



Request for Quote (RFQ) for Landscaping Services – BRITE Transit Facility

The Central Shenandoah Planning District Commission (CSPDC) plans and manages the BRITE public transit system which operates fixed route and paratransit service in the Staunton-Augusta-Waynesboro, Virginia area. This includes ownership and management of the BRITE Transit Facility located at 51 Ivy Ridge Lane, Fishersville, VA, as well as the Staunton Lewis Street Hub located at 240 North Lewis Street, Staunton, VA.

Purpose: This Request for Quote (RFQ) is to obtain comprehensive and competitive pricing for landscaping services for the BRITE Transit Facility and Staunton Lewis Street Hub properties. Landscaping services should be comparable to existing services, which includes lawn mowing, string trimming, bed maintenance, ornamental tree and shrub pruning, and seasonal clean-ups.

Inquiries & Submissions should be directed to:

Devon Thompson, Transit Planner
Central Shenandoah Planning District Commission
112 MacTanly Place
Staunton, VA 24401
Phone: 540-885-5174x105
Email: devon@cspdc.org

Instructions on Quote Submission: All Quotes must be received by email no later than **5:00 PM on Friday, April 26, 2024**. It is the responsibility of the Offeror to ensure that the proposal is received by the CSPDC **by 5:00 PM EDT on Friday, April 26, 2024**. Late submittals will not be considered.

Inquiries: Proposers may schedule an appointment to view and become familiar with the properties by contacting Devon Thompson at the phone number/email address above. Any questions related to this request must be submitted by email to devon@cspdc.org. The last date for receipt of questions is **Friday, April 12, 2024, prior to 5:00 PM EDT**. All questions which affect the nature of the scope of the RFQ, along with answers provided by the CSPDC will be provided to Proposers in writing by **Monday, April 15, 2024**.

Conditions: Any and all costs incurred in the preparation of this Quote will be the responsibility of the respondent and will not be reimbursed by the CSPDC.

Certification – Suspension & Debarment: Each Proposer, by submitting a quote in response to this RFQ, represents that the Proposer is not on any Commonwealth of Virginia, United States General Services Administration (GSA), or United States Department of Transportation (DOT) list of disqualified or ineligible proposers, including the list maintained by the GSA of companies and



individuals that are debarred, suspended, or otherwise excluded from doing business with the United States Government, and that no facility to be used in the production or performance of this project has been listed by the United States Environmental Protection Agency as a “violating facility,” as defined in 2 CFR § 1532.1600. Proposers are required to complete and include in their quotations the suspension and disbarment certification contained in Exhibit 1.

Small and/or Minority-Owned Businesses: Efforts will be made by the CSPDC to utilize small businesses, women and/or minority owned businesses. Respondent qualifies as a small business firm if it meets the definition as established by the Small Business Administration.

Recommendation for Award: The recommendation for award will be made by CSPDC staff based on the review of the quotes.

To be considered for selection, respondents must submit a complete response to the Request for Quote. Failure to submit all the information requested may result in the rejection of the incomplete quote.

The award for landscaping services will be made on a best value basis to the Proposer whose quote provides the best value to the CSPDC, taking into account the total cost for the services detailed in the Scope of Work, as well as the strength of the Proposer’s references. Evaluation criteria for selection are as follows:

| Criterion | Value |
|------------|-----------|
| Price | 30 |
| References | 20 |
| Total | 50 points |

Final Selection & Award: The final selection and contract award will be by the CSPDC, which will provide notice of the award of the contract and/or the decision to award the contract via email.

It is anticipated that a decision to select a successful Quote will be made within two week(s) of the closing date for receipt of Quotes.

Payment Terms & Timeline: Total cost of the contract will be calculated from the Price Proposal Sheet. The anticipated term of the contract will be for one year, with two additional one-year renewal terms at the sole option of the CSPDC. Proposers should specify in their quote any price increases that would apply for the renewal terms. During the term, the payment will be paid in 12 installments of the equivalent value at the end of each month. Other terms of payments may be considered.



SCOPE OF WORK

Scope of Landscaping Services – Specific work to be completed includes:

- **Lawn Mowing, String Trimming, and Bed Maintenance**

Lawns will be mowed approximately twenty-four (24) times during the growing season (April – November, as weather permits), or as directed and/or requested by the Property.

 - Turf will not be allowed to grow higher than three (3) inches and all mowing will be done during the business week (Monday-Friday).
 - Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and to present a neat appearance. Any excess clippings shall be removed. Blades on the equipment are to be kept sharp to prevent tearing of the turf blades.
 - Any trash, debris, or sticks will be removed prior to mowing and removed from the property or placed in the proper trash facilities.
 - String trimmers will be used to trim around signposts, buildings, trees, or any turf not accessible by mowers.
 - All sidewalk, entrances, roadways, and patios will be blown free of clippings after each visit.
 - During each mowing visit, landscape beds, tree rings, sidewalk weeds, curb weeds, parking area weeds and dumpster areas will be weeded or treated with herbicide spray for weed control.
 - Grass behind the left side fence will be cut back once a month.
- **Spring Clean-Up (Mulch and Pre-Emergent Weed Control)**
 - All landscape beds will be cleared of leaves and debris, weeded, and a clean edge will be cut.
 - An approved granular pre-emergent weed control material will be used to deter weeds. Material will be applied according to the manufacturer specifications.
 - If existing mulch in the beds is more than five (5) inches high, then the excess should be removed before mulching. A two to three (2-3) inch layer of brown mulch will be applied to the selected landscape beds and all tree rings after weed control application. Care should be given to avoid burying the bases of shrubs and trenches should be made around all tree bases. Care should also be given to keep the mulch away from the sidings of the buildings.
- **Ornamental Tree and Shrub Pruning**

Summer (June-July)

 - Prune back all evergreen shrubbery to existing pruning scars (last year's growth) to maintain size.
 - Hand-pruning will be performed on all deciduous material where practical to do so.

- Proper pruning techniques (correct tool for the job and proper cuts to maintain good health and vigor) will be followed. All dead, diseased, or broken branches will be removed. All resulting debris will be removed off site.

Fall (October-November)

- Prune any extra growth for a neat winter appearance. All dead, diseased, or broken branches will be removed.
- Tree pruning: remove all sucker growth and elevate any hazardous lower branches, which will limit visibility, access, parking areas, or interfere with normal traffic. Trees over twelve (12) inches in height that require work (thinning, dead wooding, removal) will be considered in a separate proposal for approval.
- This pruning will be completed in conjunction with fall clean-up. All resulting debris will be removed offsite.

Winter (December-March)

- Conduct a major structural, hard winter prune on all deciduous shrubbery.
- Cut back wood lines and perimeter edges from encroaching on parking spaces, parking lots, buildings, etc.

- **Fall Clean-Up**

- After the majority of the leaves have fallen, collect and discard any leaves and debris on turf areas, planting beds, tree rings, roads, and walkways. One (1) collection service will be performed. All collected leaves and debris will be removed off site.

- **Protocol**

- Before leaving the property, the landscape foreman must check in with the property manager or maintenance supervisor; property manager or maintenance supervisor must okay work before crew leaves the property.
- If a landscaping issue arises, the property manager or maintenance supervisor must tell both the foreman and put a call into the landscaping headquarters and should be resolved next visit.
- If not resolved by the next visit, the property manager will contact landscaping headquarters.

The CSPDC reserves the right to request additional work at the Staunton Lewis Street Hub, 240 N Lewis Street, in the first year based on pricing provided on the enclosed Price Proposal Sheet.



SECTION 3: SUBMISSION & EVALUATION OF QUOTES

Instructions to Submitters: Quotes should be clear and straightforward, utilize the Price Proposal Sheet, and submit at least three References. Submissions should be addressed to Devon Thompson, Transit Planner, via email.

Quotes: All quotes must state the full and correct name and address of the vendor. If the bidder is an individual doing business under another name, the bidder shall so state.

Quotes shall include:

1. Completed Price Proposal Sheet.
2. Completed References.
3. Signatures acknowledging the Required Clauses.
4. A signed statement confirming if the organization has ever defaulted on a contract and if there are any legal actions currently against, or anticipated to be against, the organization.

It is the responsibility of the Proposer to ensure that the quote is received by the CSPDC by **5:00 PM on Friday, April 26, 2024**. Late submittals will not be considered.

Evaluation of Quotes: Responsive quotes that are timely submitted will be evaluated by CSPDC staff. The Quotes will be evaluated, weighted, and scored using the factors outlined in this RFQ. Interviews and negotiations may, but need not necessarily, be performed by the CSPDC. The award will be made on a best value basis to the proposal that provides the best value to the CSPDC.

Price shall be considered, but need not be the sole or primary determining factor. The CSPDC may select the Proposer which, in its opinion, provides the best value and may award the contract to that Proposer.

Right to Reject: The CSPDC reserves the right to reject any and all responses received in response to this RFQ. A purchase order for the accepted submittal will be provided based upon the factors described in this RFQ. The purchase order will incorporate the terms of this RFQ, and potentially other contract terms required under state or federal law.



PRICE PROPOSAL SHEET:

Please provide the cost of services detailed in the Scope of Work.

- Lawn Mowing, String Trimming, and Bed Maintenance

| | |
|---|----|
| Cost per cut: | \$ |
| Multiplied by approximately 24 cuts per season: | \$ |
| Cost to include Staunton Lewis Street Hub property: | \$ |

- Spring Clean-Up (Mulch & Pre-Emergent Weed Control)

| | |
|---|----|
| Cost for clean-up and weed control: | \$ |
| Mulch – Number of yards needed @ \$ per yard: | \$ |
| Total cost: | \$ |
| Cost to include Staunton Lewis Street Hub property: | \$ |

- Ornamental Tree and Shrub Pruning

| | |
|---|----|
| Cost for Summer pruning: | \$ |
| Cost to include Staunton Lewis Street Hub property: | \$ |
| Cost for Fall pruning: | \$ |
| Cost to include Staunton Lewis Street Hub property: | \$ |
| Cost for Winter pruning: | \$ |
| Cost to include Staunton Lewis Street Hub property: | \$ |
| Total cost of pruning: | \$ |
| Cost to include Staunton Lewis Street Hub property: | \$ |

- Fall Clean-Up

| | |
|--|----|
| Cost for collection: | \$ |
| Cost for additional services requested by the property @ hourly rate (include cost of materials or product): | \$ |
| Cost to include Staunton Lewis Street Hub property: | \$ |



REFERENCES:

Please provide a list of job-related references and their contact information.

Reference #1

| |
|--------------------|
| Organization/Name: |
| Address: |
| Phone Number: |
| Email: |

Reference #2

| |
|--------------------|
| Organization/Name: |
| Address: |
| Phone Number: |
| Email: |

Reference #3

| |
|--------------------|
| Organization/Name: |
| Address: |
| Phone Number: |
| Email: |



This page must be completed and attached to all Quotes.

Commonwealth of Virginia and potentially FTA Section 5307 transit funding will be utilized for this purchase. Thus, the clauses included in Exhibit 1 apply to the purchase, and receipt and compliance with these clauses is to be acknowledged in the submission of the proposal.

Name of Firm / Primary Contact / Address / Email / Phone number:

The Proposer acknowledges that they have read and will comply with the required clauses in Exhibit 1.

Signature

Date



**Exhibit 1
Required Clauses**

The following Virginia State and FTA federal third-party contracting provisions are applicable to this procurement and resulting purchase order (the CSPDC is sometimes referred to herein as the “Recipient” or the “FTA Recipient”, and the successful Proposer is referred to as the “Contractor”):

The Virginia Public Procurement Act may be accessed at this link:

https://eva.virginia.gov/library/files/buyers/VPPA_2014.pdf

FTA contracting provisions are contained in Appendix D of FTA Circular 4220.1F, Third Party Contracting Guidelines.

http://www.fta.dot.gov/legislation_law/12349_8641.html

§ 2.f No Federal Government Obligation or Liability to Third Parties (Use of Disclaimer).

1. The Purchaser and 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each 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.

§ 3.f Program Fraud and False or Fraudulent Statements or Related Acts.

1. 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.

2. 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.
3. 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.

§ 10.a Access to Third Party Contract Records. Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall

make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Changes to Federal Requirements: 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 Purchaser 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.

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive

orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 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.
- c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 3. 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.

Disadvantaged Business Enterprise

- a. 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0 %. A separate contract goal has not been established for this procurement.
- b. The contractor 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 this DOT-assisted contract. 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.



Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the CSPDC. In addition, [the contractor may not hold retainage from its subcontractors.] [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.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the CSPDC and contractor's receipt of the partial retainage payment related to the subcontractor's work.]
- d. 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.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment

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:
 - a. Procure or obtain
 - b. Extend or renew a contract to procure or obtain; or
 - c. 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:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).



- b. 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).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. 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.

Safe Operation of Motor Vehicles

The Safe Operation of Motor Vehicles provisions apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increase Seat Belt Use in the United States," April 16, 1997, 23 USC 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 supplied by an employer, driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or privately-owned vehicle when on official business in connection with the work performed under this agreement.

Government-Wide Debarment and Suspension

This contract is a covered transaction for the purposes of 2 CFR Part 1200, which adopts and supplements the provisions of US Office of Management and Budget (US 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 in 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 Lists in SAM to verify if any third-party contractor is on the excluded list.

Notice to FTA and US Inspector General of Fraud, Waste, or Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the 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 CFR § 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 interest 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 US DOT Inspector General. The Contractor must promptly notify CSPDC, which will promptly notify the US 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, 3 USC § 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 the 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 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.

§ 2.2-4311. Employment discrimination by contractor prohibited; required contract provisions.

All public bodies shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 such 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.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor of vendor.

§ 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law; required contract provisions.

All public bodies shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

§ 2.2-4312. Drug-free workplace to be maintained by contractor; required contract provisions.

All public bodies shall include in every contract over \$10,000 the following provisions:

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 and 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.

Termination Provisions

a. Termination for Convenience The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

b. Termination for Cause If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Recipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure The Purchaser in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten days after receipt by Contractor of written notice from Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Recipient shall not limit Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.



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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date