Agenda Item 2

Approval/Modification of Agenda:
HRPDC Contract with Old Dominion University Research Foundation
Consent Agenda Item 6.h.

Hampton Roads Planning District Commission
January 16, 2020
2. Approval/Modification of Agenda

**Action Requested:** Staff recommends that the HRPDC take action to modify the January 16, 2020 Commission Agenda to add Consent Agenda Item 6.h.

6. Consent Agenda (Attachment 6)

   h. HRPDC Contract with Old Dominion University Research Foundation

   Staff recommends authorizing the HPPDC Executive Director to sign a contract with the Old Dominion University Research Foundation for professional services provided by the Virginia Modeling and Simulation Center. The contract calls for risk and decision support to the HRPDC and Hampton Roads Urban Areas Working Group in regards to Urban Areas Security Initiative (UASI) funding and completion of a regional Threat and Hazard Identification and Risk Assessment (as required to receive UASI funding). The contract amount will be $65,787 and would be funded using FY2018 and FY2019 UASI grant funds.

   Attached as background information for this item is:

   - Proposed Contract #EM 2020-01 dated January 20, 2020, between the HPRDC and the Old Dominion University Research Foundation
HAMPTON ROADS PLANNING DISTRICT COMMISSION

CONTRACT WITH

Old Dominion University Research Foundation

CONTRACT #: EM 2020-01

This Contract is made this 20th day of January 2020, by and between the Hampton Roads Planning District Commission (hereinafter referred to as the “Organization”) and Old Dominion University Research Foundation (hereinafter referred to as the "Consultant"). The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows, including Attachments 1 and A:

1. **PROJECT.** The Consultant shall carry out the project as set forth in Attachment A – Scope of Work, attached to this document for the Organization subject to and in accordance with the terms and conditions listed within this contract.

2. **TIME OF PERFORMANCE.** The project shall commence on January 20, 2020 and shall terminate no later than June 30, 2021. All work will be accomplished in accordance with the schedule outlined in Attachment A.

The Organization may extend the period of performance to provide for the performance by the Consultant of the optional services, described in Attachment A - Scope of Services and/or any other changes to the Scope of Services, as mutually agreed upon by the Organization and the Consultant.

3. **RENEWAL OF CONTRACT.** This contract may be renewed by the Organization upon written agreement of both parties for up to four (4) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

4. **SUB-CONTRACTS.** No portion of the work shall be sub-contracted without prior written consent of the Organization. In the event that the Consultant desires to sub-contract some part of the work specified herein, the Consultant shall furnish the Organization the names, qualifications and experience of their proposed sub-contractors. The Consultant agrees to pay each sub-consultant under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the Consultant receives from the Organization. The Consultant agrees further to return retainage payments to each sub-consultant within 30 days after the sub-consultant’s work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the Organization. This clause applies to both DBE and non-DBE sub-consultants.

5. **PAYMENT.** The Organization shall pay the Consultant as services are rendered satisfactorily complete. Maximum payment by the Organization to the Consultant will not be greater than $65,787 without prior authorization by the Organization. Requests for payment must be accompanied by appropriate financial and work progress documentation to support the request for payment. Such reports and invoices shall be detailed in accordance with Attachment A to
show what tasks have been completed and to compare the time of completion with the proposed time of completion. Subject to receipt of funds by the Organization as provided in Paragraph 6, payment by the Organization shall be made to the Consultant within thirty (30) days of receipt of an invoice in satisfactory form in accordance with the requirements of this contract and in accordance with Organization procedures. Payments due the Consultant shall be subject to a service charge of one (1) percent per month for invoices not paid when due.

a. Invoices for items ordered, delivered and accepted shall be submitted by the Consultant directly to the Hampton Roads Planning District at 723 Woodlake Drive, Chesapeake, VA 23320. All invoices shall show the Organization contract number; social security number (for individual consultants), or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services, provided under this contract or purchase order that are to be paid for with public funds, shall be billed by the Consultant at the contract price.

6. SOURCE OF FUNDS. Funds to support the work effort provided for in this Contract are being provided to the Organization by the US Department of Homeland Security. Payment of invoices under this Contract by the Organization is subject to availability of funds.

7. FUNDING CREDIT. Any reports and documents produced under the terms of this Contract will include the following credits: “This document was prepared under a grant from FEMA’s Grants Program Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of authors and do not necessarily represent the official position or policies of FEMA’s Grants Programs Directorate or the U.S. Department of Homeland Security.”

8. COMMONWEALTH OF VIRGINIA PUBLIC PROCUREMENT ACT. This contract is subject to the provisions of the Commonwealth of Virginia Public Procurement Act (VPPA), and any revisions thereto in effect at the time of this contract.

9. COOPERATIVE PROCUREMENT. This contract may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase, at contract prices, in accordance with the terms, conditions and specifications of this contract. The successful Consultant shall deal directly with each public agency or body, in a separate contract between those two entities, in regard to order placement, delivery, invoicing and payment.

10. PURCHASE ORDER/CONTRACT. This resulting purchase order/contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Virginia.

11. KICKBACK. By signing this contract, the Consultant certifies that he/she has not offered or received any kickback from any other proposer, supplier, manufacturer, or subcontractor in
connection with this proposal. A kickback is defined as an inducement for the award of the contract, subcontract, or order through any payment, loan, subscription, advance, deposit of money, services, or anything of value in return for an agreement not to compete on a public contract.

12. **LIABILITY.** The Consultant will maintain appropriate liability insurance coverage throughout the term of this Agreement, as follows:

   a. Name the Organization as an additional insured and provide certificates or other evidence that the required insurance in force.

   b. Worker’s compensation and employer’s liability insurance as required by the Commonwealth of Virginia.

   c. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, and owned, non-owned or hired vehicles with $1,000,000 combined single limits.

   d. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents, or subcontractors, with $1,000,000 per occurrence and in the aggregate.

It is the intent of the parties to this contract that the Organization shall not be held liable for damages to the extent they are caused by the fault or negligence of the Consultant.

Consultant’s liability for the Organization’s damages, not otherwise covered by required insurances, will, in the aggregate, not exceed $500,000 (or the full amount of the contract, whichever is higher). This provision takes precedence over any conflicting Article of this Contract or any document incorporated into it referenced by it. This limitation of liability will apply whether Consultant’s liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Consultant’s officers, affiliated corporations, employees, and sub-contractors.

13. **NON-DISCRIMINATION and DEBARMENT.**

   It is the policy of the Organization that Small, Women- and Minority-Owned (SWaM) and Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. The Commonwealth’s new Department of Small Business and Supplier Diversity (SBSD) has encompassed both SWaMs and DBEs. This department can be found at [www.dmbe.virginia.gov](http://www.dmbe.virginia.gov). This department will coordinate certification for these types of vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaMs and 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 sub-contract a portion of the services on the project, the Consultant is encouraged to seek out and consider SWaMs and DBEs as potential sub-consultants. The
Consultant is encouraged to contact SWaMs and DBEs to solicit their interest, capability and qualifications. Any agreement between the Consultant and a SWaM/DBE whereby the SWaM/DBE promises not to provide services to other consultants is prohibited. The Organization believes that these services support 6% SWaM/DBE participation. If a SWaM/DBE is not certified, the SWaM/DBE must become certified (with the Virginia Department of Small Business and Supplier Diversity) prior to your response being submitted. If a SWaM/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 SWaM/DBE sub-consultants. SWaM/DBE prime consultants are encouraged to make the same outreach efforts as other consultants. SWaM/DBE credit will be awarded only for work actually being performed by the SBSD themselves. When a SWaM/DBE prime consultant, or sub-consultant, sub-contracts work to another firm, the work counts toward SWaM/DBE goals only if the other firm is itself a SWaM/DBE. A SWaM/DBE must perform or exercise responsibility for at least 30% of the total cost of the contract with its own force.

DEBARMENT: Certification of Eligibility: A signed statement, on your letterhead, stating that: “The firm is not ineligible to receive award of a contract due to the firm’s inclusion on any Federal or Virginia State lists of debarred contractors, or otherwise ineligible to be awarded a contract using Federal or State funds.”

In its performance of work activities under this Contract, the Consultant, or sub-consultant, warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or handicapped status. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Organization, state that the Consultant is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of the Contract.

The Consultant shall include the provisions of the foregoing paragraphs in every sub-contract or purchase order of over $10,000, so that such provision shall be binding upon each subcontractor or vendor.

All Consultants shall abide by applicable state and federal laws including, but not limited to, all provisions of the Americans with Disabilities Act. Each Consultant agrees to hold the Organization harmless regarding all claims in connection with the Consultant’s failure to comply with applicable laws and regulations.

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

14. **CHANGES.** The Organization may direct changes within the general Scope of Work (Attachment A) in this Contract. Any change will require prior notice to the Consultant and agreement on the price of the change. The Consultant must obtain prior written approval from the Organization for any changes to the project, including, but not limited to, changes of substance in program activities, designs, or plans set forth in Attachment A, which are proposed by the Consultant. If such changes affect the Consultant’s cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the contract.

15. **TERMINATION FOR CAUSE.** If the Consultant should breach the contract or fail to perform the services required by the contract, the Organization may terminate the contract for cause by giving written notice or may give the Consultant a stated period of time within which to remedy its breach of contract by delivering a written cure notice to the Consultant. If the Consultant shall fail to remedy the breach within the time allotted by the Organization, the contract may be terminated by the Organization at any time thereafter upon written notice to the Consultant or, in the alternative, the Organization may give such extension of time to remedy the breach as the Organization determines to be in its best interest. The Organization’s forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Organization’s right to terminate nor acquiescence in future acts or omissions by the Consultant of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Consultant may be subject to a claim by the Organization for the costs and expenses incurred in securing a replacement contractor to fulfill the obligations of the contract. In the event a Cure Notice is required, the Organization will use the address provided to the Organization in bids or proposals. It shall be the Consultant’s responsibility to notify the Organization in writing within ten (10) days of knowing a change of address. The written notice shall include the Organization’s contract number and the effective date of the address change.

In the event the Consultant breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the Organization reserves the right, in its sole discretion, to terminate for cause any other open contract the Consultant has with the Organization.

16. **TERMINATION FOR CONVENIENCE.** The Organization may terminate the contract, in whole or in part, if the Organization determines that the continuation of the contract-supported activities will not produce beneficial results commensurate with further expenditure of funds. The Consultant shall not incur new obligations for the terminated portion after termination notice and shall cancel as many outstanding obligations as possible. In the case of a termination for convenience, the Organization shall pay for contracted services, rendered by the Consultant through the effective date of the termination. The Organization will not be liable for damages or costs of any kind following termination and final payment to the Consultant, specifically including claims for anticipated profit.
17. **MAINTENANCE OF RECORDS.** The Consultant shall maintain all required records and provide them for review by the Organization for compliance with state and federal laws and regulations. The Consultant will ensure that appropriate corrective action is taken within six months after receipt of the audit report in instances of noncompliance with state and federal laws and regulations.

The Consultant agrees to retain all books, records and other documents relative to this contract for three (3) years after final payment, or until the project is audited by the Organization, whichever is later. The Organization, its authorized agents and/or auditors shall have full access to and right to examine any of said materials during said period.

18. **COLLATERAL CONTRACTS.** Where there exists any inconsistency between this contract and other provisions of collateral contractual agreements which are made a part of this contract by reference or otherwise, the provisions of this contract shall control.

19. **PRIME CONSULTANT RESPONSIBILITIES.** The Consultant shall be responsible for completely supervising and directing the work under this contract and all sub-contractors that it may utilize, using its best skill and attention. Sub-contractors who perform work under this contract shall be responsible to the Consultant. The Consultant agrees that it is as fully responsible for the acts and omissions of its sub-contractors and of persons employed by them as it is for the acts and omissions of its own employees.

20. **INTEGRATION AND MODIFICATION.** This contract constitutes the entire contract between the Organization and the Consultant. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

21. **SEVERABILITY.** Each paragraph and provision of this contract is severable from the entire contract; and, if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Organization.

22. **INDEMNIFICATION.** Consultant agrees to indemnify, defend and hold harmless the Organization, its officers, agents, and employees for any and all damages, to the proportionate extent, arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the consultant in performance of the contract.

23. **INVENTIONS AND COPYRIGHTS.** As, and only as, requested by the Organization, the Consultant shall apply, or promptly and willingly assist (including without limitation by executing and delivering documents) the Organization in applying for patent, copyright, and/or other intellectual-property protection of any inventions, discoveries, documents, designs, drawings, papers, notes, forms, interim reports, final reports, graphics, images, computer programs and data, other works of authorship, and other information and/or materials, whether in electronic, magnetic/optical-media, or printed form, (collectively, “Materials”) prepared by the Consultant in the performance of its obligations under this contract. The provisions of this paragraph are further subject to the provisions of Paragraphs 24 and 25 of this contract.

24. **OWNERSHIP OF MATERIALS.** The Consultant acknowledges and agrees that the Organization has and shall have ownership of any and all materials prepared by the Consultant in the
performance of its obligations under this contract. The Consultant shall promptly disclose to the
Organization any and all Materials and, at the Organization's request, shall provide the
Organization with one or, if so requested by the Organization, more electronic,
magnetic/optical-media, and/or printed copies of each of the materials. The Consultant may
retain electronic, magnetic/optical-media, and/or printed copies of the materials and with the
Organization's prior written consent on a case-by-case basis, use such copies, but only in the
course of the Consultant's business and provided that the Consultant includes on any and all
such materials, regardless of form, any and all appropriate notices of the Organization's rights,
including without limitation its intellectual property rights, in and to the materials. The
provisions of this paragraph are further subject to the provisions of Paragraph 23 of this
Contract.

25. **CREATION OF INTELLECTUAL PROPERTY.** The Consultant acknowledges and agrees that the
Organization owns and shall own any and all patent rights, copyrights, other intellectual
property rights, and any and all other proprietary rights in and to the materials prepared by the
Consultant in the performance of its obligations under this contract. The Consultant agrees to
assign, and hereby does assign, to the Organization any and all rights, including without
limitation copyrights and any other rights arising under Title 17 of the United States Code, that
the Consultant would, except for such assignment, have in and to the materials. With the
Organization's prior written consent, the Consultant may create and use, but only in the course
of the Consultant's business, derivative works based on the
materials. The preceding does not
apply to any background materials which Consultant supplies to complete [the task] which is
subject to preexisting copyright protections.

26. **CONFIDENTIALITY.** The Consultant expressly acknowledges and agrees that all reports,
documents and communications of every kind, whether written or oral, concerning specific
contractual matters, planning or assumptions received in the performance of the work from the
Organization, its staff, Board, legal counsel, or other agents or advisors (collectively
“Confidential Information”) shall be held in strictest confidence and maintained as strictly
confidential. Confidential Information shall include information that, when taking into
consideration the circumstances surrounding disclosure of the same, a reasonable person would
consider being confidential or proprietary. This provision shall not apply to information which
(1) has been published and is in the public domain, (2) has been provided to Consultant by third
parties who have the legal right to possess and disclose the information, (3) was in the
possession of Consultant prior to the disclosure of such information to Consultant by the
Organization, (4) is required by law or any governmental agency to be disclosed, or (5) would
require disclosure to comply with the ethical obligations of Consultant to protect the public.

No Confidential Information shall be disclosed to other clients of the Consultant, other
consultants, private companies, public entities, the media, the general public, or any other third
party unless directed to do so by Organization’s Executive Director. However, such Confidential
Information may be documented in briefing materials provided to the Organization and its staff;
provided such briefing materials are clearly annotated as Confidential Working Papers.

The Consultant shall take all appropriate and necessary steps to protect Confidential
Information and to limit access to Confidential Information in its possession to those of its
employees, agents and sub-contractors required to have access to the Confidential Information
in the performance of this work and who are bound in writing to keep the information
confidential pursuant to confidentiality agreements with terms no less restrictive than those contained in this contract. The Consultant shall include these confidentiality provisions in any agreement between the Consultant and a sub-contractor or agent related to the performance of the work so that these provisions will be binding upon them with equal and like effect. The Consultant shall be responsible for communicating to each party identified in this paragraph who receives or is given access to Confidential Information the terms of these provisions and the obligations of that party to abide by the requirements hereof.

Upon completion of performance of the work, the Consultant, its agents and any sub-contractors, agree to deliver to the Organization all Confidential Information obtained during performance of the work, in any medium, and, if requested by the Organization, to provide written confirmation that all such Confidential Information has been delivered to the Organization; provided, however, Consultant may retain a record copy of its work product.

The Consultant shall immediately notify the Organization if the Consultant learns of any unauthorized use or disclosure of Confidential Information and will cooperate in good faith to remedy such occurrence immediately to the extent reasonably possible.

In the event that Consultant becomes legally compelled to disclose any such Confidential Information, Consultant will provide the Commission/Organization with prompt notice so that the Organization may seek a protective order or other appropriate remedy; in the event that such protective order or other remedy is not obtained, Consultant will furnish only that portion of the Confidential Information which Consultant is advised by opinion of counsel is legally required and will cooperate with the Organization in seeking reliable assurance that confidential treatment will be accorded the Confidential Information.

The Consultant acknowledges and agrees that a violation of the provisions of this confidentiality requirement may cause irreparable damage to the Organization, and these confidentiality provisions are made for the express benefit of and shall be enforceable by any of the affected parties. Consultant agrees that these provisions may be specifically enforced in any court of law having jurisdiction. In addition to and not in limitation of any other rights or remedies the affected party may have for a breach of the provisions of this confidentiality requirement, the affected party may recover money damages, subject to the limitations in Section 12; and in addition to money damages, the affected party shall be entitled to obtain equitable relief for any such breach (without requirement of bond or corporate surety) so that Consultant shall be required to cease and desist immediately from breaching such provision (it being agreed that damages alone would be inadequate to compensate the affected parties and would be an inadequate remedy for such breach).

These provisions shall expressly apply to and bind the Consultant, its agents, officers, employees, subcontractors and any permitted assigns.

27. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION.** The Consultant assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Consultants who utilize, access, or store personally identifiable information as part of the performance of a contract are required to
safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Consultants shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Consultants and their employees working on this project may be required to sign a confidentiality statement.

28. **CONTINGENT FEE WARRANTY.** The Consultant warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing this contract. The Consultant further warrants that is has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this contract. For breach of one or both of the foregoing warranties, the Organization shall have the right to terminate this contract without liability, or in its discretion, to deduct from the agreed fee, amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

29. **CONFLICT OF INTEREST.** The Consultant warrants that it has fully complied with the State and Local Government Conflict of Interests Act.

30. **DISCLAIMER.** Nothing in this contract shall be construed as authority for either party to make commitments, which will bind the other party beyond the project contained herein.

31. **USE OF FUNDS.** Funds, paid by the Organization, shall only be used for the purposes and activities covered in Attachment A.

32. **FISCAL CONTROL.** The Consultant shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, project funds, including any required matching funds.

33. **STANDARD OF CARE.** The standard of care applicable to the Consultant’s services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time said services are performed. The Consultant will re-perform, without additional compensation, any services not meeting this standard.

34. **FORCE MAJEURE.** If performance of the Services is affected by causes beyond the Consultant’s reasonable control, project schedule and compensation shall be equitably adjusted.

35. **DISPUTE RESOLUTION.** The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

36. **NOTICE TO PROCEED.** Execution of the contract by both parties will constitute a Notice to Proceed. A separate Notice to Proceed will be required prior to beginning any additional services as may be directed by the Organization.
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 Nondiscrimination 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.
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);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 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).
Hampton Roads Planning
District Commission

__________________________
Robert A. Crum, Jr.
Executive Director/Secretary

__________________________
Date

Old Dominion University
Research Foundation

__________________________
Richard L. Brammer
Manager of Sponsored Programs

__________________________
Date

Contract authorized by the HRPDC Board on:

________________________________________
Date
ATTACHMENT A
SCOPE OF WORK
Risk and Decision Analytic Support to Hampton Roads Urban Areas Security Initiative (UASI) Grant and the Threat Hazard Risk Assessment (THIRA)

Scope of Work

Attachment A

VMASC will update RVM data and develop 2020-2021 THIRA. VMASC shall update the existing RVM data across the core capabilities, through facilitated workshops aided by decision analysis tools as required. The updated data will be used to inform the new 2020-2021 FEMA THIRA report. HRPDC will review and update threat scenarios used for the RVM and validate impacts and consequences for use in below described analysis.

VMASC shall provide risk and decision analytic support for the Urban Area Working Group (UAWG).

Tasks:

1. Conduct Strategy to Task assessment to identify new Capability Tasks or Task Gaps; by review of Guidance and Policy documents since RVM study, real time event After Action Reports, training and exercise Lessons Learned, and ongoing planning or solutioning initiatives.

2. Update RVM data, with initial focus being on those capabilities required to satisfy 2019-2020 THIRA requirements- conduct facilitated workshops (locations to alternate between Southside and Peninsula, with web-based virtual capability) with relevant SME participants (Whole of Community approach) to review, update and validate existing RVM data (capability tasks, gaps and solutions). Align existing data to the new FEMA THIRA taxonomy.

3. Develop 2020 THIRA employing the new FEMA Unified Reporting Tool

4. Provide risk and decision analytic support to the Urban Area Working Group and All-Hazards Advisory Committee with scoring system and analysis for the Hampton Roads Urban Areas Security Initiative Grant.

5. Provide a web-based proposal submission capability and a model to score and provide preliminary analysis to the UWAG.

Deliverables:

1. Updated Task List for workshop validation and assessment aligned to focused capabilities identified by THIRA 2020 reporting requirements

2. Updated RVM data excel spreadsheet aligned to focused capabilities identified by THIRA 2020 reporting requirements

3. Completed 2020 Hampton Roads THIRA using URT, ready for submission to FEMA

4. Project proposal submission and scoring system

5. Preliminary analysis of proposals to the UAWG
Optional Tasks (unfunded)
   A. Update Solutions Assessment contained in RVM data sheets from 2013 assessment
   B. Update and re-assess Task Gap Severity Scores contained in the RVM data sheets from 2013 assessment

Technical POC: John Sadler, Emergency Management Administrator, Hampton Roads Planning District Commission, 757-420-8300