST FOR PROPOSALS
TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES
FOR PHASE II RESTORATION OF THE VIRGINIA RAILWAY
PASSENGER STATION IN ROANOKE, VIRGINIA.

SECTION 1. PURPOSE AND GENERAL INFORMATION.

The Roanoke Chapter, National Railway Historical Society (RCNRHS) has undertaken to restore the property and buildings previously known as the Virginian Railway passenger station located at 1402 South Jefferson Street, Roanoke, VA 24016 at the intersection of South Jefferson Street and Williamson Road. The restoration is being done in two phases. Phase I includes abatement of asbestos and lead contamination, building stabilization and replacement of the terra cotta tile roof and is underway. Phase II includes completion of the building interior, exterior (including windows, soffits, gables and brickwork), landscaping and parking lot.

The purpose of this Request for Proposals (RFP) is the procurement of Architectural and Engineering Services to perform, and to assist the RCNRHS in performing, Phase II completion of the restoration including the provision of architectural, engineering, construction, administration and supervision services.

These services are to include (briefly stated without limitation) architectural and engineering design, general oversight, testing, monitoring and supervision of the construction required on this project including frequent on-site inspections, testing, documentation and reporting of all aspects of the restoration until final approval is obtained from the City of Roanoke (the City), the Virginia Department of Transportation (VDOT) and the Federal Transit Administration (FTA) (the Work).

The RCNRHS invites any qualified Offeror (sometimes referred to as providers, consultants, contractors, operators or vendors) to respond to this RFP by submitting a Proposal for such work, service, and/or items consistent with the terms and conditions herein set forth.

Each Offeror must show evidence of a minimum of five years of experience in architecture or engineering and be licensed as such in Virginia. Each Offeror should submit evidence of performance as architect or engineer upon at least three (3) projects involving historic restorations. Each Offeror must demonstrate knowledge and experience in performing historic restorations substantially similar
to those which are the subject of this RFP. The Offeror must also demonstrate that it has experience and a full understanding of the requirements of the various Grantors and governmental agencies providing funds for this project.

The RCNRHS recommends and suggests that all Offerors attend a non-mandatory pre-proposal informational meeting to be held on December 28, 2012, at 2:00 p.m., local time, at the offices of Gentry Locke Rakes & Moore, LLP, 10 Franklin Road SE, Suite 800, Roanoke, Virginia 24011 (the SunTrust Bank building, at the intersection of Jefferson Street and Franklin Road). Attendees should go to the 8th floor reception area and should ask for Spencer Wiegard. All Offerors who attend should sign the attendance sheet.

This RFP includes the sample Contract with terms and conditions (Attachment E), including all Exhibits to the sample Contract. The sample Contract, and all exhibits to the sample Contract, are available on the RCNRHS website (www.roanokenrhs.org). These documents are also available upon request made to the Contracting Officer or RCNHRS' Counsel, Spencer M. Wiegard, Esquire.

SECTION 2. BACKGROUND.

The Virginian Railway Passenger Station was built in 1909 as a passenger station for the Virginian Railway. After the Norfolk and Western Railway Company, successor to the Virginian Railway, discontinued passenger service on the Virginian Line in 1956, the property was leased to a lawn and garden supply store that sold feed, seed, fertilizer and other supplies. The building was nearly destroyed by fire in 2001 and has stood vacant since. In 2005, ownership of the property was transferred to the RCNRHS.

The RCNRHS is in the process of restoring the Virginian Railway passenger station property for adaptive reuse. The restoration is being done in two phases. Phase I includes abatement of asbestos and lead contamination, building stabilization and replacement of the terra cotta tile roof, is underway, and should be substantially completed by the commencement of Phase II. Phase II includes completion of the building interior, exterior (including windows, soffits, gables and brickwork), landscaping and parking lot.

The RCNRHS has been awarded the following grants to assist in this historic restoration:

1. A Secondary Subgrant Agreement through the Economic Development Authority of the City of Roanoke, Virginia (EDA), dated April 19, 2010, using funds provided by the U.S. Environmental Protection Agency (EPA) with matching funds provided by the City of Roanoke (the City). These funds are being used for abatement of asbestos and lead contamination in Phase I and will not be available in Phase II.
2. Transportation Enhancement grants, dated March 18, 2008, provided by the Virginia Department of Transportation (VDOT) through the City of Roanoke with 20% matching funds or services provided by RCNRHS (UPC No. 78217, Project Number EN05-128-108).

3. A Federal Transit Administration grant pursuant to a Congressional appropriation (Project No. VA-04-0009-01). This grant is administered by Greater Roanoke Transit Company (Valley Metro).

4. A Department of Rail and Public Transportation (DRPT) grant administered by Valley Metro.

Broadly described, the successful Offeror will work closely with RCNRHS and its Board of Directors in providing Architectural and Engineering Services to finalize the design and construction drawings for the completion of construction under Phase II restoration of the Virginian Railway Passenger Station in Roanoke, Virginia. Cost of the Station restoration project is estimated at $2.3 million and it is anticipated that historic state and federal rehabilitation tax credits will be used as part of the funding for the project. All work shall comply with the Secretary of the Interior's Standards for Rehabilitation, available at http://www.nps.gov/hps/tps/standguide/rehab/rehab_standards.htm.

SECTION 3. GENERAL INSTRUCTIONS TO OFFERORS.

Sealed proposals, to be considered, must be delivered to Gentry Locke Rakes & Moore, LLP, c/o Spencer M. Wiegard, Esquire, 10 Franklin Road SE, P.O. Box 40013 (24022), Roanoke, Virginia 24011, at or before 2:00 p.m., local time, on January 11, 2013. All Proposals received at or before 2:00 p.m. local time on January 11, 2013 will be publicly opened at the offices of Gentry Locke Rakes & Moore, LLP, 10 Franklin Road SE, Suite 800, Roanoke Virginia 24011, at 2:05 pm on January 11, 2013. Proposals received after 2:00 p.m. on January 11, 2013 will be rejected by the RCNRHS. The time of receipt shall be determined by the RCNRHS representative who receives the proposal. The RFP and related documents may be downloaded from the RCNRHS website, www.roanokenrhs.org, or by sending an email request to the Contracting Officer at JimCosby@cox.net or RCNRHS' counsel at swiegard@gentrylocke.com. The sealed envelope should be clearly marked on the front of that envelope with the notation and completed information as follows:

"Sealed Proposal: Virginian Station Architectural and Engineering Services. Opening Date: January 11, 2013 and time: 2:00 PM".

FAXED OR E-MAILED PROPOSALS ARE NOT ACCEPTABLE.
Each sealed proposal must include one original and seven copies of the Offeror’s proposal, along with a scanned, PDF copy of the Offeror’s proposal saved to a CD, DVD or USB drive.

A. Each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP Documents, including any addenda, before submitting a Proposal. The RCNRHS is not responsible for any RFP obtained from any source other than RCNRHS, its Counsel or the Contracting Officer.

B. Payment terms and delivery date(s) must be shown on the submitted Proposal, if applicable.

C. All Proposals are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this RFP.

D. All Proposals shall be signed by a person on behalf of the responding Offeror who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Proposal submitted should be in the complete legal name of the Offeror responding. No RFP will be considered from any Offeror not properly licensed as may be required by law, or not properly registered with the Virginia State Corporation Commission as may be required by law.

E. If an award is made for the Work requested, a notice of award will be made which will be posted to the RCNRHS website at www.roanokenrhs.org, and also at 1402 South Jefferson Street, Roanoke, Virginia 24016.

F. All items, identified in this RFP, are to be responded to as stated in this RFP.

G. The RCNRHS reserves the right to cancel this RFP or reject any or all Proposals, to waive any informalities in any Proposal and to award to the Offeror whose proposal is, in the sole discretion of the RCNRHS, determined to be in the best interest of the RCNRHS.

H. Each Offeror is to notify the RCNRHS in writing if any of Offeror’s owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, connected with or a volunteer of the RCNRHS or has any responsibility or authority with the RCNRHS that might affect the procurement transaction or any claim resulting therefrom. If so, provide the RCNRHS with the complete name and address of each such person and their connection to the RCNRHS. Such information should be provided in writing before the Proposal opening date or may also be provided with the Proposal response.
I. Each offeror shall be properly licensed as required by Virginia law. Each offeror shall also be registered with the Virginia State Corporation Commission, as required by Virginia law.

J. Proposals shall include a completed Virginia Department of Transportation Disadvantaged Business Enterprise Participation Documentation Form (Exhibit 19 to the Contract, which is attached hereto as Attachment E), a completed Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit 16 to the Contract), a completed Buy America Certification (Exhibit 17 to the Contract); and a completed Certification Regarding Lobbying Pursuant to 49 C.F.R. Part 20, (Exhibit 18 to the Contract). Failure to submit any of these forms with the Offeror’s Proposal may result in the Proposal being rejected as non-responsive.

K. Questions or concerns may be addressed by contacting the Contracting Officer:

James Cosby, RCNRHS
5362 Snow Owl Drive
Roanoke, VA 24018-5045
JimCosby@cox.net
Phone 540-989-3198

As noted above, Proposals must be submitted to:

Gentry Locke Rakes & Moore, LLP
C/o Spencer M. Wiegard, Esquire
10 Franklin Road SE
Suite 800
P.O. Box 40013 (21022)
Roanoke, Virginia 24011

L. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.

M. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.

N. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., apply to this RFP.

O. The RCNRHS may request additional information, clarification, or presentations from any of the Offerors after review of the Proposals received.

P. The RCNRHS is not liable for any costs incurred by any Offeror in
connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by an Offeror in the preparation, submission, and presentation of the Proposal are the sole responsibility of the Offeror and may not be charged to the RCNRHS.

Q. General and/or technical questions regarding the Scope of Services and/or items required, or procurement questions under this RFP may be directed to James Cosby, Contracting Officer, at 540-989-3198, or emailed to JimCosby@cox.net.

R. Each Offeror is required to state if it has ever been debarred by any federal, state, or local government. If so, please give the details of each such matter and include this information with Offeror’s response.

S. Each Offeror which is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its Proposal the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

T. All Offerors are expected to fully address the criteria listed below in order to demonstrate the strongest reasons for selection:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
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<tbody>
<tr>
<td>1.</td>
<td>Specialized experience of the personnel that would be assigned to complete the Work described in this RFP.</td>
</tr>
<tr>
<td>2.</td>
<td>The ability and experience of the Offeror to carry out all the activities and services outlined in this RFP. Please address all categories of activities and services outlined.</td>
</tr>
<tr>
<td>3.</td>
<td>Familiarity of the Offeror with Virginian Railway station property in Roanoke and/or other railway depot properties.</td>
</tr>
<tr>
<td>4.</td>
<td>Experience with previous historic preservation restorations and compliance with governmental requirements thereto.</td>
</tr>
<tr>
<td>5.</td>
<td>Completeness of the Proposal by the Offeror</td>
</tr>
</tbody>
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in response to the RFP.

NOTE: Failure of an Offeror to provide adequate information upon which to evaluate the Offeror in accordance with each of the items listed under the Evaluation Criteria (Section 7) may result in the Offeror's Proposal being rejected. Offerors are cautioned that they should provide the information requested, relative to each item, in the same order as set forth above.

SECTION 4. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to Gentry Locke Rakes & Moore, LLP, c/o Spencer M. Wiegard, Esquire, 10 Franklin Road SE, Suite 800, P.O. Box 40013 (24022), Roanoke, Virginia 24011, within the required time period.

SECTION 5. SERVICES AND/OR ITEMS REQUIRED.

A. A description and/or listing of the services and/or items that the Offeror will be required to provide to the RCNRHS under this RFP include, but are not limited to, those that are set forth below and/or referred to in any way in this RFP, in the sample contract and/or any attachments referred to in this RFP. Each Offeror should carefully read and review all such documents.

The architectural and engineering design work for Phase II includes the following:

1. Prepare schematic level design and construction documents for Phase II of the project. Based on funding availability, the Restoration Partners reserve the right to bid the project in separate or multiple phases if required. With such plans, a more accurate cost estimate can be developed to assist the Restoration Partners in fundraising. Construction drawings will need to be submitted for review by VDOT, the Virginia Department of Historic Resources and the City of Roanoke for approval and permits;

2. Prepare bid documents, which shall be consistent with the City of Roanoke, VDOT, FTA and DRPT requirements, for advertising for bids for construction;

3. Construction Administration and Supervision;

4. Conduct all needed Work Site inspections (not less frequently than
weekly during construction), monitoring, testing, analyses and related inquiries which are required to assure that the general contractor performs its construction obligations in compliance with such general contractor’s construction contract with RCNRHS, the Grant Agreements and related documents described or referred to in this RFP and any resulting contract, and applicable laws and regulations;

5. Prepare for RCNRHS any required periodic reports to the City of Roanoke, VDOT, FTA, and/or GRTC, to include, but not limited to, any changes to construction documents previously prepared for the property and approved by the various entities providing funds (Grantors), and cooperate with and/or fully participate in any and all audits by the City of Roanoke, VDOT, FTA or GRTC;

6. Cooperate and coordinate with the primary construction contractor and its subcontractors doing the construction Work pursuant to contract documents for the Phase II construction work;

7. Prepare the reports required by the City of Roanoke, VDOT, Valley Metro, FTA, and/or DRPT on behalf of RCNRHS and gain final approval by all of the Grant administrator(s); and

8. Comply with all Grant requirements for Utilization of Disadvantaged Business Enterprises (“DBE”) in procurement. The "fair share" goals/objectives for participation for this project are as follows:

<table>
<thead>
<tr>
<th>Procurement Area</th>
<th>DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

This participation goal is not mandatory. It is the responsibility of each Offeror to review and comply with the DBE Policy Statement attached hereto as Attachment A.

B. All materials to be provided by Offeror as a result of or related to this RFP shall be delivered to:

Gentry Locke Rakes & Moore, LLP
 c/o Spencer M. Wiegard, Esquire
 10 Franklin Road SE
 Suite 800
 P.O. Box 40013 (24022)
 Roanoke, Virginia 24011
SECTION 6. REQUIRED QUALIFICATIONS FOR OFFERORS.

Each Offeror must show evidence of a minimum of five years of experience in architecture or engineering and be licensed as such in Virginia. Each Offeror should submit evidence of performance as architect or engineer upon at least three (3) projects involving historic restorations. Evidence of performance of historic restorations should consist of identity of job, specific description of work performed and photographic samples showing work done and results achieved. Each Offeror must demonstrate knowledge and experience in performing historic restorations which are the subject of this RFP at work sites such as the Virginian Station property. Such work as submitted shall show proof that the Offeror has experience and a full understanding of the requirements of the various Grantors and governmental agencies providing funds for this project.

SECTION 7. EVALUATION CRITERIA.

The evaluation criteria include the following:

A. Professional qualifications for the architectural team and designated subcontractors.

B. Experience and competence of each member of the architectural team and designated subcontractors as related to the satisfactory performance of the Work.

C. Past performance on contracts with agencies, private sector or non-profit organizations for cost control, work quality, and performance schedules.

D. Demonstrated competence in the following items is important:

1. Historical Design.

Designing buildings and landscape to meet the Secretary of the Interior’s Standards and specifications, and in keeping with the architectural and historical integrity of the existing structure.

2. Public Building Design.

Designing public buildings with preference for educational, research and entertainment uses.

3. Experience in Working with Funding Sources.

Experience in working with various funding sources and their requirements, including but not limited to, submittal of work for reviews, schedules and deadlines associated with funding cycles, and payment requirements and schedules.

4. Experience with this and Similar Projects.
Prior experience with this and similar projects such as train depots and historic building preservation and restoration.

E. Concise Proposal.

Proposals exceeding 100 pages, including exhibits, are discouraged.

F. Compatibility.

Ability to work in a harmonious, flexible, solution-oriented manner with the Owner, and willingness to demonstrate give and take in exploring multiple iterations in pursuit of design optimization.

G. Availability.

The Architectural Team shall be available to begin work with the Restoration Partners in the execution of this work beginning in January 2013 with the expectation that the work will be complete by December 31, 2014.

H. Disqualifying Irregular Proposal.

Proposals may be considered irregular and may be adjudged non-responsive, or rejected altogether if any required information is missing from the Proposal.

I. Falsification.

A proposal will be disqualified if there is falsification of any documents or any other misrepresentation, whether verbal or written.

J. No Entitlement.

No Offeror shall be entitled to any costs, damages of any type, or any indemnity with respect to any claims, demands, proceedings, damage costs, charges and expenses, whatsoever arising out of a rejection of a Proposal by Owner.

K. Owner’s Right to Reject Proposals.

The Owner, in its sole and absolute discretion, reserves the right to reject any or all Proposals.

L. All Offerors are expected to fully address the selection criteria listed below in order to demonstrate the strongest reasons for selection:

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2. The ability and experience of the Offeror to carry out all the activities and services outlined in this RFP. Please address all categories of activities and services outlined.

3. Familiarity of the Offeror with Virginian Railway station property in Roanoke and/or other railway depot properties.

4. Experience with previous historic preservation restorations and compliance with governmental requirements thereto.

5. Completeness of the Proposal by the Offeror in response to the RFP.

NOTE: Failure of an Offeror to provide adequate information upon which to evaluate the Offeror in accordance with each of the items listed under the Evaluation Criteria (Section 7) may result in the Offeror's Proposal being rejected. Offerors are cautioned that they should provide the information requested, relative to each item, in the same order as set forth above.

SECTION 8. SELECTION.

A. Pursuant to Section 2.2-4301(3)(a) of the Code of Virginia, selection of the Offeror will be as follows:

1. The Evaluation Panel, shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.

2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious
shall be ranked in order of preference.

3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the RCNRHS can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the RCNRHS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. All proposals submitted in response to this RFP will be reviewed by the RCNRHS for responsiveness prior to referral to an Evaluation Panel. An Evaluation Panel consisting of RCNRHS personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the RCNRHS, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the RCNRHS, as determined by the RCNRHS. The RCNRHS reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the RCNRHS.

C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the RCNRHS and may or may not be conducted.

D. The professional service contract that results from this RFP may undergo a pre-award audit by VDOT External Audit Division prior to signing. Once a firm is selected and fees negotiated, a copy of the proposed consultant contract including the cost proposal and supporting documentation, shall be sent to the VDOT District Enhancement Coordinator for submission to VDOT auditors. This evaluation is to review proposed rates and provide guidelines for federal reimbursement. It does not evaluate the firm's qualifications or the proposed contract document. The Successful Offeror shall cooperate with, and fully participate in, any audit by VDOT, the City of Roanoke, FTA, DRPT, and/or the GRTC.

SECTION 9. TERM OF CONTRACT OR TIME OF PERFORMANCE.

The Successful Offeror shall start the performance of its duties under any resultant Contract when given notice to proceed by the RCNRHS. It shall fully and completely perform its obligations under such Contract until the Grantors and all other required federal, state and local agencies have approved the design and other
work required under this RFP and such Contract is completed, all in accordance with the Contract provisions.

**SECTION 10. PAYMENT FOR SERVICES.**

Payment(s) to the Successful Offeror shall be made not more than monthly in accordance with the provisions of the resultant Contract subject to final approval by the RCNRHS.

**SECTION 11. MISCELLANEOUS.**

A. Ownership of all data, materials, and documentation originated and prepared for the RCNRHS pursuant to the RFP shall belong exclusively to the RCNRHS and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the RFP.

B. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The RCNRHS will issue Addenda. Each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP Documents, including any addenda, before submitting a Proposal.

C. No Offeror shall confer on any public employee or volunteer of RCNRHS having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

D. The RCNRHS may make investigations to determine the ability of the Offeror to perform the Work as described in this RFP. The RCNRHS reserves the right to reject any Proposal if the Offeror fails to satisfy the RCNRHS that it is qualified to carry out the obligations and requirements requested in this RFP.

E. The Contractor must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
F. The Contractor must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.

G. The Successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

H. The successful Offeror shall comply with the following:

1. Federal Transit Administration ("FTA") Terms and Certifications, attached to the Sample Contract (Attachment E) as Exhibit 5.


3. USDOT Order 1050.2 - APPENDIX A, attached to the Sample Contract (Attachment E) as Exhibit 7.

4. The Firm Data Sheet, attached to the Sample Contract (Attachment E) as Exhibit 8.

5. The VDOT Title VI Evaluation Form, attached to the Sample Contract (Attachment E) as Exhibit 9.

6. The Virginia Department of Transportation Disadvantaged Business Enterprise Policy Statement, attached to the Sample Contract (Attachment E) as Exhibit 10.

7. The December 5, 2007 Agreement between the City of Roanoke and the RCNRHS, attached to the Sample Contract (Attachment E) as Exhibit 11.

8. The March 18, 2008 Agreement between the City of Roanoke and the Virginia Department of Transportation, attached to the Sample Contract (Attachment E) as Exhibit 12.


I. In the event of a conflict between the terms of the contract documents, the most stringent requirement shall control.

J. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Contractor in regards to law, code, or regulation compliance. The RCNRHS reserves the right of approval for any subcontract work, including the costs thereof.
SECTION 12. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by Contractor, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the Sample Contract and/or the terms and conditions attached to this RFP, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the RCNRHS.

SECTION 13. HOLD HARMLESS AND INDEMNITY.

Successful Offeror shall indemnify and hold harmless the RCNRHS, RVPF, Virginian Railway Station, LP, Friends of the Virginian Railway, the City of Roanoke, VDOT, FTA and GRTC and their officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors negligent actions, activities, or omissions, arising in any way out of or resulting from any of the Work to be provided under the Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Contract.

SECTION 14. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment E to this RFP contains terms and conditions that the RCNRHS plans to include in any contract that may be awarded, but such terms and conditions may be added to, deleted, or modified as may be agreed to between the RCNRHS and the Contractor. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample or any changes or additions thereto that the Offeror wants to discuss before submitting a Proposal, the Offeror should set forth such objections, changes, or additions in written correspondence to the RCNRHS at least five (5) days before the Proposal opening date for this RFP. Otherwise, submission of a Proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in Attachment E, and to comply with such terms and conditions. Also, such terms and conditions, together with the requirements of this RFP, shall be deemed to be a part of any resultant Contract that may be issued by the RCNRHS to the Successful Offeror.
ATTACHMENT A

FOR THE
VIRGINIAN RAILWAY PASSENGER STATION
ROANOKE, VA
ARCHITECTURAL AND ENGINEERING SERVICES

VIRGINIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISES STATEMENT

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their website (http://www.dmbe.state.va.us/) under the VDOT DBE Directory link. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential subcontractors. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited.

The DBE contract goal for this procurement is 0%; however, the Department feels that these services support 10% DBE participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts.

If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprise prior to the consultant's response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by themselves and their subcontractors only if the subcontractors are DBEs. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.
DBE certification entitles consultants to participate in VDOT's DBE program. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.
This Title VI Evaluation Form is used as a Pre-award Review and Post-award Review. VDOT is required to conduct routine assessments prior to releasing funds to ensure Title VI compliance. A pre-award review assists VDOT in determining whether applicants operate in a nondiscriminatory manner. Pre-award reviews can also be used to require applicants to take preventive measures to ensure that discrimination will not occur in their services as a condition of receiving contracts. Pre-award reviews represent a frontline approach to eliminating and preventing discrimination before it occurs.

Post-Award Reviews are generally conducted after a contractor begins the scope of work. However to minimize the burden on VDOT’s contractors, VDOT has developed a form that serves as both a pre-award and post-award compliance tool.

VDOT must also conduct on-site reviews of prime contractors periodically to ensure that the contractor remains in compliance with Title VI and to verify that the contractor has preventive measures to ensure nondiscrimination by their sub-contractors.

<table>
<thead>
<tr>
<th>Name of Preparer:</th>
<th>Preparer’s Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone #:</td>
<td>Email Address:</td>
</tr>
<tr>
<td>Name of Organization:</td>
<td>Address of Organization:</td>
</tr>
<tr>
<td>Address of Virginia location where project will be done:</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Contractor/Organization:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Organization</td>
<td>Supplier</td>
</tr>
<tr>
<td>Governmental Agency</td>
<td>Other</td>
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</table>

<table>
<thead>
<tr>
<th>Workforce for Virginia Location</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>% Minority</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Ownership/Control</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Minority</td>
<td>Yes</td>
</tr>
<tr>
<td>Female</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does your organization currently have contracts or subcontracts with VDOT?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Status of Project(s):</th>
<th>Value of current Contract(s):</th>
</tr>
</thead>
</table>

What does your organization have in place to ensure nondiscrimination in your VDOT scope of work and your programs and services?
Employment at this establishment — Report all permanent full and part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Number of Employees</th>
<th>Race/Ethnicity</th>
<th>Total Col A-N</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Hispanic or Latino</td>
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<td></td>
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<td>Male</td>
<td>Female</td>
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<tr>
<td></td>
<td></td>
<td>Male</td>
<td>Female</td>
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<tr>
<td>Executive/Sr. Level Officials &amp; Managers (1.1)</td>
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<tr>
<td>First/Mid-Level Officials &amp; Managers (1.2)</td>
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<tr>
<td>Professionals (2)</td>
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<tr>
<td>Technicians (3)</td>
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<tr>
<td>Sales Workers (4)</td>
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<tr>
<td>Administrative Support Workers (5)</td>
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<tr>
<td>Craft Workers (6)</td>
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<tr>
<td>Operatives (7)</td>
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<tr>
<td>Laborers &amp; Helpers (8)</td>
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<tr>
<td>Service Workers (9)</td>
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<tr>
<td>TOTAL (10)</td>
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<tr>
<td>PREVIOUS YEAR TOTAL (11)</td>
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Revised 2-3-09 Page 2 of 6 Form #T6-2-3-09
## Organization, Staffing, & Training

1. What type of services will your organization provide VDOT?

2. Identify the person responsible for the administration of Title VI policies and procedures (a Title VI Coordinator). Provide the name, position, title, and contact information.

### Title VI/Nondiscrimination

1. Is your Title VI Coordinator, project managers, and other staff made aware of Title VI compliance and regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21 and the Federal Highway Administration’s 23 Code of Federal Regulations 200? Please explain how they are made aware.

2. What procurement procedures does your organization have in place to ensure nondiscrimination in the selection and retention of subcontractors including procurements of materials and leases of equipment?

3. How does your organization notify your subcontractors and suppliers of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability and low income populations?

4. Are facilities and meeting areas fully accessible to persons with disabilities?

5. Does your organization have a system in place to accommodate persons with disabilities? If yes, how does your organization notify the public? If no, please explain.

6. How are limited English proficient persons made aware that they can receive translation services for access to services?

7. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes, provide a copy of the letter identifying the review findings?
8. Does your organization receive federal assistance (grants, loans, donations of property, or detail of personnel) from any Federal government entity?

9. List any discrimination complaints and/or lawsuits received in Virginia during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the outcome or resolution. If applicable, include a copy of the investigation report.

Disadvantaged Business Enterprises (DBE)

1. Did your organization award any contracts/subcontracts related to VDOT work to DBEs during the reporting period? If yes, provide the following:
   - The DBE’s name and amount awarded
   - Total # of contracts awarded to DBEs
   - Total dollar amount of contracts awarded to DBEs

I certify that the data given in this report is correct to the best of my knowledge. (Report has to be submitted with original signature, not a photocopy.)

Signature:

(Authorized Officer) (Title) (Date)

For Office Use Only:

Provide award? Yes ______ No ______

Recommendations:
Appendix A

VDOT is a recipient of federal financial assistance. As a recipient, VDOT is required to comply with Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities. Title VI of the Civil Rights Act of 1964, and other directives prohibit agencies and sub-recipients receiving federal assistance from discriminating against anyone or any group in the United States on the grounds of race, color, national origin, sex, age, disability, or low-income. The United States Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49) Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities for VDOT’s implementation of the Title VI Program. These laws and regulations include but are not limited to the following:

- **The 1970 Uniform Act (42 USC 4601)** – prohibits unfair treatment of displacees
- **Section 504 of the 1973 Rehabilitation Act (29 USC 790)** – prohibits discrimination based on disability
- **The Federal-Aid Highway Act 1973 (23 USC 324)** – prohibits discrimination based on gender
- **The 1975 Age Discrimination Act (42 USC 6101)** – prohibits age discrimination (any age)
- **The Civil Rights Restoration Act of 1987** – clarified the original intent of nondiscrimination organization-wide
- **Executive Order 12898 on Environmental Justice (EJ)** addresses disproportionately high and adverse human health and environmental effects on minority and low-income populations
- **Executive Order 13166 on Limited English Proficiency (LEP)** - ensures people who are limited English proficient (LEP) have meaningful access to services

In brief, these laws and regulations prohibit discrimination in federally assisted programs and activities. Title VI of the 1964 Civil Rights Act states 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 subjected to discrimination under any program or activity receiving federal financial assistance."

By contracting with VDOT, a contractor is obligated to comply with the laws and regulations listed above and within the Memorandum of Agreement (MOA) executed between the Department and the contractor. VDOT’s Civil Rights Division with the assistance from each applicable division’s Program Manager, monitors an organization’s compliance with the non-discrimination provisions.

To monitor compliance, each contractor and all sub-contractors are required to submit a Title VI Evaluation Form. This requirement is applicable for all contractors.
The Title VI Evaluation Form provides documentation that a contractor has procedures in place to prevent discrimination in programs and services based on Title VI.

VDOT will request a Title VI Evaluation Form within ten (10) days of notification of selection for new contractors or contractors that do not have a current assessment on file with VDOT. The Assessment Form should be submitted to the Program Manager in the division that is negotiating the contract. These are the divisions we currently receive Title VI Evaluation Forms from:

Right of Way & Utilities Division
Location & Design Division
Environmental Division
Structure & Bridge
Innovative Project Delivery
Materials Division
Transportation & Mobility Planning Division

Once the Title VI Evaluation Form is provided to VDOT, the Title VI Coordinator in the Civil Rights Division reviews the information and issues a pre-award letter within fifteen (15) days of receiving documentation or may schedule an on-site review within the same time frame to confirm information provided in the Assessment Form. VDOT Program Managers have access to a Title VI Log that is updated monthly on the Civil Rights Website. The Title VI Coordinator may request additional information and/or recommend corrective actions. The Title VI Coordinator may randomly schedule on site compliance reviews at the contractor’s office.

If the report is approved for award, a letter is sent out with an expiration date for one year from the date of the approval letter. Typically the letter remains current and on file with VDOT for a period of one year. An updated report is required annually for contractors who continue to perform under a contract with VDOT. It should be noted that if VDOT conducts an on site compliance review the contractor can still be found to be out of compliance during the one year period.

Failure to comply with the nondiscrimination provisions may result in cessation of negotiations, withholding of payments, cancellation, termination, or suspension of the contract in whole or in part.

Should you have any questions about VDOT’s Title VI Program or the Title VI Evaluation Form, you may directly contact the Title VI Coordinator in VDOT’s Civil Rights Division at 804-786-2085 or at robin.underwood@vdot.virginia.gov.
ATTACHMENT C

FOR THE
VIRGINIAN RAILWAY PASSENGER STATION
ROANOKE, VA
ARCHITECTURAL AND ENGINEERING SERVICES

FIRM DATA SHEET
FIRM DATA SHEET

Funding:  (S=State  F=Federal)  Project No.: 
Division:  
EOI Due Date:  

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data will result in the Expression of Interest not being considered.

<table>
<thead>
<tr>
<th>Firm’s Name and Address</th>
<th>Firm’s DBE/SWAM Status *</th>
<th>Firm’s Age</th>
<th>Firm’s Annual Gross Receipts</th>
</tr>
</thead>
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</tbody>
</table>

* YD = DBE Firm Certified by DMBE  
N = DBE/SWAM Firm Not Certified by DMBE  
NA = Firm Not Claiming DBE/SWAM Status  
YS = SWAM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.
ATTACHMENT D

FOR THE
VIRGINIAN RAILWAY PASSENGER STATION
ROANOKE, VA
ARCHITECTURAL AND ENGINEERING SERVICES

USDOT Order 1050.2 - 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 shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), 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, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:
   (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
   (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.