



Central Shenandoah Planning District Commission

112 MacTanly Place, Staunton, VA 24401

Phone: (540) 885-5174

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<https://www.cspdc.org/2022/09/16/rfp-for-lewis-street-hub-project-staunton/>

## Central Shenandoah Planning District Commission

### Request for Proposal #2022-001

Title: Architectural and Engineering Design Services for Lewis Street Transit Hub Project

Issue Date: September 19, 2022

Pre-Proposal Conference: October 3, 2022

Due Date: October 21, 2022

Submit: Electronic submission via DemandStar

Inquiries: Questions related to this project should be directed to Paula Melester, [paula@cspdc.org](mailto:paula@cspdc.org) in writing via email. The deadline for submission of written questions is October 12, 2022. All questions that are pertinent to the RFP will be answered in the form of an addendum, which will be uploaded to the CSPDC website: <https://www.cspdc.org/2022/09/16/rfp-for-lewis-street-hub-project-staunton/>

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The Central Shenandoah Planning District Commission does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, faith-based organizations, color, national origin, age, disability or any other basis prohibited by State or Federal law.

## COVER SHEET

In compliance with this Request for Proposal and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this bid and is authorized to contract on behalf of the firm named below.

My signature on this solicitation constitutes certification that I or my designated representative have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by CSPDC. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) is the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

**PROPRIETARY INFORMATION YES ( ) NO ( )**

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) are set forth below. (Additional sheet may be added if necessary.)

\_\_\_\_\_  
Offerors should indicate on the line above or attached document the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary. If Proprietary information is stated, Offerors shall submit One (1) Original and One (1) Redacted copy (removing any proprietary data or material.** Clearly identify on the Cover Sheet the **“Original” and “Redacted” copy**, as *“Redacted Copy of Original Proposal”* RFP# 20221290

Official Name of Company: \_\_\_\_\_

Federal Unique Entity ID #: \_\_\_\_\_ Type of Business: \_\_\_\_\_

\*VA State Corporation Commission ID#: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

**Signature of Authorized Representative for Firm, certifying that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #2022-001**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)

**\*Virginia State Corporation Commission (SCC) Registration Information Requirement per the Virginia Public Procurement Act, VPPA:**

***§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth. –***

*A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.*

*B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.*

*C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.*

*D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.*

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

**\*Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:**

- ☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_  
-OR-
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust  
-OR-
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location)  
-OR-
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

☐

## **CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS**

This sworn certification of compliance with all Federal immigration laws and regulations is provided by

\_\_\_\_\_ (Name of Firm). These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the Central Shenandoah Planning District Commission or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

*Type or print legibly when completing this form.*

1) **Legal Name of Contractor:** (Note: this is your name as reported to the IRS. This should match your Social Security card or Federal ID Number) \_\_\_\_\_

2) **Type of Business Entity:**

- ☐ Sole proprietorship (*Provide full name and address of owner*):
- ☐ Limited Partnership (*Provide full name and address of all partners*):
- ☐ General Partnership (*Provide full name and address of all partners*):
- ☐ Limited Liability Company (*Provide full name and address of all managing members*):
- ☐ Corporation (*Provide full name and address of all officers*):

3) **Doing Business As:** (If applicable – *Note: This is the name that appears on your invoice but is not used as your reporting name*).

4) **Name and Position of Person Completing this Certificate:**

5) **Physical Business Address:**

6) **Primary Correspondence Address (if different from physical address):**

7) **Number of Employees:**

8) **Are all Employees Who Work in the United States Eligible for Employment in the United States?**

Under penalties of perjury, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986, and Section 40.1-1-11.1 of the Code of Virginia. I further declare on behalf of the Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on behalf of \_\_\_\_\_ as evidenced by the following signature and seal:

Name of Contractor: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day, 20\_\_\_\_, by

\_\_\_\_\_.

Notary Public: \_\_\_\_\_

Registration No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## NON-COLLUSION STATEMENT

(To be submitted with each bid or offer)

In the preparation and submission of this proposal on behalf of \_\_\_\_\_ (Name of Offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9. The undersigned Offeror hereby certifies that the agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by the Central Shenandoah Planning district Commission has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

“...or otherwise take any action in the restraint of free competition in violation with the Sherman Antitrust Act, 15 USCS Sections 1 et seq., the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.19 or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9.”

By: \_\_\_\_\_ Signature  
\_\_\_\_\_  
Printed Name and Title  
\_\_\_\_\_  
Company  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_  
\_\_\_\_\_  
Date

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (City and State)

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**DEBARMENT AND SUSPENSION CERTIFICATION OF  
PRIMARY PARTICIPANT**

*To be completed for contracts meeting the definition of “covered transaction” (see 2 CFR 180.220 and 1200.220), which includes contracts that equal or exceed \$25,000 and are funded by an award from the U.S. Department of Transportation or a contract for federally-required audit services.*

The Primary Participant, \_\_\_\_\_, certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The disclosure of unfavorable information will not necessarily lead to denial of participation in the covered transaction. Additional information or explanation may be attached to this certification for consideration.

Failure to disclose information known at the time of entering into the covered transaction may result in termination of the transaction as well as other available remedies such as suspension or debarment. Immediate written notice must be given to CSPDC if it is discovered that the Primary Participant failed to disclose required information earlier or that the Primary Participant or any of its principals now meet any of the criteria above.

CSPDC will use the System for Award Management (SAM) before entering into any contracts and review the Excluded Parties List System in SAM to verify if any third-party contractor is on the excluded list. **Registration in SAM is required by a prime Bidder/Offeror prior to submitting a bid or proposal and can be done for free at [www.sam.gov](http://www.sam.gov).**

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Name & Title of Authorized Representative (Printed)

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Signature of Authorized Representative

☐ I am unable to certify to the above statement. My explanation is attached.

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (City and State)

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**DEBARMENT AND SUSPENSION CERTIFICATION OF  
SUBCONTRACTOR**

*To be completed for contracts meeting the definition of “covered transaction” (see 2 CFR 180.220 and 1200.220), which includes contracts that equal or exceed \$25,000 and are funded by an award from the U.S. Department of Transportation or a contract for federally-required audit services.*

The Subcontractor, \_\_\_\_\_, certifies to the best of its knowledge and belief that it and its principals:

- e) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- f) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- g) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- h) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The disclosure of unfavorable information will not necessarily lead to denial of participation in the covered transaction. Additional information or explanation may be attached to this certification for consideration.

Failure to disclose information known at the time of entering into the covered transaction may result in termination of the transaction as well as other available remedies such as suspension or debarment. Immediate written notice must be given to CSPDC if it is discovered that the Subcontractor failed to disclose required information earlier or that the Subcontractor or any of its principals now meet any of the criteria above.

CSPDC will use the System for Award Management (SAM) before entering into any contracts and review the Excluded Parties List System in SAM to verify if any third-party contractor is on the excluded list. **Registration in SAM is required by a prime Bidder/Offeror prior to submitting a bid or proposal and can be done for free at [www.sam.gov](http://www.sam.gov).**

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Name & Title of Authorized Representative (Printed)

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Signature of Authorized Representative

☐ I am unable to certify to the above statement. My explanation is attached.

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (City and State)

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





## **CERTIFICATION REGARDING LOBBYING**

### **To be submitted with each bid or offer exceeding \$100,000 – 49 CFR. Part 20**

The undersigned, \_\_\_\_\_, certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency or Federal department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who makes a prohibited expenditure or fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure [31 U.S.C. §1352 (c)(1)-(2)(A)].

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Section A 3801, et seq., apply to this certification and disclosure, if any.

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Name & Title of Authorized Representative (Printed)

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Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (City and State)

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**CERTIFICATION REGARDING FEDERAL TAX LIABILITY**  
**AND RECENT FELONY CONVICTIONS**

Must be completed for any third-party agreement with a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

The Offeror \_\_\_\_\_ certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that it:

- a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- b) Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- c) It further agrees that, in connection with this procurement, it will:
  - i. Obtain identical certifications from proposed subcontractors before the award of subcontracts at any value;
  - ii. Retain such certifications in its files; and
  - iii. Flow this requirement down to subcontractors at all lower tiers, without regard to the value of any subcontract

The Undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

☐ I am unable to certify to the above statements. My explanation is attached.

## **DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION – CONTRACT GOAL**

It is the policy of the Central Shenandoah Planning District Commission (CSPDC) that Disadvantaged Business Enterprises (“DBE’s”) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded contracts.

CSPDC has established a contract goal of 3% DBE Participation for this procurement.

Bidders/offerors are required to document sufficient DBE participation to meet this goal or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following information with the Offeror’s proposal (appropriate forms noted in parentheses and attached hereto):

- 1) The names and addresses of DBE firms that will participate in the contract (Form A);
- 2) A description of the work that each DBE will perform (Form A);
- 3) The dollar amount of the participation of each DBE firm participating (Form A);
- 4) Written and signed documentation of the bidder’s/offeror’s commitment to use a DBE subcontractor whose participation it submits to meet a contract goal (Form A);
- 5) Written and signed confirmation from the DBE that it is participating in the kind and amount of work provided in the prime contractor’s commitment (Form B); and
- 6) If the contract goal is not met, there must be written evidence of good faith efforts provided (Form C).

CSPDC is required to capture DBE payment information on contracts. If work is subcontracted to a DBE firm, the successful prime contractor will be responsible for providing prompt payment verification and a monthly report of DBE participation.

The Contractor must promptly notify CSPDC whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CSPDC.

Any firm claiming DBE status must become certified with the Virginia Department of Small Business and Supplier Diversity –or other agency authorized to certify DBE status and approved by CSPDC --prior to the bid/proposal being submitted to be listed as a DBE on Form A – Schedule of DBE Participation.

If DBE firm is the prime contractor, 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 sub-contractors. DBE prime contractors are encouraged to make the same outreach efforts as other contractors. DBE credit will be awarded only for work actually being performed by the DBE itself. When a DBE prime contractor sub-contacts work to another firm, the work counts toward DBE goals only if the other firm is itself a DBE.

DBE certification entitles contractors to meet CSPDC’s DBE requirements. However, this certification does not guarantee that the firm will obtain CSPDC work, nor does it attest to the firm’s abilities to perform any particular work.



## FORM A – Schedule of DBE Participation

**Project Title:** Architectural & Engineering Design Services for Staunton Lewis Street Transit Hub

**Project Number:** RFP# 2022-001

DBE Firm Name and Address		DBE Certification #	Work/Supplies Committed	Estimated Start Date	Percent of Total Project	Dollar Value of Subcontracts
Totals (Dollar Value; Percent Total of Project)						

The undersigned, as a duly authorized representative of the prime contractor, agrees to enter into a formal subcontract agreement with the above-named DBE firm(s) within thirty (30) days of a contract award between the prime contractor and the CSPDC.

Prime Contractor: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**DBE Participation – Form B**

**Intent to Perform as a Subcontractor**

**Project Title:** Architectural & Engineering Design Services for Staunton Lewis Street Transit Hub project

**Project Number:** RFP# 2022-001

Is intended Subcontractor a Certified DBE? (Yes) (No) DBE Certification #: \_\_\_\_\_

Statement of Intent:

1. The undersigned certified DBE intends to enter into a formal agreement with  
\_\_\_\_\_ (Name of prime offeror/bidder) to perform work on this project.
  
2. The undersigned certified DBE is prepared to perform the following work (specify particular work to be performed):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. At the following price: \_\_\_\_\_
  
4. Of the above price, \$\_\_\_\_\_ (\_\_\_\_\_% ) will be further sublet and/or awarded to non-DBE contractors or suppliers.

The DBE status of the undersigned is confirmed on the attached DBE identification. (DBE shall provide documentation of its DBE status).

DBE Name: \_\_\_\_\_

DBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM C**

**DBE GOOD FAITH EFFORT DOCUMENT**

**All information submitted on this form is subject to review/audit by the CSPDC**

Date Submitted: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

I certify that the information contained in this good faith effort document form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Authorized Representative Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM C – DBE GOOD FAITH EFFORT DOCUMENTATION

Work Type Number:	Description of work, service, or material:			
DBE Firm Name:	SWaM/DMBE Certification # (Virginia):			
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				
Comments:				

Work Type Number:	Description of work, service, or material:			
DBE Firm Name:	SWaM/DMBE Certification # (Virginia):			
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				
Comments:				

### EXAMPLES OF GOOD FAITH EFFORT DOCUMENTATION

The following is a list of types of actions a bidder should take when documenting good faith efforts. This list is not intended to be exclusive or exhaustive, nor are all the actions mandatory. Other factors or types of efforts may be relevant in appropriate cases.

**SOLICITATION/ADVERTISEMENT EFFORTS** – should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The contractor should ensure that the requests are made within sufficient time to allow DBE firms to respond. The Contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

**NEGOTIATION EFFORTS** – should include your efforts to make a portion of the project work available consistent with the availability and capabilities of DBE firms in order to facilitate DBE participation. You are encouraged to break out contract work items into smaller economically feasible subcontracts to ensure DBE participation. As part of your negotiations, you should make plans/specifications available to the DBE firms which have shown an interest in participating. When negotiating with DBE firms a contractor should use good business judgement by considering price and capability, as well as project goals. A contractor is not expected to accept a price that is not reasonable and is excessive. Comparison figures should accompany your good faith effort submittal which supports the price differential.

**ASSISTANCE EFFORTS** – should include your efforts to assist DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project related assistance. Contractors are encouraged to assist firms with independently securing/obtaining these resources. A contractor may not provide these resources to the DBE firm. The level of assistance should be limited to referral sources, introductions, and making initial contacts with industry representatives on the firm's behalf.

**ADDITIONAL EFFORTS** – could include any additional efforts to utilize the services of minority/women organizations, groups; local, state, and federal business offices which provides assistance in the recruitment and placement of DBE firms. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

**RETURN SIGNED COVER SHEET AND REQUIRED  
CERTIFICATIONS WITH PROPOSAL**





**Central Shenandoah Planning District  
Commission (CSPDC)**

**Request for Proposal**

**RFP #2022-001**

**Architectural and Engineering Design Services  
for Lewis Street Transit Hub**

**RFP Issued: September 19, 2022**

**Contact:** Ann Cundy, Director of Transportation

Central Shenandoah Planning District Commission (CSPDC)

112 MacTanly Place, Staunton, VA 24401

**Phone:** (540) 885-5174 **Fax:** (540) 885-2687 **Email:** [ann@cspdc.org](mailto:ann@cspdc.org)

**Contact:** Paula Melester, Regional Planner

Central Shenandoah Planning District Commission (CSPDC)

112 MacTanly Place, Staunton, VA 24401

**Phone:** (540) 885-5174 **Fax:** (540) 885-2687 **Email:** [paula@cspdc.org](mailto:paula@cspdc.org)

1. GENERAL INFORMATION AND NOTICES TO OFFERORS

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1.1 **PURPOSE**

The Central Shenandoah Planning District Commission (CSPDC) is soliciting sealed proposals from qualified architectural firms to produce detailed designs, construction drawings, and specifications and contract documents, and to obtain the necessary related regulatory approvals for the rehabilitation and renovation of the Lewis Street Transit Hub located at 240 North Lewis Street, Staunton, Virginia. It is the intent of this proposal to result in the competitive negotiation of a fixed-price contract for these services. The successful firm will demonstrate proven management skills and technical competence in the design of public transit facilities of similar design and function.

1.2 **PROCUREMENT TIMELINE**

The following timeline has been established for this procurement, though dates may change. Local (Staunton, VA) prevailing times apply below:

September 19, 2022	RFP Publication
October 3, 2022	Pre-proposal Conference 2:00 pm (via Zoom)
October 12, 2022	Deadline to submit written questions – 5:00 pm (ET)
October 21, 2022	Proposals due by 5:00 pm (ET)

1.3 **PRE-PROPOSAL CONFERENCE**

A non-mandatory pre-proposal conference will be held via Zoom video/telephonic conference on October 3, 2022 at 2:00 pm (EST). Interested Offerors should email Paula Melester, [paula@cspdc.org](mailto:paula@cspdc.org) with the name of their firm and attendees to receive the link/information for accessing the Zoom meeting. The meeting will be recorded.

Vendors may submit questions in advance via email to Paula Melester, [paula@cspdc.org](mailto:paula@cspdc.org) (due September 27, 2022) to be read and answered during the meeting. Additional questions may be asked during the meeting if time permits.

The proceedings of the meeting, including an attendee’s list and all questions and answers, will be presented in an Addendum to the RFP, which will be posted to the CSPDC’s website and can be accessed by visiting the following link and navigating to the specific page for this solicitation: <https://www.cspdc.org/2022/09/16/rfp-for-lewis-street-hub-project-staunton/> The anticipated post by date is October 7, 2022.

1.4 **DEFINITIONS**

**Contract or Agreement:** binding agreement between CSPDC and the Successful Offeror(s) to perform work as described in this solicitation and the Successful Offeror’s proposal.

**Contractor or Engineering Firm:** Also referred to simply as “Firm”; Party to whom an award is made to perform the work required in this solicitation under the Contract.

**CSPDC:** Central Shenandoah Planning District Commission

**FTA:** Federal Transit Administration

**Offeror, Proposer, or Vendor:** Interested party responding to this solicitation.

**Owner:** CSPDC

**Proposal:** The offer submitted by an interested party to perform work as required under this solicitation.

**Successful Offeror:** Party to whom the Owner intends to issue an award.

## **1.5 COMPETITION INTENDED**

It is CSPDC's intent that this Request for Proposal (RFP) allows for competition in the request for architectural/engineering design services. It shall be the Offeror's responsibility to advise the CSPDC in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. The CSPDC must receive such notification not later than ten (10) days prior to the date set for acceptance of proposals.

## **1.6 FAMILIARITY WITH PROPOSED WORK**

It is the responsibility of the Contractor/Firm, by careful personal examination of the RFP Documents and the work site, to visit the site (if necessary) to become familiar with and satisfy the Contractor/Firm as to the general, local, and site conditions that may affect cost, progress, performance, or satisfactory completion of the work. The Contractor/Firm should study and carefully correlate the Contractor's knowledge and observations of the RFP documents and such other related data and to promptly notify the Owner of all conflicts, errors, ambiguities, or discrepancies which the Contractor has discovered in or between the RFP Documents and such other related documents of field/site conditions. Failure to do so shall not relieve a successful Contractor of his obligation to perform as per the provision of the resulting contract. The Contractor shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the contract.

## **1.7 INTERPRETATIONS AND ADDENDA**

No oral explanation in regard to the meaning of the RFP Documents will be made, and no oral instructions will be given before the award of the work. Discrepancies, omissions or doubts as to the meaning of the RFP Documents shall be communicated in writing to the Owner for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their Offers. Any interpretation made will be in the form of an Addendum to the RFP, which will be posted on the CSPDC website.

Receipt of all issued addenda shall be acknowledged in the Offerors proposal on the RFP Cover Sheet in the space provided.

## **1.8 VENDOR CONTACT**

Upon release of this solicitation document, all Vendor communications concerning this procurement must be directed to the designated point of contact from the CSPDC:

Paula Melester, Regional Planner  
112 MacTanly Place, Staunton, VA 24401  
Email: [paula@cspdc.org](mailto:paula@cspdc.org)

Questions regarding this RFP must be submitted in writing to the above contact no later than October 12, 2022. Questions received will be answered in the form of an Addendum and posted on the [CSPDC website](#).

No Offeror shall initiate or otherwise have contact related to the solicitation with any CSPDC staff/employee other than the designated contacts provided herein. Any contact by an Offeror with staff other than designated contact concerning this solicitation is prohibited and may cause the disqualification of the Offeror from the procurement process.

#### **1.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The **CSPDC has established a contract goal of 3% DBE participation for this procurement**. Offerors must complete the DBE Participation Forms included among the cover pages of this RFP. It is the policy of CSPDC to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts.

#### **1.10 CONTRACTUAL AGREEMENT**

The resulting contract from this RFP shall be for the life of this project from contract award through all phases of the project outlined in the Scope of Services. Termination of the contract shall be as described in the General Terms and Conditions.

The negotiated fee schedule based on the Scope of Services and terms and conditions contained herein shall be incorporated into the standard contract provided by CSPDC. The contract will also incorporate with the RFP and any addenda and modifications thereto, along with the successful Offeror's proposal and any negotiated modifications.

The Contractor/Firm shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful offeror of his obligation to furnish Architectural and Engineering design services, materials, and reports or other services necessary to carry out the provisions of this RFP and resulting contract and to complete the Scope of Services outlined therein.

#### **1.11 CONTRACT AND PAYMENT**

This solicitation will result in a firm-fixed contract based on the Successful Offeror's Price Proposal as negotiated with CSPDC. Price proposal shall include all direct costs, indirect costs, overhead and profit, and represent the total amount payable by CSPDC for these services. The Successful Offeror must provide its federal employer identification number and form W-9 to CSPDC Purchasing Office before requesting payment.

The Contractor/Firm will submit monthly itemized invoices for work completed with appropriate documentation to the CSPDC, to the payment address shown on the purchase order or contract. All invoices must show the contract or purchase order number and Contractor/Firm federal employer identification number. No invoice may include any cost other than those listed in the contract or in an individual purchase order referencing the contract. Payments shall be made to the Contractor by CSPDC in accordance with the contract after all required services and tasks have been completed to the satisfaction of CSPDC.

The proposer shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful proposer of his obligations to carry out the provisions of this RFP and to complete the Scope of Work/Statement of Needs outlined herein.

These provisions and other terms and conditions mutually agreeable to all parties will be included in the Contract, along with the RFP and all modifications hereto, by reference. Any concerns regarding the Contract shall be addressed within the proposal response.

#### **1.12 RESERVATION OF RIGHTS**

CSPDC reserve the right to cancel, amend, or reissue this RFP or the Project at any time without prior notice. CSPDC makes no guarantee that any contract will be awarded to a proposer responding to this RFP. CSPDC further reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities in Proposals.

### **1.13 PROPOSAL PROTEST PROCEDURES**

The Central Shenandoah Planning District Commission shall make every effort to award contracts in compliance with Federal, State, and local regulations. Offerors who feel that a contract has been, or may be, awarded improperly shall have the right to protest the specifications and/or contract award in compliance with applicable Federal, State, and local regulations.

Any Offeror that desires to protest the award or decision to award a contract by CSPDC shall submit such protest in writing to CSPDC no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the Offeror awarded the contract is not a responsible Offeror. The written protest shall include the basis for the protest and the specific relief sought. CSPDC's Executive Director or designee shall issue a decision in writing within ten (10) days stating the reasons for the action taken. The decision shall be final unless the Offeror appeals within ten (10) days of receiving the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

If a protestor is not satisfied with the decision made by CSPDC, and Federal funds are involved, the protestor may file a protest with the Federal Transit Administration (FTA). Review by FTA will be limited to:

1. Violation of Federal law or regulations
2. Violation of CSPDC's protest procedures described herein or failure by CSPDC to review a protest.

Protests must be filed with FTA (with concurrent copy to CSPDC) within five working days after protestor has actual or constructive notice that CSPDC has rendered a final decision, or five working days after the protestor knows, or has reason to know, that CSPDC has failed to render a final decision. After five working days, CSPDC will confirm with the FTA that the FTA has not received a protest on the contract in question.

The FTA Circular 4220.1F is available for review at CSPDC offices. A copy may be obtained from FTA at the following address:

Federal Transit Administration  
Region III  
1760 Market Street, Suite 500  
Philadelphia, PA 19103-4124

CSPDC shall not be responsible for any protests not filed in a timely manner with FTA.

### **1.14 SYSTEM FOR AWARD MANAGEMENT (SAM.gov) REGISTRATIONS**

This contract will utilize federal funds. Vendors that intend to pursue federally funded contracts as a prime awardee must be registered in the System for Award Management (SAM) prior to submitting a proposal. Registration is free and can be accomplished by visiting [www.sam.gov](http://www.sam.gov).

### **1.15 REGULATIONS**

This project will be funded by a combination of sources including the Federal Transit Administration (FTA) and the Commonwealth of Virginia. As such, the CSPDC contract and resulting services and documents developed pursuant to this RFP shall be subject to all regulations and any review requirements by those respective agencies

and including the appropriate state and local agencies. The Contractor/Firm agrees it shall comply with all applicable Federal, State, and local regulations. In addition to the requirements described herein, any additional regulatory compliance required by the United States Department of Transportation, FTA and/or related State and Local Laws, Rules, and Regulations shall be complied with.

## **2. SCOPE OF WORK**

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### **2.1 BACKGROUND**

The Central Shenandoah Planning District Commission (CSPDC) became the designated recipient of Federal 5307 funds in 2013 and operates fixed route and ADA-compliant paratransit service under the brand name BRITE. In 2017, the CSPDC began receiving 5311 funds as a subrecipient of the Virginia Department of Rail and Public Transportation (DRPT).

BRITE operates eleven cutaway buses and rubber-tired replica trolley in revenue service, supported by a spare fleet of four buses. Transit routes operate primarily in Augusta County and the cities of Waynesboro and Staunton, with several stops in adjacent jurisdictions of Rockingham County, the Cities of Harrisonburg and Charlottesville, and the Town of Bridgewater, and the City of Charlottesville and Albemarle County via a demonstration grant service called Afton Express.

We operate eight routes and urban paratransit service across a geographically large region with an annual ridership of 275,059 (FY19). Our routes connect riders to transit systems in Harrisonburg and Charlottesville, as well as Amtrak service in Staunton and Charlottesville.

We are unique in our partnerships with public and private entities to fund transit service. Our funding partners are the Cities of Staunton and Waynesboro, Augusta County, Augusta Health medical center, Blue Ridge Community College (BRCC), Wilson Workforce Rehabilitation Center (WWRC), and Valley Social Services. Afton Express is also supported by the University of Virginia, UVA Medical Center, the City of Charlottesville, and Albemarle County.

### **2.2 PROJECT BACKGROUND**

Five of BRITE Transit's routes and 70% of riders have hubbed at a parking lot on North Lewis Street in downtown Staunton for more than 15 years. When the lot came up for sale in early 2021 and could be sold to a private owner, CSPDC purchased the lot to preserve this critical asset for BRITE. Careful evaluation of other potential sites in downtown Staunton confirmed that the lot is the best location for the BRITE Hub because of its central location and off-street space for bus parking, park- and kiss and ride use. CSPDC purchased the lot knowing that the pavement was in a critical state of disrepair, and inadequate for continued transit service.

The project site is located at 240 North Lewis Street, Staunton, Virginia and includes 2.24 acres, with improvements to cover approximately 25,000 square feet of the parcel. This project will rehabilitate the BRITE Transit Hub by rebuilding the surface with asphalt for parking spaces and concrete for the bus lane, defining separate bus and vehicle parking, assuring ADA-compliant access to bus loading areas, relocating bus shelters adjacent to the bus parking with safety lighting and bike racks, and dedicating space and electrical conduit for four EV-ready spaces for park and ride users of transit. By redefining the space for bus parking, passenger access and transfers, we will improve the efficiency of the BRITE system, and the safety, security, and comfort of our riders.

### **2.3 SCOPE OF SERVICES**

The contract award pursuant to this RFP shall include all architectural and engineering design services as required and/or necessary for approvals, permitting, and construction of the Lewis Street Transit Hub project; along with contract administration and construction management. All firms submitting proposals shall be registered in the Commonwealth of Virginia and shall provide documentation in their proposal that they have completed designs for public transit facilities of similar design and function.

A transit hub will be designed that includes rehabilitation of the existing surface, a designated bus parking lane and passing lane, relocation of existing shelters, ADA-compliant access to bus boarding area. The proposed concept should match the existing lot footprint. There is no right-of-way acquisition cost, no significant earthwork, and no significant change in land cover. A 10% concept plan was commissioned by the CSPDC when applying for funding. The concept plan as prepared by Consultants at Kimley-Horn is included as **Attachment B**.

Elements of the design will include:

- A. **Access**: Maintain existing two (2) access points off of North Lewis Street, and convert access points to accommodate two-way traffic.
- B. **Transit Lanes**: Addition of a 12-foot dedicated lane for bus parking, with a 10-foot passing lane. Bus lanes to consist of 5" reinforced concrete over 6" aggregate base.
- C. **Shelters and Bike Rack**: Relocation of two (2) existing shelters to the bus boarding areas. Relocation/addition of benches, and trash receptacles in the shelters. Relocation of existing bike rack to an appropriate location on the site.
- D. **Seating and Amenities**: Addition of retaining-wall seating on the hill along the northwest corner of the site.
- E. **Lighting**: New lighting along the west side of the site, and where appropriate to ensure safety of passengers when waiting for and boarding buses.
- F. **Parking**: Re-paving the parking areas to include a 2" surface mix over 6" aggregate base. Parking spaces for 29 vehicles including two (2) ADA accessible spaces and four (4) spaces dedicated for EV-charging stations.
- G. **Landscaping**: Incorporation of green space, landscaping, and plantings.

Transit hub design shall meet current Federal Transit Administration standards, including the FTA Project Management and Construction Guidelines and be designed in accordance with current sustainability policies and practices.

The Contractor/Firm shall provide all architectural services required for the project. Engineering services such as geotechnical investigations, site design, and plat creation will be provided by the Contractor either in-house or through third parties. The Contractor/firm shall also provide Construction Management and Construction Administration services. All design and professional services shall be in accordance with all applicable and most current versions of local, State, and Federal codes, rules, regulation, ordinances, specifications, policies and procedures including the Federal Transit Administration Management and Construction Guidelines; current Virginia Uniform Statewide Building Code; current ADA accessibility requirements for site; state and local health department regulations; all other codes and standards required by architectural and engineering professional standards.

## **2.4 WORK PHASES**

**a. Program and Schematic Design Phase**

The Contractor/Firm shall review the Owner's previously gathered project information, which includes a 10% concept plan (**Attachment B**) and consult with CSPDC's Project Manager and other key staff to finalize the programming and schematic design decisions.

During this phase, preliminary construction cost estimates and proposed construction schedules shall be prepared for the work, with necessary adjustments to be made to the project budget or schematic design to assure that adequate resources are available for the project.

**b. Design Development Phase**

The Contractor/Firm will prepare, furnish, and review preliminary design drawings with CSPDC representatives and draft construction specifications for the transit hub. This design effort will further the work obtained during the schematic design phase and provide sufficient detail for further analysis and review. An updated statement of probable construction costs and budget shall be prepared for evaluation.

**Value Engineering** (VE) will be conducted during the design process in accordance with Federal regulations. Staff from the Virginia Department of Rail and Public Transportation (DRPT) and the Federal Transit Administration may be involved in the value engineering process. This process would include reviewing the design drawings, specifications, design parameters, cost data, reports, and other relevant information. Subsequent to the commissioning and value engineering work effort, but prior to furthering the design, the Contractor/Firm shall, in consultation with the Owner, incorporate selected comments or recommendations obtained from the commissioning and value engineering work effort into their design at no additional cost to the Owner.

**c. Construction Document Phase**

The Contractor/Firm shall prepare its technical specification and furnish a draft to review with CSPDC representatives. The review is subject to the final drawings and specifications going through the plans review process and upon final approval, to be included in the bid documents for construction purposes. Final construction costs and budgets shall be compared, and adjustments made accordingly as deemed necessary by CSPDC. The Contractor shall submit drawings and technical information for development approvals or regulatory reviews and provide all modifications necessary to the design drawings necessary to obtain applicable regulatory approvals.

ALL CONSTRUCTION SPECIFICATIONS SHALL BE PROVIDED TO THE PURCHASING OFFICE AT THE 30/60/90% STAGE AND THE FINAL APPROVED 100% IN ONE UNIFIED .PDF FILE FOR INCORPORATION INTO THE FINAL BID DOCUMENT.

**d. Bid and Award/Construction Administration**

The Contractor/Firm shall answer questions and write all non-procurement related addenda that may be necessary during the bidding phase, review bids, and make recommendations for award of contract. Upon award of a construction contract, the Contractor will administer the construction contract through review of submittals, payment applications, schedules, construction, quality, change applications/directives, and periodic visits to the job for attendance at progress meetings. Full time project representation by the Contractor during construction is not anticipated but may be requested as an additional service.

**e. Project Closeout/System Startup**

Upon completion of construction, the Contractor/Firm shall assist CSPDC in establishing a site



maintenance plan, review completeness of work in relation to the construction documents, and preparation of closeout documentation and as built drawings.

## 2.5 **ADDITIONAL DETAILS**

- a. **Standard of Care.** The design and plans of the project shall incorporate the requirements of the Virginia Uniform Statewide Building Code as well as the requirements of all other applicable codes and regulations pertaining to the design and construction of the project. The Architectural and Engineering services performed under this contract shall conform to that degree of care and skill ordinarily exercised by reputable members of its profession in the Central Shenandoah area.
- b. **Documentation.** Review drawings and provide recommendations. Document all meetings, conferences, and information obtained by the telephone and personal visits. Accurate notes and minutes shall be typed, reproduced, and emailed to the Project Manager within 5 working days.
- c. **Construction Budget.** Monitor the estimated construction costs during design to ensure the project provides a complete and useable transit hub within the construction budget.

Should the cost estimate at any time indicate that the project as designed exceeds the construction budget, the Contractor/Firm shall notify the Project Manager at once and provide recommended design alternatives that could be used to keep the project within budget.

In the event the lowest responsive and responsible bidder exceeds the construction budget by 5% or more, then the Contractor shall, with Owner's approval and at the sole expense of the Contractor/Firm, revise the drawings and specifications as may be required to bring the project in line with the budget.

- d. **Permits.** Permits. Prepare all forms, sketches, drawings, and supporting documentation necessary for the permitting by the required agencies.
- e. **Payment.** Review payment applications for completeness of work corresponding to percent complete on applications for approval of payment. All construction must comply with Davis-Bacon regulations and adequate documentation must be provided to allow CSPDC staff to evaluate compliance with the regulations.

## 2.6 **SUBMITTAL FORMAT REQUIREMENTS FOR PROJECT**

- a. **Written Format Documents.** Documents, including cost estimates, specs, design calculations and reports shall be bound. The submittal title, project name, contract number, and date shall appear on or be visible through the cover. Divide each volume into logical sections. Include an opening summary or overview.
- b. **Quantity.** Until 100% submission – submit 1 full size set and 2 half-size sets of all drawings for each task. Submit 1 hardcopy of reports and specifications and 2 digital copies of specifications and reports for each task, clearly labeled.
- c. **Delivery.** Deliver submittals by overnight mail or in person to Project Manager.
- d. **Rejection.** If a task submittal fails to meet the requirements specified, it will be Rejected by the Project Manager and the reasons therefore explained. The A/E shall revise and resubmit rejected submittals, at no additional cost to the Owner.
- e. **Contract Drawings.** Provide drawings on 36 x 24-inch, reproducible sheets. Include a cover sheet. Prepare the drawings so they are legible and clear when reduced to half size, with lettering on the originals no smaller than 1/8 inch high.

Contract documents from conceptual design forward will be considered the exclusive property of Central Shenandoah Planning District Commission and may not be reproduced or distributed by the Contractor/Firm or any printing company without the prior written approval of the Project Manager or other authorized CSPDC representatives.

Provide drawings, including all addenda, electronically in pdf or CAD file format, specifically most current available AutoCAD drawing digital file format. Include all support files, i.e. fonts, xrefs, etc, necessary to load files not included in the stock AutoCAD application. Electronic versions shall be full size and have a resolution of at least 300 dpi.

Drawing files should conform to the current National CAD standards as published by the National Institute Building Sciences of Washington, D.C. Include with the submission of drawing files a “Statement of Substantial Conformance” as published in the National CAD Standards. Describe any variations from proscribed CAD Standard format with the Statement of Substantial Conformance.

- f. Contract Specifications.** Print specs on 8 ½ x 11-inch paper with 1-inch side margins and ½ inch top and bottom margins. On each page type the assigned CSPDC Invitation for Bids number. These specifications should also be furnished electronically.
- g. Design Calculations.** Prepare on 8 ½ x 11-inch paper. Calculations shall be detailed and broken down into all major structural, mechanical and electrical components of the project. Reference the various sections of codes and Standards used where applicable throughout the calculations. Identify design criteria and equipment performance parameters in the calculations. Design calculations shall also be furnished electronically.

## **2.6 SCHEDULE**

Time is of the essence and Offerors will be evaluated, in part, based upon their ability to complete the work in accordance with a reasonable timeframe based on a proposed project scheduled. CSPDC has a tentative target date to bid the construction in April 1, 2023. However, CSPDC invites Offerors to propose a schedule deemed most feasible and in line with best practice for this project. CSPDC intends to discuss the schedule in greater detail and to negotiate a final schedule with the Successful Offeror.

## **2.7 ASSISTANCE PROVIDED BY CSPDC**

- a.** Assign a project manager who will coordinate and facilitate communication between the Contractor/Firm and various Federal, State, and local agencies.
- b.** Provide all information that relates to the requirements of the project or is relevant to the project and assist in identifying issues that might impact project completion.
- c.** Examine studies, test reports, sketches, drawings, proposals, specifications and other pertinent documents, review requests and authorize proceeding to each.
- d.** Provide whatever records or technical information that may exist and be deemed helpful to the design process, including base topographical maps, aerial photographs, design of related parcels, property boundary information, and other related available data.

### 3. PROPOSAL PREPARATION AND SUBMITTAL

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#### 3.1 PROPOSAL SUBMISSION REQUIREMENTS

To maintain the integrity of the sealed proposal the CSPDC will only accept electronic submissions of the requested materials. Vendors should register with DemandStar (See attachment E) prior to the due date and time specified in the RFP documents to submit their proposal. The electronic date/time stamp when submitted to DemandStar with proposal attachments is considered the delivered due date and time. CSPDC staff will not be able to access the documents until after the due date and time specified on the proposal has passed. Electronic communication should still be handled through the designated contact person (Paula Melester, [paula@cspdc.org](mailto:paula@cspdc.org)), not through the DemandStar platform. Only the required documents should be uploaded to DemandStar.

RFP documents can be found on the CSPDC website on the page designated for this solicitation and can be downloaded from the CSPDC website or through the DemandStar platform. It is not necessary to register with DemandStar to access the RFP documents, only to submit proposals. To access the RFP documents, including any Addenda, and submit a proposal, follow the steps below:

1. Navigate to the project solicitation announcement on the CSPDC website: <https://www.cspdc.org/2022/09/16/rfp-for-lewis-street-hub-project-staunton/>. Documents related to this solicitation are available to download from this page. Click on the corresponding links to open each document.
2. Offerors must register for DemandStar in order to submit a proposal (see instructions in Attachment E). It is recommended that the bidder register for DemandStar well in advance of the Proposal due date to ensure they have access. When an Offeror is ready to submit their Proposal, they must log into DemandStar and locate the RFP (see Attachment E).

It is the Offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. Proposals shall be signed by an authorized representative of the Offeror. Failure to submit all information requested may result in the CSPDC requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the CSPDC.

Instructions Regarding Preparation of Proposals – **Offerors shall submit Qualifications and Price Proposals in separate files identified as “Qualifications” and “Fee”.** Pricing will be negotiated on the basis of a firm fixed price. The price proposal shall include all direct costs, indirect costs, overhead and profit, and represent the total amount payable by CSPDC for these services.

#### 3.2 PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, pursuant to Section 2.2-4342 of the Code of Virginia, the Offeror must (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected and (iii) state the reasons why protection is necessary. An Offeror or Contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices. Failure to abide by this procedure may result in disclosure of the Offeror's information. Offerors shall indicate on the Cover Sheet of the RFP whether proprietary information is contained within the proposal and shall clearly indicate the location of proprietary information and reasons for marking as such.

#### 3.3 LATE PROPOSALS

LATE proposals will not be accepted.

### **3.4 PROPOSAL VALIDITY PERIOD**

All Offerors submitting proposals agree that their proposal is valid for a minimum of 120 days after submission to CSPDC. CSPDC reserves the right to reject as unacceptable any offer that specifies less than 120 days of acceptance time.

### **3.5 DETERMINATION OF RESPONSIBILITY**

In addition to the minimum qualifying criteria outlined in this RFP and any other criteria outlined in this RFP, the Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. CSPDC reserves the right to consider an Offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the Offeror is unable to perform the requirements of the contract.

An Offeror may be requested at any time to provide additional information, references and other documentation and information that relates to the determination of responsibility. Failure of an Offeror to furnish requested information as or when required may constitute grounds for a finding of non-responsibility of the prospective Offeror.

CSPDC may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due CSPDC.

The factors which may be considered in connection with a determination of responsibility include, but are not limited to:

The ability, capacity, organization facilities, and skill of the Offeror to perform the contract or provide the goods or services required;

The ability of the Offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;

The integrity, reputation, and experience of the Offeror, and its key personnel;

The quality of performance, of previous contracts or services for CSPDC or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.

The previous and existing compliance by the Offeror with laws and ordinances relating to the contract or services;

The sufficiency of financial resources of the Offeror to perform the contract or provide the services;

Past debarment by CSPDC or other Entity.

### **3.6 INCURRED COSTS**

Offerors submitting proposals do so entirely at their expense. There is no expressed or implied obligation by CSPDC to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by CSPDC or for participating in any selection interviews and contract negotiations. This RFP does not commit CSPDC to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal.

### **3.7 INTERPRETATIONS OR CHANGES**

Should any offeror find discrepancies, omissions or ambiguities in this RFP, the offeror should at once request in writing an interpretation from the point of contact as identified on the Cover Sheet of the RFP. All questions will

be answered to the extent possible in the form of a solicitation Addendum; any changes to the RFP will be identified as an Amendment within the Addendum. Interpretations or changes to this RFP made in any other manner will not be binding. Addenda issued by CSPDC will be available on the [CSPDC website](#). It is the responsibility of the offeror, prior to submitting a response to the RFP, to determine whether all solicitation addenda have been received and that their requirements are satisfied in the offeror's RFP response.

### **3.8 SOLICITATION AMENDMENTS**

Revisions and amendments shall be announced in writing by addenda to the solicitation, and shall be posted on the [CSPDC website](#). If the revisions and amendments require substantial changes to the contents of proposals, the time for receipt of proposals may be extended at the discretion of the CSPDC. Offerors are responsible for ensuring that they have received all addenda and incorporated any changes in their proposals.

Offerors are requested to acknowledge receipt of all addenda as part of the Solicitation, Offer and Award form. Failure to acknowledge an addendum will not automatically disqualify an offeror, but failure to address any changes in the proposal may lead to it receiving a lower score than would otherwise be the case.

After the date and time established for receipt of proposals by CSPDC, any contact in regard to the proposal initiated by an Offeror with any CSPDC official, other than the designated contact is explicitly prohibited. Any unauthorized contract may be deemed ground for disqualification for any Offeror from further review.

### **3.9 PROPOSAL FORMAT AND CONTENT**

Proposals shall be prepared in 8 1/2"x 11" format simply and economically, providing concise descriptions of services to be offered, placing emphasis on completeness and clarity. Offerors are encouraged to elaborate on their qualities and performance history including staff, experience pertinent to the scope of services for this project.

Interested firms shall **submit electronically** their Proposal providing general background information on the firm and the following specific information in the order listed below.

Preferred font size is 12 or larger.

Proposals shall include a table of contents and sections clearly separated according to the categories below. Each section must begin on a new page. The proposal shall be limited to no more than fifty (50) numbered pages excluding the table of contents, index, RFP Cover Sheet and signed certification forms, including any attachments to this RFP that must be completed.

The Offeror is required to submit the following items as a complete proposal. The proposal is to be organized into the following categories and sections:

#### **A. Capability and Experience of the Firm**

Contractor/Firm shall provide a brief description of experience of the firm and the location of the office from which the work will be provided. The profile should illustrate that the firm possesses the resources and capability to successfully perform the work required for this project. This section shall also provide a brief description of current experience of the firm, with particular emphasis on completed public transit projects similar to that requested. Experience claimed shall be current and relevant. Offerors shall not include claims of firm experience accomplished by persons no longer associated with the firm. Experience claimed shall be current and relevant. The required information shall be set forth as follows:

- a. Identify the project and locality
- b. List the beginning and ending dates for design and construction.

- c. Show the budget for the project, architect/engineer's estimate, final cost, and number of change orders.
- d. List name, telephone, and email address of contact person

## **B. Qualifications of Personnel to be Assigned to the Project**

This section shall clearly identify all disciplines (including subcontractors) and personnel to be assigned to the project. The proposal shall contain names and brief resumes outlining technical qualifications and recent completion of current relevant training, and what each person will do on the project and their specific experience for that role. Provide the name and experience for the lead designer.

Each Offeror must demonstrate that they have completed designs for a minimum of three (3) and no more than five (5) renovations of similar size and scope, preferably public transit related, or have included an expert in the development of such projects on the proposed project team who has designed at least three renovations of similar size and scope.

Subcontractors proposed as part of the project team shall be active participants in all phases of work related to their discipline from beginning to end. The principal firm shall be responsible to the Owner for the work of all associates, and subcontractors, whether or not they are employees of the Contractor/Firm. Inclusion of Disadvantaged Business Enterprise vendors should be noted.

## **C. Understanding of Scope of Services/Project Approach**

A narrative of the firm's approach to the project shall be included. This proposed work plan shall indicate the methods to be used for exchange of information and include a tentative schedule of work with possible progress meetings. Provide an outline describing how your firm and project team will manage this project, quality control, strengths of the project team, interdisciplinary coordination, and insights based on prior experience with similar projects. Proposal shall contain statements regarding the Contractor's philosophy regarding client services and their perception of the roles and relationships between Owner, Consultant(s), construction contractor, and other stakeholders as pertinent in the construction process for a public transit agency.

## **D. Capability for Timely Response**

This section shall contain information explaining the Offeror's current workload and ability to absorb the work of this project simultaneous with other commitments. The required information shall be set forth as follows:

- a. Proximity of engineering firm's office to CSPDC (driving time).
- b. Information on delivery of past projects on time and within budget. Provide execution time (contract/actual); construction cost (estimated/actual); and any problems encountered, and solutions devised/applied.
- c. Proposed Schedule for this project, including all the Work Phases presented in Section 2.4 of the RFP.

## **E. Compliance with Contractual Terms**

Provide a definitive statement of intent to comply with the contract terms and conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal.

## **F. Signed Forms and Certifications**

Complete all forms located at the beginning of this RFP, providing original signatures where requested. Also include the GSA SF330 form in **Attachment A**. Scan all forms and include in this section of the Proposal. The Successful Offeror will be asked to mail originals upon notification of intent to award.

Note: the forms contained in this section do not count toward the 50-page limit.

### **3.10 EVALUATION CRITERIA (TOTAL POSSIBLE = 100 POINTS)**

The following criteria will be used to evaluate proposals:

1. Understanding of the Project Scope to include overall quality and completeness of proposal. (20 points)
2. Depth and breadth of experience of the principal firm and subcontracts including technical qualifications of personnel assigned to the project and the workload of the firm and their ability to complete the project expeditiously. (20 points)
3. Demonstrated ability to provide services that are responsive to client's needs, particularly in relation to quality assurance and interdisciplinary coordination. (20 points)
4. Experience of the firm in completing similar projects on schedule and within allocated budget as well as experience in providing Construction Administration services with similar projects. (20 points)
5. Workload of the firm and their ability to complete the project expeditiously, including the proposed project schedule. (20 points)

### **3.11 EVALUATION PROCESS**

An Evaluation Committee shall review proposals and select the successful offeror.

CSPDC will comply with the Brooks Act and select the most qualified consultant firm based upon the scope of the entire project. Evaluation of submittals will be based on a two-part process. Following evaluation of the technical proposal, the CSPDC will open the price proposal of the highest ranked proposer. During negotiations, required cost data elements will be reviewed and discussed. If such negotiations are unsuccessful, the CSPDC may terminate negotiations and open the price proposal of the second-highest ranked proposer. If negotiations are conducted with the second-highest ranked proposer and if those negotiations are unsuccessful, the CSPDC may continue down the list, or may choose to reject all proposals and start over again.

The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

The Notice of Award shall be posted on the [CSPDC website](#) for public notice.

### **3.12 REFERENCES**

References may be contacted at the discretion of CSPDC. Typically, only references of those Offerors that receive high rankings are contacted. CSPDC reserves the right to contact entities other than those listed or in addition to those furnished in the proposal. The Contractor/Firm shall furnish CSPDC all such information and data as may be requested for this purpose.

### **3.13 AWARD OF CONTRACT**

The Fixed Price Contract will be awarded to the responsible Offeror whose proposal, conforming to this solicitation, will be most advantageous to the CSPDC according to the criteria outlined herein.

Notification of Award will be issued in writing by CSPDC and posted on the [CSPDC website](#) in a designated post for this solicitation. Upon notification, the Successful Offeror(s) shall submit to CSPDC's procurement representative all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by CSPDC, the procurement representative will forward a contract to the Successful Offeror for execution. Work shall not be started until the Successful Offeror receives a fully executed contract, and a written Notice to Proceed is issued by the CSPDC Project Manager. Should the successful Offeror fail to execute the contract within ten (10) calendar days after receipt and submit the required Insurance Certificates, CSPDC may, at its option, determine that the Offeror has abandoned the Contract and thereupon, the Proposal and acceptance may be determined null and void. CSPDC may also seek all available remedies at law and equity.

Unilateral changes in proposal prices by the Offeror shall not be allowed. However, CSPDC, at its sole discretion, reserves the right to negotiate with Offerors.

## **4. SPECIAL TERMS AND CONDITIONS**

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### **4.1 ASSIGNMENT**

The Contractor/Firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the CSPDC.

### **4.2 SIGNATURES**

All documents to be delivered pursuant to this solicitation, requiring a signature, may be executed via handwritten (manual), stamped, electronic (portable document format), photocopied, digital or scanned signature. A signed copy of the documents by any of the means listed above shall be deemed to have the same legal effect as delivery of an original executed copy.

### **4.3 INSURANCE**

The Contractor/Firm shall be responsible for its work and every part thereof, and all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk



of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage to injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract.

The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

Workers Compensation and Employer's Liability to protect the Contractor from any liability or damages, for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

Comprehensive General Liability Insurance to protect the Contractor, and the interest of CSPDC, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automotive policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

**1. Workers Compensation and Employers Liability**

- a. Coverage A – Statutory
- b. Coverage B - \$100,000/\$100,000/\$500,00
- c. A broad form of all states endorsement should be attached

**2. Commercial General Liability Including Contractual and Completed Operations**

- a. Limit of Liability - \$100,000 per occurrence

**3. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage**

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

- a. Limit of Liability - \$1,000,000 per occurrence

**4. Products/Completed Operations**

- a. Limit of Liability - \$2,000,000 AGG

**5. Professional Liability – Liability for Error and Omissions in the Performance of the Contract**

- a. Limit of Liability - \$2,000,000 per occurrence

**6. Personal/Advertising Injury**

- a. Limit of Liability - \$1,000,000 per occurrence

**7. General Aggregate:**

- a. Limit of Liability - \$2,000,000

**8. Fire Damage Legal Liability**

- a. \$100,000 per occurrence

The following provisions shall be agreed to by the Contractor:

No change, cancellation, or non-renewal shall be made in any insurance coverage without forty-five (45) day written notice to the CSPDC. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

Liability Insurance "Claims Made" basis:

If the Liability Insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same.

The Contractor must:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
2. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. CSPDC reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
3. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A: VII Rating.
4. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
5. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by CSPDC. These certified copies will be sent to CSPDC from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
6. Any certificates provided shall indicate the Contract name and number.
7. CSPDC, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage CSPDC may possess." (Use "loss payee" where there is an insurable interest).
8. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
9. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
10. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
11. The Contractor agrees to waive all rights of subrogation against CSPDC, its officers, employees, and agents.

#### **4.4 INDEMNIFICATION**

The Contractor hereby binds himself and his successors to indemnify, defend and save harmless CSPDC, their subsidiaries, and their respective officers, directors, trustees, agents and employees, from all suits and actions of every name and description brought against them, and all costs or damages to which they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor, its employees, agents and representatives in the performance of the contract; and that the whole or so much of the moneys due to the Contractor under and by virtue of this Contract, as such or may be considered necessary by CSPDC, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of CSPDC. The said Contractor further agrees to indemnify and save harmless CSPDC, their subsidiaries, and their respective officers, directors, trustees, agents and employees against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against them by reason of any injury sustained by any of the Contractor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.

#### **4.5 TAXES**

Sales of items purchased directly by CSPDC under the Contract shall be exempt from state sales and use tax and federal excise and transportation taxes to the extent permitted by law. State sales and use tax certificates of exemption, and CSPDC federal excise tax exemption registration number will be furnished upon request. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by the Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

#### **4.6 CONFLICT OF INTEREST**

Unless specifically exempted from the conditions of this provision by the CSPDC, any entity or party which develops or drafts specifications, requirements, statements of work, solicitations, or otherwise is in a position to influence the nature, scope or conditions of a subsequent CSPDC solicitation or contract, shall be excluded from competing under such solicitation or receiving such contract. If an offeror is uncertain whether or not a conflict exists, it should promptly contact the CSPDC for a determination.

Such inquiries and responses will not be published to other potential bidders. FTA Circular 4220.1F VI, 2, a. (4) (h) and §2.2-4300 et. seq and §2.2-3100 et. Seq of the Code of Virginia define prohibitions on personal and organizational conflicts of interest, which are further discussed in §2.4.2.2.2 and Appendix B.10 of FTA's Best Practices Procurement Manual. In general, a personal conflict of interest reflects an individual's ability to influence the award of a contract and to profit from the result of that award. An organizational conflict exists when any of the following exist: (1) a firm has access to non-public information as the result of performing a government contract and can use that information to advantage in competing for another government contract; (2) a firm influences the ground rules (specification or contractual terms) for a government solicitation, potentially biasing those ground rules in its own favor; or (3) a firm's work under one government contract requires it to evaluate itself or its work product under another contract, impairing its objectivity.

Should an offeror be aware of a potential conflict of interest, it shall identify the potential conflict in its proposal, together with measures it proposes to remove or mitigate the conflict. Should any person or entity planning to submit an offer hereunder be aware of any situation which may fall under the above prohibitions, it shall, no later than the

time of submittal of its offer, identify in writing to the CSPDC (1) the nature of the potential conflict; (2) steps it may take to mitigate the conflict; and (3) request a waiver of the conflict. The decision of the CSPDC regarding such potential conflicts and possible mitigation measures shall be final. Failure to submit such as statement before or with an offer shall be deemed a certification by the offeror that, to the best of its knowledge and belief, no such conflict exists. In the event that an offeror fails to disclose such conflict as required herein, its offer may be rejected. Should an offeror become aware of a potential conflict after the submittal of an offer, it shall promptly notify the CSPDC in writing, providing the information required above together with a statement of why the conflict should not have been identified prior to submittal of the offer.

#### **4.7 CONSTRUCTION CONTRACTS WITH ARCHITECTURAL AND ENGINEERING FIRMS**

No contract for construction of any project or item for which architectural and engineering services are provided under this Contract shall be awarded to the Contractor, any of its Subcontractors, or any of its subsidiaries or affiliates.

#### **4.8 COVENANT AGAINST CONTINGENT FEES**

The consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, CSPDC shall have the right to annul this contract without liability or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **4.9 GRATUITIES**

In connection with performance of work required under this contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Consultant, or any agent, representative or other person deemed to be acting on behalf of the Consultant, or any supplier or subcontractor furnishing material to or performing work under this Consultant, or any agent representative or other person deemed to be acting on behalf of such supplier or subcontractor, to CSPDC, officer, or employee of CSPDC; or to any director, officer, employee or agent of CSPDC's agents, consultants, representatives or other persons deemed to be acting for or on behalf of CSPDC with a view toward securing favorable treatment with respect to the awarding or amending, managing, or the making of any determinations with respect to the performing of such contract is expressly prohibited. Violation of this provision shall be deemed an instance of default hereunder.

#### **4.10 INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION**

Reasonable grounds for believing that an Offeror is interested in more than one Proposal for a solicitation, including both as an Offeror and as a Subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected Proposals. However, an individual or entity acting only as a Subcontractor may be included as a Subcontractor on two or more different Offerors' Proposals. Offerors rejected under this provision will also be disqualified if they respond to a re-solicitation for the same work.

#### **4.11 FINANCIAL STATEMENT**

- A. CSPDC will conduct a pre-award evaluation of the selected Offeror's "professional services" cost proposal having a value greater than \$100,000 prior to award of a Contract. The Offeror is required to submit a Federal Acquisition Regulation (FAR) audit meeting the requirements of Part 31 of Title 48 of the Code of Federal Regulations when a prime or combined prime and subconsultant cost proposal has a value of \$100,000 or more.

- B. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the Proposal, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
- C. CSPDC will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal. CSPDC considers a non-public financial statement submitted pursuant to this Section to be proprietary information that is not subject to disclosure under the Virginia Freedom of Information Act.

#### **4.12 LABOR RATES**

The Successful Offeror will be required to submit a copy of their certified/audited labor rates. The Contract shall contain labor rates on a manhour basis for various disciplines. The number and type of disciplines are subject to final determination during negotiations with the selected Contractor. Each rate shall include direct costs, overhead including general and administrative expenses (G&A), and profit. Direct costs and profit will remain fixed for the term of the contract. Overhead rates may be subject to an adjustment based on an audit performed by a cognizant Federal or State governmental agency of actual costs incurred for a given period.

#### **4.13 REIMBURSABLE EXPENSES**

Contract fees shall include all expenses for performing the necessary work, including professional charges and reimbursable expenses. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the work performed for: transportation and subsistence incidental thereto; toll telephone calls; reproduction of reports, drawings, and specifications; computer time, including an appropriate charge for previously established programs. All reimbursable expenses must be approved in advance by CSPDC and in accordance with the Contract.

#### **4.14 WORKMANSHIP AND INSPECTION**

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. CSPDC may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the CSPDC. Further, CSPDC may, from time to time, make inspections of the work performed under the Contract. Any inspection by CSPDC does not relieve the Contractor from any responsibility in meeting the Contract requirements.

#### **4.15 SUBSTITUTIONS**

The Contract is based on the materials, equipment and methods described in the Contract documents that will allow for compliance to all Federal, State, and Local rules and regulations. No substitutions or cancellations shall be permitted after award without the written approval of CSPDC. CSPDC will consider requests for substitutions of materials, equipment and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.

The Contractor shall not substitute materials, equipment or methods unless CSPDC has specifically approved such substitutions in writing. Substitutions, if approved, shall be without any additional compensation from CSPDC, unless approved otherwise.

#### **4.16 SUBCONTRACTING**

- A. In the event the Contractor desires to subcontract part of the work specified herein, the Contractor shall submit with the Proposal, a list of the Subcontractors anticipated to be utilized during the course of the Contract and their required certifications, qualifications, experience, project assignment and contact information.

- B. During the period of performance, the Contractor shall not substitute Subcontractors and/or the Subcontractors' key personnel without the prior written approval of CSPDC. Any new Subcontractors must be identified as per Paragraph A above. The Contractor shall provide CSPDC with information as to the circumstances necessitating the proposed change and other information as requested.
- C. Proposed substitutions must have comparable qualifications and experience to those being replaced. CSPDC will notify in writing the Contractor within ten (10) calendar days after the receipt of all required information if this change is approved. CSPDC and the Contractor shall subsequently amend the required Contract documents.
- D. CSPDC reserves the right to request from the Contractor during the solicitation process and any time during Contract performance, additional information about a Subcontractor proposed by the Contractor, that CSPDC deems necessary to evaluate the qualifications of the Subcontractor.
- E. The Contractor shall, however, remain fully liable and responsible for the work to be done by its Subcontractor(s) and shall assure compliance with all requirements of the Contract.
- F. The volume of work performed by the Subcontractor(s) shall not exceed forty-nine percent (49%) of the total Contract value.

#### **4.18 LITIGATION AND NOTIFICATION**

The Contractor shall notify CSPDC if any of the following occur:

- A. The Contractor is served with a notice of violation of any law, regulation permit or license that relates to this Contract;
- B. Proceedings are commenced which could lead to revocation of permits and licenses related to the work of this Contract;
- C. Permits, licenses or other Government authorizations relating to this Contract are revoked;
- D. Litigation is commenced in which the Contractor is a named party who is otherwise a provider of indirect services or products under this Contract; or
- E. The Contractor becomes aware their equipment or facilities or actions relating to this Contract are not in compliance with laws or regulations

#### **4.19 INSPECTION OF SERVICES**

Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of this Contract.

The Contractor shall provide and maintain an inspection system acceptable to CSPDC covering the Services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to CSPDC during Contract performance and for as long afterwards as the Contract requires.

CSPDC has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. CSPDC shall perform inspections and tests in a manner that will not unduly delay the work.

If any of the services do not conform to Contract requirements, CSPDC may require the Contractor to perform the services again in conformity with Contract requirements at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, CSPDC may require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and reduce the Contract price to reflect the reduced value of the services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, CSPDC may (a) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by CSPDC that is directly related to the performance of such service or (b) terminate the Contract for default.

#### **4.20 COUNTERPARTS**

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

#### **4.21 WORK UNDER THE CONTRACT**

Work may not commence under this Contract until all conditions for commencement are met, including execution of the Contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed. The Contractor's work shall be continuous and uninterrupted throughout the Contract and the Contractor shall take all reasonable measures necessary to ensure timely delivery of work.

#### **4.22 LICENSURE**

To the extent required by the Commonwealth of Virginia (see e.g., 54.1-1100 et seq. of the Code of Virginia) or CSPDC, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

#### **4.23 REGISTRATION OF PROFESSIONAL SERVICE PROVIDERS**

A. A person, corporation, partnership or other entity engaging in the practice of architecture, professional engineering, land surveying, certified landscape architecture or any combination thereof shall not offer to provide or provide such services to CSPDC unless:

1. It is registered with the Commonwealth of Virginia State Board for Architects, Professional Engineers, Land Surveyors and Landscape Artists ("Board") in accordance with the Code of Virginia, Sections 54.1-411 (business entities) or 13.1-549 (professional corporations); or
2. Is exempted from registration because of its status as a sole proprietorship, as defined in the statute.

B. By submitting a signed Proposal, an Offeror certifies that it has the required registration or is exempt from the requirement. CSPDC may also require an Offeror to provide proof of registration or exemption. For further information on the registration requirement, contact the Board at the Virginia Department of Commerce, 3600 West Broad Street, Richmond, Virginia 23230, telephone number (804) 367-8500.

#### **4.24 GSA SF330**

The Contractor/Firm shall complete the GSA SF330. A copy is contained in **Attachment A**.

#### **4.25 SEVERABILITY**

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

#### **4.26 CSPDC NOT LIABLE FOR DELAYS**

It is agreed that CSPDC shall not be liable to the Contractor or its agents or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of CSPDC or any other party hereunder.

#### **4.27 USE OF CSPDC'S NAME**

No advertising, sales promotion or other materials of the Contractor or its agents or representatives may identify or reference this Contract or CSPDC in any manner absent CSPDC's prior written consent. As a condition of entering into this Contract, the Contractor further agrees to refrain from the following, absent CSPDC's prior written approval:

(a) Making any statement to the media regarding the subject matter of this Contract; or (b) making any statement to the media on any issue which is in CSPDC's judgement likely to cause CSPDC or CSPDC staff to be viewed as anything other than neutral with respect to the subject matter of this Contract, or cast doubt on the competence or integrity of CSPDC or the Contractor. Failure to comply with this requirement by the Contractor shall constitute a material breach and shall entitle CSPDC to terminate this Contract for default.

#### **4.28 DURATION OF OBLIGATION**

The Contractor agrees that all of Contractor's obligations and warranties which directly or indirectly are intended by their nature or by implication to survive Contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the Contract.

#### **4.29 NO TERMINATION OR SUSPENSION OF SERVICES**

Notwithstanding anything to the contrary contained herein, and even if any claim or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall the Contractor interrupt or suspend or terminate the provision of services to CSPDC or perform any action that prevents, impedes, or reduces in any way the provision of Services or CSPDC's ability to conduct its activities, unless: (i) authority to do so is granted by CSPDC or conferred by a court of competence jurisdiction; or (ii) the Term of this Agreement has been terminated and the Contractor has performed all obligations under the Contract.

#### **4.30 TERMINATION**

Terms and conditions relating to Termination shall be as stated in Section 11 of **Attachment C**.

#### **4.31 SAFETY**

Safety and Health Regulations – The Contractor/Firm shall be responsible for initiating, maintaining, and supervising all applicable Federal, State, and Local safety precautions and programs in connection with the work. It is a condition of this RFP and the resultant contract that any contractor or subcontractor shall not require any employee hired in the performance of this contract to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by Federal Occupational Safety and Health Administration (OSHA) work and health standards.

#### **4.32 KEY PERSONNEL**

- A. Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under the Contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for approval as part of the proposal for evaluations. No substitutions may be made except in accordance with this clause.
- B. The Contractor must submit to the CSPDC Project manager all proposed substitutions, in writing, at least fifteen (15) days in advance and provide the information required by paragraph C below.
- C. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the CSPDC Project Manager. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. CSPDC will evaluate such requests and promptly notify the Contractor in writing of its approval or disapproval. If disapproved, CSPDC may, at its sole discretion, permit the



Contractor to promptly submit an alternate substitution.

- D. The provisions of this Section shall be applicable to any subcontract which may be entered into.
- E. In the event that any of the identified Key Personnel cease to perform under the Contract and the substitute is disapproved, the Contract may be immediately terminated in accordance with the Termination for Default provision of the Contract.

#### **4.33 DESIGN WITH FUNDING LIMITATIONS**

- A. The Contractor shall accomplish the design services required under this contract to permit the award of a contract, using standard CSPDC procedures, for the construction of the project designed, at a price that does not exceed the estimated construction contract price. When bids for the construction are received that exceed the estimated price, the Contractor shall perform such redesign and other services as necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of the Contract. However, the Contractor shall not be required to provide such additional services at no cost to CSPDC if the unfavorable bids are the result of conditions beyond the Contractor's reasonable control.
- B. The Contractor shall promptly advise CSPDC if it finds that the project being delivered will exceed or is likely to exceed the funding limitations and it is unable to design a usable transit hub within these limitations. Upon receipt of such information, CSPDC will review the Contractor's revised estimate of construction cost. CSPDC may, if it determines that the estimated construction contract price is so low that award of a construction contract not in excess of such estimates is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction budget. When bids are not solicited or are unreasonably delayed, CSPDC may prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids to determine compliance with the funding limitation.

#### **4.34 PREPARATION OF SPECIFICATIONS AND COORDINATION WITH CONTRACT DOCUMENTS**

- A. The Contractor's documents shall be coordinated with CSPDC's procurement requirements, including change orders (modifications). The Contractor's documents shall not contain statements or requirements which conflict with, or unnecessarily duplicate the provisions of CSPDC's procurement documents.
- B. The Contractor shall make reference to applicable Federal specifications, if available, for items and materials used. If Federal specifications are not available, the Contractor shall reference specifications prepared by recognized professional manufacturers or construction societies or furnish descriptions of the items or materials containing all the salient characteristics of function, performance, design requirements and quality of the item described. When an item or material cannot be described because of its technical construction or composition or because it is a proprietary item, the manufacturer and model number of one, and if available, several suitable commercial products shall be included as part of the required description, followed by the words "or approved equal".
- C. If it is determined that one and only one brand of item or material will meet the requirement, the Contractor shall so state and shall give full justification for that determination. Specifications shall not duplicate, contradict or cover the same subject matter contained in the general and special provisions to be used with the contract. A complete set of contract general and special provisions will be furnished to the Contractor by CSPDC.

#### **4.35 INELIGIBLE PROPOSERS**

No excluded proposer listed on the U.S. Government's System for Award Management (SAM) or otherwise barred from public contracting by the U.S. government or the Commonwealth of Virginia shall be awarded a

contract hereunder. SAM may be found at <https://www.sam.gov/SAM>; The Virginia Department of General Services Debarred List and Suspended List may be found at <https://eva.virginia.gov/index.html>.

#### **4.36 OWNERSHIP OF WORKS AND INVENTIONS**

All documents, reports, recommendations, supporting documentation, works of authorship, inventions, improvements, data, processes, computer software programs and discoveries (hereafter called intellectual property or IP) conceived, created or furnished under this Agreement and paid for by CSPDC shall be the sole property of CSPDC, with no rights of ownership in Contractor or any sub-consultants/sub-contractors. This Agreement shall operate as an irrevocable assignment by Contractor and sub-consultants/sub- contractors to CSPDC of the copyright in any IP created, published or furnished to CSPDC under this Agreement including all rights thereunder in perpetuity. Consultant and sub-consultants/sub-contractors shall not patent any IP conceived, created or furnished under this Agreement. Consultant and sub- consultants/sub-contractors agree to execute and deliver all necessary documents requested by CSPDC to affect the assignment of the IP to CSPDC or registration or confirmation of CSPDC's rights in or to IP under the terms of this Agreement. Consultant agrees to include the provision in all its sub-contracts under this agreement.

#### **4.37 CONFIDENTIAL INFORMATION**

- A. The Contractor and its employees, agents and Subcontractors shall hold as confidential all CSPDC information obtained under this Contract. Confidential information includes, but is not limited to, non-public personal information; social security numbers; addresses, dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise.
- B. The Contractor must take reasonable measures to ensure that all of its employees, agents and Subcontractors are informed of and abide by this request.

#### **4.38 NOTIFICATION OF OWNERSHIP CHANGES**

The Contractor shall notify CSPDC in writing when the Contractor becomes aware that a change in its ownership is certain to occur. The Contractor shall also include this provision in all subcontracts under this Contract, requiring each Subcontractor to notify CSPDC in writing when the Subcontractor becomes aware that a change in its ownership is certain to occur.

#### **ATTACHMENTS:**

Attachment A:	GSA SF330 Form
Attachment B:	Project Preliminary Concept Documents
Attachment C:	Federal Provisions and Required Clauses (FTA)
Attachment D:	Virginia Contract Clauses
Attachment E:	DemandStar Electronic Bid Instructions

**ARCHITECT-ENGINEER QUALIFICATIONS**

**OMB Control Number: 9000-0157**  
**Expiration Date: 2/29/2024**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

**PURPOSE**

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

**GENERAL INSTRUCTIONS**

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

**INDIVIDUAL AGENCY INSTRUCTIONS**

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

**DEFINITIONS**

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

**SPECIFIC INSTRUCTIONS****Part I - Contract-Specific Qualifications****Section A. Contract Information.**

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

**Section B. Architect-Engineer Point of Contact.**

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

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## Section C. Proposed Team.

### 9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

## Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

## Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

## Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

#### Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

#### Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

#### Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

### SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

### 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

**List of Experience Categories (*Profile Codes*)**

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying: Ground and Air-borne
C08	Codes; Standards; Ordinances	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C12	Communications Systems; TV; Microwave	H02	Hazardous Materials Handling and Storage
C13	Computer Facilities; Computer Service	H03	Hazardous, Toxic, Radioactive Waste Remediation
C14	Conservation and Resource Management	H04	Heating; Ventilating; Air Conditioning
C15	Construction Management	H05	Health Systems Planning
C16	Construction Surveying	H06	Highrise; Air-Rights-Type Buildings
C17	Corrosion Control; Cathodic Protection; Electrolysis	H07	Highways; Streets; Airfield Paving; Parking Lots
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H08	Historical Preservation
C19	Cryogenic Facilities	H09	Hospital & Medical Facilities
D01	Dams ( <i>Concrete; Arch</i> )	H10	Hotels; Motels
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H12	Hydraulics & Pneumatics
D04	Design-Build - Preparation of Requests for Proposals	H13	Hydrographic Surveying
D05	Digital Elevation and Terrain Model Development		
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		



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List of Experience Categories (*Profile Codes continued*)

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Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)						
	PRIME	J-V	PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
<b>23. PROJECT OWNER'S INFORMATION</b>				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>			
<b>a.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

## 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE





## **MEMORANDUM**

To: Ms. Ann Cundy, AICP  
Director of Transportation  
Central Shenandoah Planning District Commission

From: Tyler Beduhn, P.E.  
Ashley Fenouil, P.E.  
Kimley-Horn and Associates, Inc.

Date: November 16, 2021

Subject: Lewis Street Transit Hub Redesign and Rehabilitation

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### **Introduction**

The Central Shenandoah Planning District Commission (CSPDC) is the owner of the Lewis Street Hub (“the Hub”) property in downtown Staunton, Virginia. The property is currently used as a transit hub and allows for City of Staunton free municipal parking. The existing pavement is in need of rehabilitation, and the CSPDC wants to redesign the hub to maximize its potential, creating an accessible and functional hub for BRITE transit riders and operators.

This memorandum summarizes current conditions at the Lewis Street Hub, existing transit services, future facility needs, and provides a concept plan and opinion of probable cost for redesigning and rehabilitating the Hub. The concept plan and opinion of probable cost will be used by the CSPDC in application to the Federal Transit Administration’s (FTA) 5339(b) Grants for Buses and Bus Facilities Program.

### **Current Conditions and Transit Services**

This section summarizes current conditions of the Hub, existing transit service, and multimodal activity. Kimley-Horn received the following information from the CSPDC to support this summary:

- Parking utilization and access/departure mode data for the Hub from CSPDC observations
- City of Staunton license agreement for municipal parking
- Existing conditions sketch
- Parcel data and map
- Transit ridership (on/off counts at the Hub completed by Virginia Regional Transit)
- Staunton Hub Parking Lot – Pavement Cores letter from Draper Aden Associates

## SITE LOCATION AND CURRENT CONDITIONS

### Site Location

The Lewis Street Hub is located at 240 N. Lewis Street in historic downtown Staunton. The parcel location is shown in **Figure 1** below. The Hub is situated on parcel number 4730, which contains 2.239 acres of land, and was purchased by the CSPDC in April 2021. The property was previously owned by American Shakespeare Center (ASC). The portions of the parcel not used for the Hub are wooded and contain steep grades. The parcel is adjacent to residential properties to the north and south, and the Howard Johnson hotel and commercial properties across the street to the east.

The Hub has two driveways onto Lewis Street, which has sidewalk on both sides of the street. The parking lot consists of a one-way drive lane that circles around the parking stalls in the center of the lot. A dirt trail exists that connects to Fillmore Street at the west end of the lot.

Figure 1: Lewis Street Hub Parcel Map



### Current Conditions

The Hub is primarily used as a transfer location and end of line stop for multiple bus routes and trolleys in the BRITE Bus transit system. The facility also contains 34 parking spaces, and the CSPDC grants use of the lot to the City of Staunton for free municipal parking. **Table 1** shows an inventory of existing facility amenities. The lot is also lit by two parking lot lights—each mounted on a wood utility pole on the north and south ends of the lot—in addition to one street light on Lewis Street.

*Table 1: Existing Hub Inventory*

Amenities	Existing Quantity
Bus Shelters	2
Benches	2
Trash Receptacles	2
Bike Racks	1
Bus Stop Signs	2
Total Parking Spaces	34
Accessible Parking Spaces	2

*Source: Kimley-Horn*

The CSPDC had pavement conditions observed and asphalt cores taken by Draper Aden Associates in June 2021 to determine asphalt and stone base thickness and the soil subbase material type. According to the letter to the CSPDC dated July 2, 2021 the pavement contained alligator cracking, potholes, and full degradation of the asphalt down to the stone layer at many locations around the parking lot with a majority of the heavy damage located along the western drive lane. Asphalt thickness was measured to consist of 1 to 2 inches of Surface Mix (SM) asphalt while the stone thickness varied between 2 and 9 inches throughout the parking lot. The soil subgrade was visually classified as a Sandy Clay (CL).

### TRANSIT SERVICES AND MULTIMODAL ACTIVITY

The Hub is served by six transit routes: the 250 Connector, Blue Ridge Community College (BRCC) Shuttle, Downtown Trolley, Saturday Night Trolley, North Loop and West Loop. Transit service is provided from the Hub on weekdays and Saturday. **Table 2** contains details on the hours of service (span) and how frequently each route serves the Hub (headway). **Figure 2** shows route maps.

Four routes (250 Connector, BRCC Shuttle, Downtown Trolley, West Loop) serve the Hub on the half hour, and one route (North Loop) serves the Hub on the hour. This means at any one time, a maximum of four buses stop at the Hub. There are currently four spaces allocated for transit vehicles which is shown in **Figure 3**.

The routes are primarily operated with 30-foot body-on-chassis vehicles. One 32-foot heavy-duty bus is occasionally in used as a spare vehicle on the BRCC Shuttle which serves the Hub.

Table 2: Transit Routes Serving the Hub

Route	Weekday Service (Monday through Friday)		Saturday Service	
	Span	Headway (minutes)	Span	Headway (minutes)
250 Connector	7:30 a.m. – 9:30 p.m.	60	8:30 a.m. – 7:30 p.m.	60
Blue Ridge Community College Shuttle	7:15 a.m. – 10:30 p.m. <sup>1</sup>	60	-	-
Downtown Trolley	10:00 a.m. – 9:00 p.m.	60	10:00 a.m. – 6:00 p.m.	60
North Loop <sup>2</sup>	8:00 a.m. – 8:30 p.m.	60	8:00 a.m. – 5:30 p.m.	60
West Loop <sup>2</sup>	8:30 a.m. – 9:00 p.m.	60	8:30 a.m. – 6:00 p.m.	60

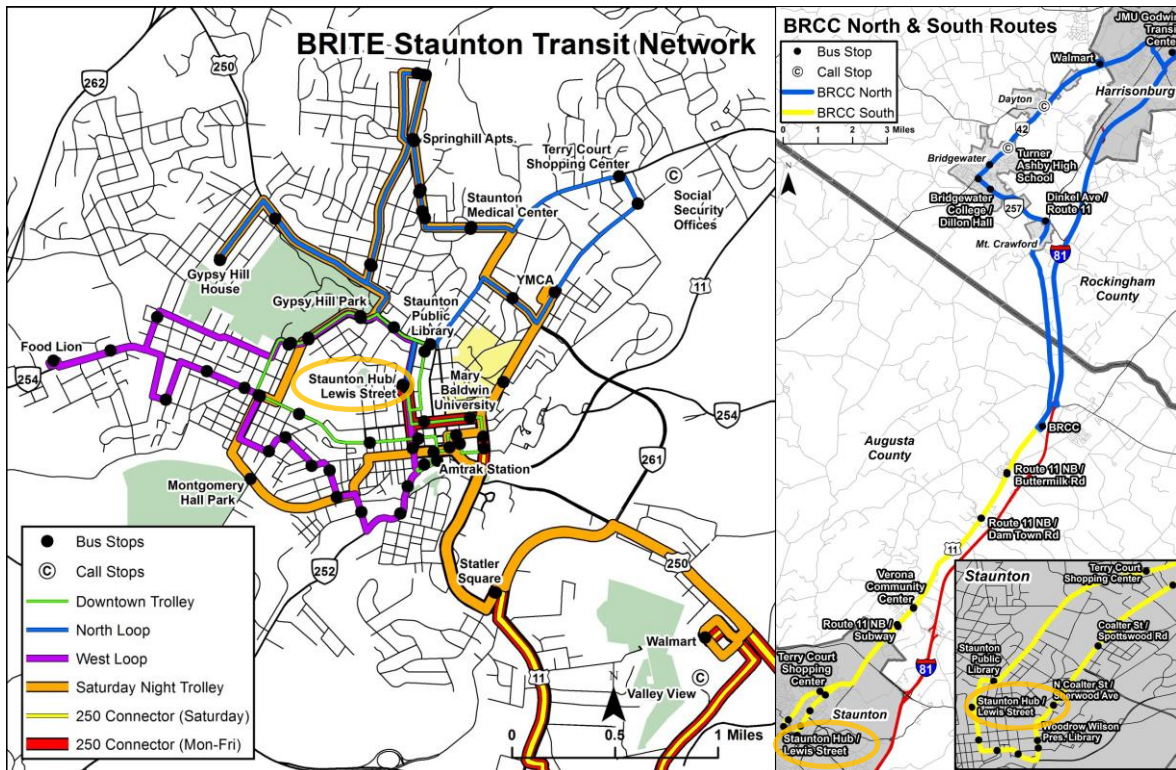
Notes:

<sup>1</sup>Route ends at 7:30 p.m. on Friday

<sup>2</sup>North and West Loops operate with the same bus

Source: CSPDC

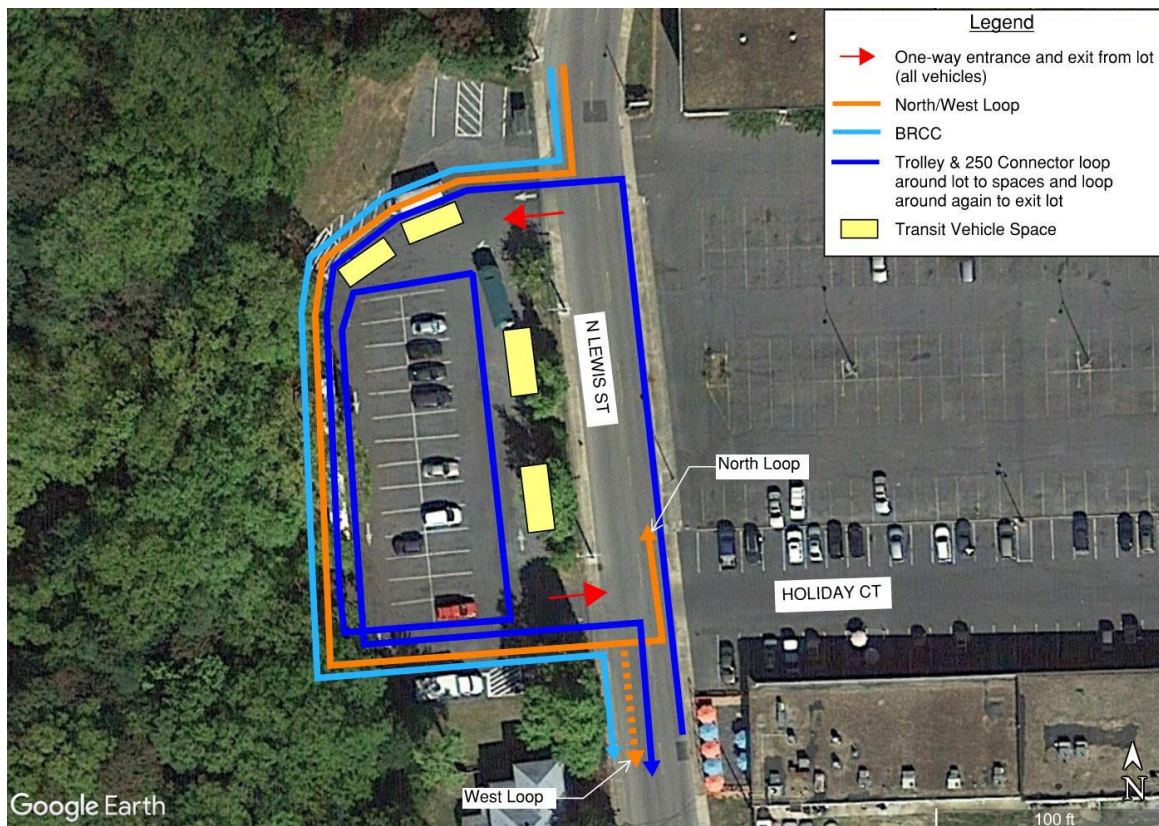
Figure 2: Existing Transit Services



Source: CSPDC



Figure 3: Existing Transit Circulation



Source: Kimley-Horn

Existing transit ridership occurring at the Hub on an average weekday and Saturday is shown in **Table 3**. Over 250 people get on or off a bus at the Hub on a weekday and approximately 140 on a Saturday. On and off counts were collected by Virginia Regional Transit, which operates BRITE Bus service, Monday October 18 through Saturday October 23, 2021.

Table 3: Average Daily Transit Ridership at the Hub

Route	Weekday			Saturday		
	On	Off	Total	On	Off	Total
250 Connector	50	43	93	36	27	63
Blue Ridge Community College Shuttle	19	22	41	-	-	-
Downtown Trolley	17	15	32	11	13	24
North and West Loops	37	52	89	22	32	54
<b>Total</b>	<b>123</b>	<b>132</b>	<b>255</b>	<b>69</b>	<b>72</b>	<b>141</b>

Notes:

Data collected Monday October 18 through Saturday October 23, 2021

Sources: Virginia Regional Transit, Kimley-Horn

The Hub serves as an important exchange point for multiple modes of travel. The CSPDC observed access and departure modes of travel for people using the Hub at the times of the day: morning, midday, and afternoon. Observations were made on Tuesday October 26 and Thursday October 28, 2021. **Table 4** shows a summary of the average multimodal activity for these weekdays.

*Table 4: Existing Multimodal Activity*

Mode	Morning (7:00 - 8:30 a.m.)		Midday (11:15 a.m. - 12:15 p.m.)		Afternoon (4:15 - 5:15 p.m.)		Overall (3.5 hours)	
Arrival at Hub								
Bus	8	(44%)	17	(71%)	12	(75%)	37	(64%)
<i>Non-Transfer</i>	7	(39%)	11	(46%)	6	(38%)	24	(41%)
<i>Transfer</i>	1	(6%)	6	(25%)	6	(38%)	13	(22%)
Dropped Off (Auto)	1	(6%)	0	(0%)	0	(0%)	1	(2%)
Parked (Auto)	1	(6%)	0	(0%)	0	(0%)	1	(2%)
Walk	6	(33%)	7	(29%)	4	(25%)	17	(29%)
Bike	2	(11%)	0	(0%)	0	(0%)	2	(3%)
Total	18	(100%)	24	(100%)	16	(100%)	58	(100%)
Departure from Hub								
Bus	12	(80%)	17	(89%)	8	(50%)	37	(74%)
<i>Non-Transfer</i>	11	(73%)	11	(58%)	2	(13%)	24	(48%)
<i>Transfer</i>	1	(7%)	6	(32%)	6	(38%)	13	(26%)
Picked Up (Auto)	1	(7%)	0	(0%)	1	(6%)	2	(4%)
Parked (Auto)	1	(7%)	1	(5%)	1	(6%)	3	(6%)
Walk	1	(7%)	1	(5%)	6	(38%)	8	(16%)
Bike	0	(0%)	0	(0%)	0	(0%)	0	(0%)
Total	15	(100%)	19	(100%)	16	(100%)	50	(100%)

Notes:

Percentages may not total 100% due to rounding

Average from observations collected on Tuesday October 26, 2021 and Thursday October 28, 2021

Sources: CSPDC, Kimley-Horn

As shown in **Table 4**, the primary mode of arrival at the Hub was via bus during the morning, midday, and afternoon time periods, with 44%, 71% and 75% of people arriving by this mode, respectively. Of the 44% of morning arrivals by bus, 39% were non-transfer. Of the 71% of midday bus arrivals, 46% were non-transfer. Of the 75% of bus arrivals in the afternoon, 38% were non-transfer. Auto drop-off and parking activity account for less than 10% of activity in every period. Walking was the second largest mode of arrival for all three time periods, with 33%, 29%, and 25% of people arriving by this mode in the morning, midday, and afternoon periods, respectively.

Buses were the primary mode of departure from the hub during the morning, midday, and afternoon time periods, with 80%, 89% and 50% of people leaving by this mode, respectively. In the morning period, 73% of the departures by bus were non-transfer while 58% of the bus departures were non-transfer for the midday period. Of the 50% of bus departures in the afternoon, 13% were non-transfer. Auto pick-up and parking accounted for less than 10% of the total overall departure activity. The afternoon period experienced a higher departure by walking mode share compare to the other periods, with 38% of departures taking place by walking.

The CSPDC observations show that existing bus shelters are frequently used and the number of waiting passengers often exceeds the capacity of the two shelters.

## PARKING

The Hub currently contains 34 parking spaces, 2 of which are accessible spaces. Signage for designated tour bus parking exists along the western drive lane, but this is left over from the previous owner and is not a requirement for future design.

As defined by its lease agreement with the City of Staunton, the CSPDC grants the City use of the Hub for free municipal parking.

The CSPDC collected parking utilization data on two weekdays, Tuesday October 26 and Thursday October 28, 2021. Utilization was recorded during three time periods throughout the day: morning, midday, and afternoon. This data is summarized in **Table 5**. The maximum utilization during this data collection period was 10 vehicles or 29% of spaces.

*Table 5: Weekday Parking Utilization by Time of Day*

Period	Tuesday October 26, 2021	Thursday October 28, 2021	Average
Morning (7:00 - 8:30 a.m.)	8 (24%)	7 (21%)	8 (24%)
Midday (11:15 a.m. - 12:15 p.m.)	10 (29%)	8 (24%)	9 (26%)
Afternoon (4:15 - 5:15 p.m.)	7 (21%)	7 (21%)	7 (21%)

Sources: CSPDC, Kimley-Horn

Parking observations showed the Hub is used for both long-term parking (vehicles parked during multiple time periods and on both days) as well as short-term parking (vehicles observed in one time period but not the next). Four vehicles—one tractor cab, one box truck, and two passenger vehicles—were parked all day on Tuesday October 26 and were also parked on Thursday October 28. Short-term parking activity included people parking to board a bus, passengers being dropped off to board a bus, or people parking and leaving the lot as a pedestrian.

## Future Service and Facility Needs

The CSPDC is currently developing a Transit Development Plan to understand the future needs of the BRITE transit system. At this time, there are no anticipated changes in transit service that would require additional space for buses at the Hub compared to existing conditions. The CSPDC plans to maintain capacity for four buses and does not anticipate the need for additional bus spaces.

The data collected established the existing parking utilization to be around 29%, which is significantly below the capacity. There is no apparent need to expand the number of provided spaces because there is sufficient capacity for future use. Additionally, a slight reduction in number of spaces, if required to optimize circulation and transit activity, would not reduce the functionality of the Hub.

The future amenity needs for the Hub were discussed at meeting between the CSPDC, City of Staunton, Virginia Regional Transit, and Kimley-Horn on October 26, 2021. The future facility needs and considerations are as follows:

- Shelters
  - There are two existing bus shelters which should be maintained and relocated if necessary
  - An additional shelter is needed given high utilization of existing shelters
- Benches
  - There are two existing benches within the existing bus shelters
  - People sit on the hill in the northwest corner of the Hub, and there is a need for additional seating
- Trash Receptacles
  - The two existing trash receptacles adjacent to bus shelters should be maintained
  - There is a need to potentially increase number of trash receptacles—it was noted that the most people are willing to walk to throw out trash is about 20 to 30 feet
- Bike Racks
  - The existing bike rack is lightly used but should be maintained and relocated if needed
  - Most bikes using the Hub are exchanged from one bus to the next



- Static Signage
  - Currently have bus stop signage near each shelter, which should be maintained and relocated
  - Allow space to add route maps in the future
  - Maintain wayfinding signage for path up to Fillmore Street
- Dynamic Signage
  - Plan space to accommodate real-time information stanchions in the future
  - Include conduit/stub-ups for future power/communication
- Lighting
  - Need to work within historic context and design standards for lighting, similar to what is being used on Central Avenue
- Buses
  - Current vehicles using the Hub ranges from 30- to 32-foot buses
  - No future need to accommodate larger buses
- Parking
  - Include at least three electric vehicle parking spaces in the future design of the lot
  - Maintain as many parking spaces as possible
  - Consider porous pavement if not cost-prohibitive
- Other Facilities
  - Driver facilities (e.g., bathroom) are not recommended due to the added maintenance requirements and overall cost

## Concept Plan and Opinion of Probable Cost

### Design Considerations

Conceptual designs to redesign the existing Hub were compiled based on the facility needs and uses listed in the preceding sections. A few key features of the final drafted concept are described below.

- **Access:** The proposed concept maintains two access points off of Lewis Street; in the proposed condition both will be converted to two-way access points to allow entering and exiting vehicular traffic. This will provide ease of use for vehicles whose destination is the asphalt parking lot at the center of the Hub. Transit vehicles will continue to use the northern access as an entrance only, and the southern access as an exit only—due to circulation patterns and routes this will be the most efficient use of the space. All transit routes will circulate counterclockwise to reach drop-off lanes on the west side of the site. The existing trail connection to Fillmore Street will be provided from the bus drop-off and pick-up area.
- **Transit Lanes:** There is space for four to five parked buses at one time along the western curb line. Buses will pull up via a 12-foot dedicated lane, and have a 10-foot passing lane to

- utilize if schedules don't allow a "first-in first-out" circulation pattern. The two existing shelters will be relocated to this area for reuse. An additional shelter is proposed to accommodate additional seating needs. This configuration will consolidate all passenger activity to one area and provide safe, dedicated, pedestrian infrastructure to navigate the Hub.
- **Seating and Amenities:** Short retaining wall seating and earthen terraced seating are shown nearest the transit lanes and the northwest corner of the site where there is an existing hill. The existing topography will be leveraged to accommodate seating for waiting passengers. The shelters will feature benches, and trash receptacles will be provided. The existing bike rack will also be relocated; the concept shows it placed on the north side of the site.
  - **Lighting:** The proposed layout encourages activity on the west side of the site. Since this is further from the existing roadway and adjacent developments, lighting is important to encourage a safe environment. Conceptual light pole locations are shown near the shelters.
  - **Parking:** The proposed layout accommodates 29 parking spaces. The parking space count includes two ADA accessible spaces and four dedicated for electric vehicle (EV) charging stations. The ADA spaces are closest to the ADA path that leads users via accessible ramps, sidewalk, and crosswalk to the bus drop-off and pick-up area. The EV charging stations are located on the northern side of the site—in existing conditions those are ADA spaces. The remainder of spaces are for vehicular parking and passenger pick-up and drop-off. It is anticipated that about ten spaces will be used for transit-related needs: temporary parking (kiss-and-ride) use, and longer term parking (park-and-ride) use. The remaining 13 spaces are anticipated to be used by City patrons for municipal parking (as discussed in previous sections).
  - **Landscaping:** Green space is incorporated into the lot and conceptually shown to consider landscaping and plantings. Plant types will be specified in a future phase of design and will consider local regulations, safety, and placemaking.







## Attachment C

### **FEDERAL PROVISIONS, REQUIRED CLAUSES, AND CERTIFICATIONS**

As a recipient of federal funding, CSPDC is required to comply with all applicable Federal laws and regulations. This requirement extends to vendors that contract with CSPDC to provide goods or services. This attachment includes a compilation of required federal clauses and certifications that a vendor must adhere to when working on CSPDC contracts. Some requirements apply to all contracts, while some apply to contracts that meet specific criteria. The listing below and the following pages show the number of the clause or requirement and to which contracts the provisions apply.

#### **All FTA Assisted Third Party Contracts and Subcontracts**

1. No Federal Government Obligations to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Changes to Federal Requirements
5. Civil Rights and Equal Opportunity
6. Disadvantaged Business Enterprises (DBEs)
7. Incorporation of FTA Terms
8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
9. Safe Operation of Motor Vehicles
10. Resolution of Disputes, Breaches, or Other Litigation (*Exceeding Simplified Acquisition Threshold*)

#### **Awards Exceeding \$10,000**

11. Termination
12. Special EEO Provisions for Construction Contracts

#### **Awards Exceeding \$25,000**

13. Government-Wide Debarment and Suspension
14. Notice to FTA and U.S. Inspector General of Fraud, Waste, and Abuse, or Other Legal Matters

#### **Awards Exceeding \$100,000**

15. Lobbying

#### **Awards Exceeding \$150,000**

16. Buy America
17. Clean Air
18. Clean Water

#### **Transport of Property or Persons**

19. Cargo Preference
20. Fly America

#### **Construction Activities**

21. Construction Employee Protections (Davis-Bacon Act)
22. Construction Employee Protections (Contract Work Hours and Safety Standards Act)
23. Construction Employee Protections (Sections 1&2 Copeland Anti-Kickback Act)
24. Bonding for Construction Activities (*Exceeding Simplified Acquisition Threshold*)
25. Seismic Safety

#### **Non-Construction Activities**

26. Non-construction Employee Protection (Contract Work Hours and Safety Standards Act)

#### **Transit Operations**

27. Transit Employee Protective Arrangements
28. Charter Bus Operations
29. School Bus Operations
30. Drug and Alcohol Testing

#### **Planning, Research, Development, & Demonstration Projects**

31. Patent Rights and Rights in Data

#### **Miscellaneous Special Requirements**

32. Energy Conservation
33. Recycled Products
34. Conformance with National ITS Architecture
35. Access for Individuals with Disabilities
36. Assignability Clause

#### **Vehicle Requirements**

37. Bus Testing
38. Buy America – Rolling Stock
39. Pre-Award and Post-Award Audits of Rolling Stock Purchases
40. Federal Motor Vehicle Safety Standards (FMVSS)

#### **Certification Forms (Attachments)**

- A. Debarment and Suspensions – Prime Contractor
- B. Debarment and Suspensions – Subcontractor
- C. Lobbying
- D. Federal Tax Liability and Recent Felony Convictions
- E. Buy America (Steel, Iron, or Manufactured Products)
- F. Buy America (Rolling Stock)
- G. Pre-Award Review (Rolling Stock)
- H. Post-Delivery Review (Rolling Stock)
- I. Bus Testing Certification

## **FEDERAL PROVISIONS AND REQUIRED CLAUSES**

The following federal clauses and provisions are incorporated by reference in any contract resulting from this procurement issued by CSPDC. Some clauses apply to all contracts, while some only apply to certain activities or dollar thresholds. The application of each clause is included in the following summary of applicable clauses and certifications.

These procurement provisions and required contract clauses are in addition to other General Terms and Conditions, Special Terms and Conditions, Bidding or Proposal Procedures, and Bid or Proposal Forms that may also be incorporated by reference in any contract. Some provisions and clauses require the Bidder or Proposer to execute and submit certain required certifications with the bid or proposal. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

### **1. No Federal Government Obligation to Third Parties**

*(Applies to all contracts)*

CSPDC and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CSPDC, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by CSPDC. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **2. Program Fraud and False or Fraudulent Statements and Related Acts**

31 U.S.C. 3801-3812 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307, 49 USC § 5323(I)

*(Applies to all contracts)*

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **3. Access to Records and Reports**

*(Applies to all contracts)*

The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to: data, documents, reports, statistics, subagreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. The Contractor also agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

#### **4. Changes to Federal Requirements**

*(Applies to all contracts)*

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CSPDC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **5. Civil Rights and Equal Opportunity**

*(Applies to all contracts)*

CSPDC is an Equal Opportunity Employer (EEO). As such, it agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, CSPDC agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Upon entering into a contract with CSPDC, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

- 1) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of for training, including apprenticeship. In addition, the

Contractor agrees to comply with any implementing requirements FTA may issue.

- 3) **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4) **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue

**6. Disadvantaged Business Enterprise (DBE)**  
49 CFR Part 26

*(Applies to all contracts)*

- 1) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. It is the policy of CSPDC to practice nondiscrimination based on race, color, sex, or national origin in the award and administration of all DOT-assisted contracts.
- 2) The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor 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 CSPDC deems appropriate, which may include, but not be limited to:
  - i. Withholding monthly progress payments;
  - ii. Assessing sanctions;
  - iii. Liquidated damages; and/or
  - iv. Disqualifying the contractor from future bidding as non-responsible under 49 CFR 26.13(b).
- 3) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work within ten (10) days after the Contractor’s receipt of payment for that work from CSPDC. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed and accepted. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by CSPDC. This clause applies to both DBE and non-DBE subcontracts.
- 4) The Contractor must promptly notify CSPDC whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CSPDC.

**7. Incorporation of Federal Transit Administration (FTA) Terms**  
FTA Circular 4220.1F

*(Applies to all contracts)*

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. The provisions in the Circular include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CSPDC requests, which would cause CSPDC to be in violation of the FTA terms and conditions.

## **8. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment**

2 CFR Part 200.216

*(Applies to all contracts)*

- 1) The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. CSPDC is prohibited from using federal funds to:
  - i. Procure or obtain
  - ii. Extend or renew a contract to procure or obtain; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- 2) As described in Public Law 115-232, section 889, “Covered telecommunications equipment or services” is:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 3) The Contractor or subcontractor shall not provide equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in the performance of this contract.

## **9. Safe Operation of Motor Vehicles**

23 U.S.C. Part 402, Executive Order 13043, Executive Order 13513, U.S. DOT Order 3902.10

*(Applies to all contracts)*



The Safe Operation of Motor Vehicles provisions apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or CSPDC.

Distracted Driving - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### **10. Resolution of Disputes, Breaches, or Other Litigation**

49 CFR Part 18, FTA Circular 4220.1F

*(Applies to all contracts over the Simplified Acquisition Threshold, currently \$250,000)*

**BREACH OF CONTRACT:** The successful bidder shall be deemed in breach of contract if the successful bidder: fails to comply with any terms of the contract; fails to cure such noncompliance within five (5) calendar days from the date of written notice from CSPDC or such other timeframe, greater than five (5) calendar days, specified in the notice; fails to submit a written response to the notification from CSPDC within five (5) calendar days after the date of the notice. All notices under the contract shall be submitted by email and followed up with a hard copy by certified mail, return receipt request, to the person specified in the notice.

The successful bidder shall not be in breach of the contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the successful bidder and its subcontractors. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of CSPDC in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather (e.g., hurricane).

#### **DISPUTES.**

Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the Executive Director or designee no later than sixty (60) days after final payment. The Executive Director or designee shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the final written decision unless the Executive Director or designee fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment. (Code of Virginia, § 2.2-4363).

Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, CSPDC's Executive Director or designee may extend the time limit for performance required by the Contract. Any such extension must be issued in writing and signed by the Executive Director.

#### **11. Termination**

2 CFR §200.339, 2 CFR part 200 Appendix II (B)

*(Applies to all contracts over \$100,000 total value if 49 CFR Part 18 applies)*

Subject to the provisions below, the CSPDC upon thirty (30) days advance written notice to the other party, may terminate the contract. Upon receipt of a notice of termination, the Contractor shall cease all work underway on behalf of the CSPDC unless advised by the CSPDC to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the CSPDC and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- 1) Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the CSPDC, without the required thirty (30) days advance notice, then the CSPDC shall be responsible for payment of services up to the termination date.
- 2) Termination for Cause: Termination by the CSPDC for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision and termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the CSPDC may hold the Contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the CSPDC by reason of the Contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- 3) Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

## **12. Special EEO Provisions for Construction Contracts**

*(Applies to all contracts over \$100,000 total if 49 CFR Part 18 or 19 indicate that DOL EEOC regulations at 41 CFR Chapter 60 apply)*

For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246", relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

## **13. Government-Wide Debarment and Suspension**

2 CFR Part 180 and 1200; 2 CFR § 200.213; 2 CFR part 200 Appendix II(I); Executive Order 12549; Executive Order 12689

*(Applies to all contracts and subcontracts at any tier expected to equal or exceed \$25,000, or any contract or subcontract at any tier for federally-required audit)*

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are not excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945. The Contractor is required to comply with 2 CFR part 180, Subpart C, supplemented by 2 CFR part 1200, and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

*The certification in this clause is a material representation of fact relied upon by CSPDC. If it is later determined*

*that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to CSPDC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR part 180, Subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

CSPDC will use the System for Award Management (SAM) before entering into any contracts and review the Excluded Parties List System in SAM to verify if any third-party contractor is on the excluded list.

#### **14. Notice to FTA and U.S. Inspector General of Fraud, Waste, or Abuse, or Other Legal Matters**

*(Applies to all contracts and subcontracts at any tier expected to equal or exceed \$25,000, or, any contract or subcontract at any tier for federally-required audit)*

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify CSPDC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which CSPDC is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- 1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement between the FTA and CSPDC, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

***Additional Notice to U.S. DOT Inspector General.*** The Contractor must promptly notify CSPDC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which CSPDC is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with CSPDC involving a principal, officer, employee, agent, or Third-Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

#### **15. Lobbying**

31 U.S.C. § 1352, 2 CFR § 200.450, 2 CFR part 200 Appendix II (J), 49 CFR Part 20

*(Applies to any contract or subcontract in excess of \$100,000)*

All contractors will be required to submit a certification with the following language, as found in 49 CFR part 20, Appendices A and B:

*No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer*

*or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

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

**16. Buy America**

49 U.S.C. § 5323(j), 49 CFR Part 661; 49 U.S.C. 5323(j)(2)(C), 49 CFR 661.11

*(Applies to all purchases of steel, iron, or manufactured products over \$150,000. There are additional Buy America provisions for rolling stock)*

The Bidder/Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. A-17. The Bidder/Contractor must submit to CSPDC the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Requirements for rolling stock are set out in 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a seventy percent (70%) domestic content.

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to CSPDC the appropriate Buy America certification with all bids where FTA funds are provided, except those subject to a general waiver or less than \$150,000. Bids or offers that are not accompanied by a completed Buy America certification will be deemed nonresponsive.

**17. Clean Air**

42 U.S.C. § 7401 – 7671q, 33 U.S.C § 1251-1387, 2 C.F.R. part 200; Appendix II (G)

*(Applies to any contract or subcontract in excess of \$150,000)*

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA "List of Violating Facilities." The Contractor will report violations of use of prohibited facilities to FTA and it will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended, (33 U.S.C. § 1251-1387).

**18. Clean Water**

33 U.S.C. 1251-1387

*(Applies to any contract or subcontract in excess of \$150,000)*

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 through 1387. The Contractor agrees to not use any violating facilities and to report the use of prohibited facilities or facilities that are on or likely to be placed on the U.S. EPA "List of Violating Facilities." The Contractor shall report any violations to the FTA and the appropriate EPA Regional Office.

**19. Cargo Preference Requirements**

46 U.S.C. § 55305, 46 CFR, Part 381

*(Applies to any contract in which equipment, materials or commodities are transported by ocean vessel)*

The contractor agrees:

- 1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- 2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- 3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**20. "Fly America" Requirements**

49 U.S.C. § 40118, 41 CFR Part 301-10; 48 CFR 47.4

*(Applies to any contract which involves transportation of persons or property by air between the U.S. and a place outside of the U.S.)*

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personnel (and their personal effects) or property, to the extent such service is available. In the event that a contractor selects a carrier other than a U.S.-flag carrier for international air transportation, the Contractor shall submit an appropriate statement or memorandum explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**21. Davis-Bacon Act**

49 U.S.C. § 5333(a)

*(Applies to all prime construction, alteration, or repair contracts over \$2,000)*

CSPDC shall place a copy of the current prevailing wage determination in the solicitation. The decision to award a contract will be conditioned upon the acceptance of the wage determination.

Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA

assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## **22. Contract Work Hours and Safety Standards Act (Construction)**

40 U.S.C. §§ 3701 – 3708; 29 CFR Part 5

*(Applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers)*

The Contractor shall comply with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 - 3708., as supplemented by DOL regulations at 29 C.F.R. Part 5.

Overtime Requirements – The Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required.

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

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

## **23. Copeland Anti-Kickback Act (Sections 1 and 2)**

18 US Code 874; 40 USC 3145; 29 CFR 3 and 5

*(Applies to all construction contracts, Section 1, and all prime construction, alteration, or repair contracts over \$2,000, Section 2)*

**Section 1.** The Contractor shall induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works that are financed in whole or in part by the United States, to give up any part of the compensation to which he or she is otherwise entitled.

**Section 2.** The Contractor shall submit a weekly statement of compliance to CSPDC with respect to the wages paid each employee performing covered work during the preceding week.

## **24. Bonding Requirements (Construction)**

*(Applies to all construction or facility improvement contracts or subcontracts exceeding Simplified Acquisition Threshold, currently \$250,000)*

The FTA may accept the bonding policy and requirements of CSPDC if it is determined that the Federal interest is adequately protected. If CSPDC has not proposed alternate bonding requirements and a such a determination has not been made, the following minimum requirement apply:

### **Bid Bond Requirements**

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible financial institution, be issued by a fully qualified surety company acceptable to CSPDC and made payable to CSPDC. The amount of such guaranty shall be equal to five percent (5%) of the bid price. The bid guarantee is an assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

In submitting this bid, it is understood and agreed by bidder that CSPDC reserves the right is to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of Recipient.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of its bid within ninety (90) days after the bid opening without the written consent of CSPDC, or refuse or be unable to enter into this contract, he shall forfeit his bid guaranty to the extent of CSPDC's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense CSPDC for the damages occasioned by default, then the undersigned bidder agrees to indemnify CSPDC and pay over to CSPDC the difference between the bid guaranty and CSPDC total damages, so as to make CSPDC whole.

### **Performance Bond Requirements**

A Performance Bond in the amount of one hundred percent (100%) of the contract value is required by CSPDC to secure fulfillment of all the contractor's obligations under the contract. Either a performance bond or an irrevocable Stand-by letter of credit, issued by a fully qualified surety company acceptable to CSPDC and made payable to CSPDC, shall be provided by the Contractor and shall remain in full force for the term of the contract.

CSPDC may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. CSPDC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

### **Payment Bond Requirements**

A Payment Bond in the amount of one hundred percent (100%) of the contract value is required by CSPDC to assure payment as required by law of all persons supplying labor and materials in execution of the work under the contract. The bond may be issued by a fully qualified surety company acceptable to CSPDC and made payable to CSPDC.

## **25. Seismic Safety Requirements**

42 U.S.C. 7701 et seq., 49 CFR Part 41, Executive Order 12699

*(Applies to any contract for construction of or addition to a building)*

The Contractor agrees that any new building or addition to an existing building will be designed and constructed

in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

## **26. Contract Work Hours and Safety Standards Act – Not Involving Construction**

*(Applies to any non-construction contract exceeding \$100,000)*

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

Any records maintained under this section shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

## **27. Public Transit Employee Protective Arrangements**

*(Applies to all contracts for transit operations)*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b) (“13(c)”):

**U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

**Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

**Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

## **28. Charter Bus Operations**

*(Applies to all contracts for operations and management)*

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- 1) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- 2) FTA regulations, “Charter Service,” 49 C.F.R. part 604;



- 3) Any other federal Charter Service regulations; or
- 4) Federal guidance, except as FTA determines otherwise in writing

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

## **29. School Bus Operations**

*(Applies to all contracts for operations and management)*

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- 1) Federal transit laws, specifically 49 U.S.C. § 5323(f);
- 2) FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- 3) Any other Federal School Bus regulations; or
- 4) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- a. Bar the Contractor from receiving Federal assistance for public transportation; or
- b. Require the contractor to take such remedial measures as FTA considers appropriate

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

## **30. Drug and Alcohol Testing**

49 U.S.C. § 5331, 49 CFR Part 655 and Part 40

*(Applies to Contractors Performing Safety-Sensitive Functions in Transit Operations)*

FTA provides three options for CSPDC to work with the Contractor to implement an effective drug and alcohol testing program. CSPDC may modify the options below in determining the best approach for an effective testing program.

### **Option 1**

The Contractor agrees to participate in CSPDC drug and alcohol program established in compliance with 49 CFR Part 655.

### **Option 2**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Virginia Department of Rail and Public Transportation, or CSPDC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

### **Option 3**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Virginia Department of Rail and Public Transportation, or CSPDC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 before (insert date). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

## **31. Patent Rights and Rights in Data**

37 CFR Part 401, 49 CFR Parts 18 and 19, 2 CFR part 200 Appendix II (F)

*(Applies ONLY to research projects in which FTA finances experimental, developmental, or research work)*

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant CSPDC intellectual property access and licenses deemed necessary for the work performed under this contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

### **32. Energy Conservation**

42 U.S.C. § 6321 et seq., 49 CFR Part 622, subpart C

*(Applies to all contracts)*

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan for the Commonwealth of Virginia, which is issued in compliance with the Energy Policy and Conservation Act.

The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **33. Recycled Products**

42 U.S.C. § 6962, 40 CFR Part 247, 2 CFR part 200.323

*(Applies to all contracts and subcontracts for items designated by the EPA, where the purchase price exceeds \$10,000 or the value of the quantity acquired during the previous fiscal year exceeded \$10,000.)*

The Contractor agrees to provide a preference, consistent with maintaining a satisfactory level of competition, for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), and U.S. EPA's "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

### **34. Conformance with National Intelligent Transportation Systems (ITS) Architecture**

*(Applies to contracts funded in whole or in part by the Highway Trust Fund)*

All ITS projects shall be based on a system engineering analysis. The systems engineering analysis shall include, at a minimum:

- 1) Identification of portions of the regional ITS architecture being implemented;
- 2) Identification of participating agencies' roles and responsibilities;
- 3) Requirements definitions;
- 4) Analysis of alternative system configurations and technology options to meet requirements
- 5) Analysis of financing and procurement options;
- 6) Identification of applicable ITS standards and testing procedures; and
- 7) Procedures and resources necessary for operations and management of the system.

The final design of all ITS projects shall accommodate the interface requirements and information exchanges as specified in the regional ITS architecture.

All ITS projects shall use applicable ITS standards and interoperability tests that have been officially adopted through rulemaking by US DOT.

### **35. Access Requirements for Individuals with Disabilities**

49 U.S.C. § 5301(d); 49 CFR part 27; 28 CFR part 36

*(Applies to all contracts)*

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with all applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- 3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

- 4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- 5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.
- 6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- 7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- 8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
- 9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 CFR Part 1194;
- 10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 CFR Part 609; and
- 11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **36. Assignability Clause**

*(Applies to all contracts)*

Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. CSPDC reserves the right to assign all or any portion of the products or services awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by CSPDC and the contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the contractor. CSPDC's right of assignment will remain in force until completion of the contract to include options, whichever occurs first. CSPDC shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

### **37. Bus Testing**

49 U.S.C. 5318(e), 49 CFR Part 665

*(Applies to any contract for the acquisition or lease of any new bus model, or any bus model with a major change in configuration or components)*

The Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

### **38. Buy America – Rolling Stock**

*(Applies to any contract for the acquisition of rolling stock)*

Requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11 and provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a seventy percent (70%) domestic content. These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to CSPDC the appropriate Buy America certification with all bids where FTA funds are provided, except those subject to a general waiver or less than \$150,000. Bids or offers that are not accompanied by a completed Buy America certification will be deemed nonresponsive.

**39. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases**

49 U.S.C. § 5323, 49 CFR Part 663

*(Applies to any contract for the acquisition of rolling stock)*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

**40. Federal Motor Vehicle Safety Standards (FMVSS)**

49 CFR Part 500

*(Applies to any contract for the purchase of vehicles)*

The Contractor (whether manufacturer or dealer) certifies that the vehicles to be supplied under the contract shall conform to all applicable Federal Motor Vehicle Safety Standards of the U.S. Department of Transportation, National Highway Traffic Safety Administration, and are certified by installation of the required certification plate.

## **VIRGINIA CONTRACT CLAUSES**

As a public body, CSPDC is required to comply with all applicable provisions of the Virginia Public Procurement Act. This attachment includes contract clauses that are required when CSPDC purchases goods or services from nongovernmental sources.

### **1. Authorized to Transact Business in the Commonwealth**

*(Applies to all contracts)*

The Contractor is authorized to transact business in the Commonwealth of Virginia as a domestic Limited Liability Company and its State Corporation Commission Identification Number is \_\_\_\_\_.

### **2. Compliance with Federal Immigration and Reform and Control Act**

*(Applies to all contracts)*

The Contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

### **3. Prompt Payment**

*(Applies to all contracts that allow subcontracting)*

- a. The Contractor shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the CSPDC for work performed by his subcontractor(s) under the contract:
  - (1) Pay the subcontractor(s) for the proportionate share of the total payment received from the CSPDC attributable to the work performed by the subcontractor(s) under the contract; or
  - (2) Notify the CSPDC and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The Contractor shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the CSPDC for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by paragraph (a)(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

- c. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- d. The Contractor's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the CSPDC. A contract modification shall not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

#### **4. Employment Discrimination Prohibited**

*(Applies to all contracts in excess of \$10,000)*

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

#### **5. Drug-Free Workplace**

*(Applies to all contracts in excess of \$10,000)*

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in



all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

# Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to your inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

**It's EASY!** Get started with these 3 easy steps!

## 1 REGISTER

Go to:

<https://www.demandstar.com/registration>

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



## 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

### ← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis 

Narrow down your search by selecting a state and county.

State

County

Select State ▼

Select County ▼

- ☐ City of Metropolis – Board of Commissioners
- ☐ City of Metropolis Purchasing
- ☒ Metropolis Technical College

## 3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

My Subscriptions  [0]

Nation (0)

You have chosen **Metropolis Technical College** as your free agency.  
Add additional government agencies below for \$25 per County,  
Statewide and National subscriptions available.

	Your Current Rate
Total	(0 subscriptions) <b>\$0/year</b>

Proceed to Checkout

 Skip for Now

**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)



# Responding to an Electronic Bid

5 Step Instructions

# Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a procurement portal interface. At the top, there are tabs: 'Board', 'Bids' (highlighted), 'Quotes', 'Coming Soon!', 'Activities', 'Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there's a yellow arrow-shaped button labeled 'Bids'. To the right of this button is a 'Sort By' dropdown menu set to 'Due Date'. The main content area displays a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has a title, a description, an ID, broadcast and due dates, the number of planholders, and a 'Watch' button. The status of each item is shown in a yellow box on the right, labeled 'Active'.

Bid Item	Description	ID	Broadcast	Due	Planholders	Watch	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	BID-TSEBIDVINO24JAN01-0-2020/al	1/24/2020	3/1/2020	3	Watch	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	EBID-001-946-00-0-2020/AD	2/4/2020	2/29/2020	0	Watch	Active
TESTBID	agency2.0, Texas, FL						Active

# Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

**TESTBID** **Active**

**Bid Details**

Agency Name	agency2.0
Bid Writer	agency2.0 d
Bid ID	EBID-123456-Q-2020/AD
<b>Bid Type</b>	EBID - E-BID
Broadcast Date	02/06/2020 9:40 AM Eastern
Fiscal Year	2020
Due	02/23/2020 11:00 PM Eastern
Bid Status Text	BID STATUS

**Scope of Work**

Scope to Work:

**Documents**

Filename	Type	Date Modified	Status
ferc	Attachment	02/06/2020	Complete

**Distribution Info**

Bid Bond	None
Plan (blueprint)	None
<b>E-Bidding</b>	Submit
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no blueprints associated with it
Project Estimated Budget	\$120,000.00
Distribution Notes	None

**Publications**

[View Legal Ad](#)

**Pre-Bid Conference**

No Pre-Bid Conference Date Found

**Commodity Code**

[001-946-00] FINANCIAL SERVICES

**Submit E-Bid Proposal**

# Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



DEMANDSTAR

Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses Robyn Gallardi

Home > Bids > TESTBID > My Ebid Response Save & Finish Later Cancel

### Bid Details

Agency Name agency2.0  
Bid Number EBID-123456-0-2020/AD  
Bid Due Date 02/29/2020 (PST)  
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining  
Bid Name TESTBID

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### E-Bid Response

#### Contact Information

Company Name  
Calgon Carbon Corporation

Address 1  
P. O. Box 717

Address 2  
Address 2 (optional)

City  
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension Extension (optional)

Bid Amount 127,000 Invalid Alternate Bid Amount Alternate Bid Amount (optional)

Notes  
For the full 6 month contract (optional)

Next

# Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

**TIP:**

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot shows the DEMANDSTAR E-Bid Response interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Gallardi. The breadcrumb trail is Home > Bids > TESTBID > My Ebid Response. The interface is divided into two main sections: Bid Details and E-Bid Response.

**Bid Details:**

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/AD
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

**E-Bid Progress:**

- Contact Information
- Documents Upload
- Review Bid

**E-Bid Response:**

**Required Documents:**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats:**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing (\*.DWG)
- AutoCAD Drawing Web Format (\*.DWF)
- GIF Image (\*.GIF)
- JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLS)
- Microsoft Excel (\*.XLSX)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOC)
- Microsoft Word (\*.DOCX)
- Plain Text (\*.TXT)
- Plot file (\*.PLT)
- Rich Text Format (\*.RTF)
- TIFF Image (\*.TIF)
- WordPerfect (\*.WPD)
- ZIP Compressed Archive (\*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

**Supplemental Documents:**

You can upload additional documents here.

Document Title:

Add Document

Previous Next



# Step 4 continued

## TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

### Bid Details

Agency Name: agency2.0  
Bid Number: EEIO-123456-0-2025/AO  
Bid Due Date: 02/28/2025 (PST)  
Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining  
Bid Name: TESTBID

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### E-Bid Response

#### Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

##### Agency Accepted File Formats

Adobe Acrobat (\*.PDF)

AutoCAD Drawing (Web Format (\*.DWG))

JPEG Image (\*.JPG)

Microsoft Excel (\*.XLSX)

Microsoft Word (\*.DOCX)

Plain Text (\*.TXT)

Rich Text Format (\*.RTF)

WordPerfect (\*.WPX)

AutoCAD Drawing (\*.DWG)

GIF Image (\*.GIF)

Microsoft Excel (\*.XLS)

Microsoft PowerPoint (\*.PPT)

Microsoft Word (\*.DOCX)

Plot File (\*.PLT)

TIFF Image (\*.TIF)

ZIP Compressed Archive (\*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

#### Supplemental Documents

You can upload additional documents here.

Document Title

Document Title

Add Document

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
References	Electronic/Online	References.PDF
Plans	Online/Electronic	Choose a file

Previous

Upload

# Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface for reviewing an e-bid response. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Galiardi.

The main content area is titled "Review Your E-Bid Response" and is divided into two columns. The left column contains "Bid Details" and "E-Bid Progress". The right column contains "Contact Info", "Agency Required Documents", and "Supplemental Documents".

**Bid Details:**

- Agency Name: agency2.0
- Bid Number: EBD-123456-9-2020(AD)
- Bid Due Date: 02/28/2020 (PST)
- Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining
- Bid Name: TESTBID

**E-Bid Progress:**

- Contact Information
- Documents Uploaded
- Review Bid

**Contact Info:**

- Company Name: Calgon Carbon Corporation
- Address 1: P.O. Box 757
- Address 2:
- City: Pittsburgh
- State: Pennsylvania
- Country: United States of America
- Postal Code: 15230-0717
- Phone Number: 4127876810
- Tax:
- Bid Amount: 3127,000.00
- Alternate Bid Amount:
- Notes: For the full 6 month contract

**Agency Required Documents:**

- Service Doc agency2.0(Electronic/Online)

**Supplemental Documents:**

- References(Electronic/Online)

**After clicking "Submit Response" the following process will begin:**

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (204) 940-0205.

At the bottom, there are two buttons: "Previous" and "Submit Response". A red arrow points to the "Submit Response" button.

## Searching for Bids

We recommend using the following steps to create a broad search in DemandStar. This will allow you to “see” how our government partners classify and name the types of projects you are most interested in.

After doing a few broad searches, you may want to try using the additional filters beyond these mentioned below:

Included in the instructions are how to search for bids published by a specific agency.

1. Log In
2. Once your logged in and on your Dashboard Homepage - Click on “Bids” at the top of the screen

The screenshot displays the DemandStar dashboard interface. At the top, there is a navigation bar with the DemandStar logo and several menu items: Dashboard, Bids, Quotes, Activities, Messages, and Responses. Below this, a sidebar on the left contains sections for 'My Bids' (Active: 160, Awarded: 252, Cancelled: 38) and 'My Quotes' (Open: 3, Awarded: 9, Closed: 9, Cancelled: 8). The main content area features a header for 'Calgon Carbon Corporation' and several key performance indicators (KPIs) in large boxes: 'My Bid Notifications' (16), 'My Quote Notifications' (3), 'Bids I Am Watching' (3), and 'Responded Bids' (3). Below these, there is a section for 'DemandStar Network' showing 'New Governments This Year' (97) and 'No New Governments Near Me'. On the right side, there are two additional sections: 'Notifications (1)' with an 'Account' link and a message about account renewal, and 'My Commodity Codes (11)' listing various codes such as [001-948-00] FINANCIAL SERVICES, [007-287-06] Amplifiers and Preamplifiers, Analog, Not for Sound Systems or TV Antenn, [007-287-48] Microwave Equipment and Ac Pass Filters, Coaxial Attenuators, Couplers, S Telurimeters, Tuners, Wave Guides, Not Cor Type, and [010-929-31] Construction Equipment Main.

- On the left side of the screen use the filter “Show bids” and select “All bids in the system” from the drop-down options

The screenshot shows the DEMANDSTAR Bids Search interface. On the left sidebar, the 'Show bids...' dropdown is open, and 'All bids in the system' is selected. The main content area displays a list of bids with columns for Vendor Database Update, RFSQ 20-02 20-INCH FORCE MAIN RIVER CROSSING DESIGN Final, TS8IDVINO24JAN03, TESTEBID322, and TESTBID. Each bid entry includes details like location, ID, broadcast date, due date, planholders, and watchers.

- On the left side of the screen use the filter “Bid Name” to enter in a keyword and click “Search”

The screenshot shows the DEMANDSTAR Bids Search interface after a search. The 'Bid Name' filter is set to 'technology', and the 'Search' button has been clicked. The main content area displays a list of bids, including 'Vendor Database Update', 'RFSQ 20-02 20-INCH FORCE MAIN RIVER CROSSING DESIGN Final', 'TS8IDVINO24JAN03', 'TESTEBID322', 'TESTBID', 'TS8IDVINO3FEB01', and 'BidTest007'. Each bid entry includes details like location, ID, broadcast date, due date, planholders, and watchers.

## 5. Review your results

**Bids**

Sort By	Due Date
Maintenance, Repair and Equipment of Huber Technology and Kubota Membranes	Under Evaluation
Town of Davis, Davis, FL	
ID: NTSS-NTSS-2020-21-0-2020/EL	Broadcast: 12/17/2019 Due: 12/26/2019 Planholders: 1 Watchers: 0
Gravity Sanitary Sewer Lateral Lining Technology Selection	Under Evaluation
City of Sarasota - Purchasing Division, Sarasota, FL	
ID: RF1-20-09CH-0-2020/CM	Broadcast: 10/21/2019 Due: 11/6/2019 Planholders: 11 Watchers: 0
Reduced Bleed Technology System Installation	Under Evaluation
Clark County School District - Purchasing/Warehousing Department, Las Vegas, NV	
ID: FQ-5C3807427CHP-0-2019/CW	Broadcast: 4/11/2019 Due: 4/15/2019 Planholders: 3 Watchers: 0
PROJECTS 4-5-6-8-9-14&15 / PUMP STATION IMPROVEMENTS / REFURBISHMENT / SCADA TECHNOLOGY / VALVE REPLAC...	Under Evaluation
City of Florida City, Florida City, FL	
ID: ITB-ITB-2018-004-0-2018/SW	Broadcast: 6/29/2018 Due: 8/7/2018 Planholders: 14 Watchers: 0

### Or search by specific government “Agency” instead of “Bid Name”

After step 3 instead of using the “Bid Name” Filter use the “Agency” Filter to type the name of the government you are looking for then click “Search”

**Bids**

Sort By	Broadcast Date
Food and Supply Provider for Ironwood Concessions	Active
City of Gainesville - Procurement Division, Gainesville, FL	
ID: ITB-RECI-200019-DM-0-2020/DM	Broadcast: 2/24/2020 Due: 3/24/2020 Planholders: 5 Watchers: 1
Forum to seek ideas to develop affordable housing on city owned lots	Under Evaluation
City of Gainesville - Procurement Division, Gainesville, FL	
ID: NTCE-0-0-2020/MT	Broadcast: 2/19/2020 Due: 2/24/2020 Planholders: 4 Watchers: 0
ITN for Old Fire Station #1, 427 S Main St. Gainesville, FL 32601, Rental & Adaptive Reuse Opportunity	Active
City of Gainesville - Procurement Division, Gainesville, FL	
ID: ITN-CMGR-200006-DH-0-2020/DH	Broadcast: 2/12/2020 Due: 3/12/2020 Planholders: 8 Watchers: 0
Installation of Reinforced PVC Swimming Pool Membrane at Andrew R. Mickle Pool	Active
City of Gainesville - Procurement Division, Gainesville, FL	
ID: RFP-PRCA-200021-DM-0-2020/DM	Broadcast: 2/12/2020 Due: 3/19/2020 Planholders: 14 Watchers: 0
Gainesville Fire Rescue Ballistic Protection Equipment	Active
City of Gainesville - Procurement Division, Gainesville, FL	
ID: RFP-GFDX-200023-DH-0-2020/DH	Broadcast: 2/11/2020 Due: 3/10/2020 Planholders: 11 Watchers: 1
Crill Hintermister's Residential Rehabilitation Re-bid	Awarded
City of Gainesville - Procurement Division, Gainesville, FL	
ID: ITB-2020-015-1-2020/MT	Broadcast: 2/4/2020 Due: 2/20/2020 Planholders: 6 Watchers: 0