

Request for Proposal

RFP: TJPDC-2023-05 Comprehensive Safety Action Plan

Organizational Overview

Planning District Commissions (PDCs) are established and organized under the Regional Cooperation Act (*Code of Virginia*, 15.2-4200). The Thomas Jefferson Planning District Commission (TJPDC, Region 10) was formed in 1972 to provide a forum for discussion of issues that member local governments have in common, or on which there is disagreement, to work to decrease fragmentation in government, to plan cooperatively for the future, and to provide planning services to member local governments as requested. As a public body, the TJPDC strives to include the public in decision-making. The TJPDC is guided by a locally appointed twelve-member commission, of which at least 51% are local elected officials. Member localities include the City of Charlottesville and the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson. The TJPDC serves our local governments by providing regional vision, collaborative leadership, and professional service to develop effective solutions, often in the form of technical and program services.

The TJPDC administers both the Rural Transportation Program and the Charlottesville-Albemarle Metropolitan Planning Organization (CA-MPO), providing continuing, cooperative, and comprehensive transportation planning and programming processes throughout Planning District 10.

Summary of Request

The Thomas Jefferson Planning District Commission (TJPDC) seeks the services of an experienced consultant to develop a Multi-Jurisdictional Comprehensive Safety Action Plan for its six member jurisdictions. The Comprehensive Safety Action Plan should be developed in conformance with the U.S. Department of Transportation's Safe Streets and Roads for All Self-Certification Eligibility Worksheet (Attachment A). The selected consultant will work with TJPDC and locality staff, the Virginia Department of Transportation, identified committees and governing bodies, and other regional stakeholders to complete data analysis, conduct public and stakeholder engagement, develop regional and locality-specific countermeasure recommendations, and support the development of an implementation project application for each locality. The final Comprehensive Safety Action Plan will need to be approved/accepted by each locality and the Planning District Commission by June 30, 2025, with all project close-out tasks completed by July 31, 2025.

Background

The Thomas Jefferson Planning District Commission, with support from the City of Charlottesville, and the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson, applied for and was successfully awarded a grant through the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) Discretionary Grant Program to develop a multi-jurisdictional Comprehensive Safety Action Plan. The purpose of the SS4A program is to help communities significantly reduce roadway-related fatalities and serious injuries. While the grant program funds both planning and implementation projects, entities must first adopt a Comprehensive Safety Action Plan that meets certain requirements prior to being eligible to submit applications for implementation grant funding through the SS4A funding program. The purpose of this

project is to develop a Comprehensive Safety Action Plan that will satisfy those eligibility requirements for all six local jurisdictions within Virginia's Planning District 10.

Between 2016 and 2020, 165 lives were lost in motor vehicle-involved roadway crashes in Planning District 10. While safety is a major focus for local and state officials when pursuing project funding through existing state and federal programs, the region is unfortunately starting to see a slow increase in the number of fatal and severe injury crashes in recent years.

Each locality within the planning district faces unique challenges when it comes to improving roadway safety. These range from existing funding program restrictions to a highly engaged public with competing priorities to limited planning resources. While the Virginia Department of Transportation (VDOT) provides substantive support in identifying projects and supporting the development of project applications, they are also limited in the types of projects they can support. One of the goals of this project is to bring multi-disciplinary stakeholders together to develop a more robust set of strategies and tools to pursue improved safety outcomes along the regional roadway network.

The TJPDC administers the Charlottesville-Albemarle Metropolitan Planning Organization, which includes the City of Charlottesville and the urbanized portions of Albemarle County. The remaining portion of Albemarle County and the Counties of Fluvanna, Greene, Louisa, and Nelson are all considered rural with smaller pockets of development identified within each locality. The successful delivery of this project will consider the specific resources, needs, and solutions that will be most appropriate based on geographic context, organizational capacity, and local priorities for each jurisdiction.

In parallel to the resources provided through this SS4A grant, the TJPDC will be working with VDOT's Highway Safety Improvement Program to conduct a regional crash analysis. This data will be made available to the consultants to consider as part of this study. The VDOT analysis will identify High Injury Networks in each jurisdiction, identify major factors contributing to existing crash outcomes, and include a site visit attended by VDOT staff, project consultants, and locally identified stakeholders to each of the six jurisdictions in the region. The consultant team should plan to utilize data and analysis completed through this VDOT study in their analysis. VDOT staff will remain engaged throughout the duration of the development of the Comprehensive Safety Action Plan to provide ongoing coordination between this project and state transportation planning initiatives.

Scope of Work

This project Scope of Work must at a minimum address the tasks and deliverables that were considered as part of the grant application. The TJPDC has identified other tasks and deliverables since the development of the grant application that must be completed as part of the consultant team's tasks. The successful proposal shall demonstrate that the offeror understands and is prepared to meet or exceed all the tasks and deliverables outlined in the Scope of Work.

Task 1: Project Management and Coordination

This task covers the ongoing administration of the project, including items related to contractual matters, coordination between the consultant team and the TJPDC project management team, and internal project management and coordination. Regular meetings shall be scheduled between the TJPDC and the consultant project management team to ensure regular coordination throughout the duration of the project. The

consultant team shall be responsible for scheduling meetings, developing agendas, and submitting monthly progress reports to the TJPDC. To satisfy the reporting requirements of the grant, the consultants must also maintain ongoing documentation of lessons learned throughout the duration of the project.

Task 1 Sub-tasks:

- **TJPDC Project Kick-off Meeting:**

Once a Notice to Proceed is issued, the consultant team shall schedule a meeting with the TJPDC to discuss project goals, expectations, and the role of the consultant team. A regular project coordination meeting schedule shall be determined to occur monthly at a minimum, and expectations regarding meeting format, progress reporting, and invoicing will be determined. Consultants shall develop the agenda and provide a summary of key actions.

- **Ongoing Project Coordination Meetings:**

Regular meetings shall be scheduled to occur between the consultant and TJPDC project management team to maintain ongoing communication and coordination for the project. The meetings shall be held monthly at a minimum for the duration of the project. Consultants shall schedule the meetings, develop the agendas, and provide summary notes of key discussion items.

- **Project Work Plan and Schedule:**

The consultant team shall develop a project work plan and schedule. The work plan must demonstrate the consultant understands the timeframe requirements and that they can complete the work to the required specifications. The work plan shall incorporate the following elements:

- Study development schedule and milestones
 - Study team partners and personnel
 - Public Participation Plan
 - Proposed communication and reporting processes
 - Progress reporting and invoicing
- Documentation of lessons learned per grant reporting requirements.

Task 1 Deliverables:

- Monthly progress reports and invoices
- Project kick-off meeting, agenda, and meeting summary
- Regularly scheduled coordination meetings, agendas, and meeting summaries
- Project Workplan and Schedule

Task 2: Plan Goals

One of the eligibility criteria for a qualifying Comprehensive Safety Action Plan to meet the requirements enabling localities and regional bodies to apply for implementation funding is that there is a demonstrated leadership commitment to significantly reduce or eliminate roadway fatalities and serious injuries. The purpose of this task is to facilitate the leadership commitment from the regional Commission as well as from each of the six participating jurisdictions.

Task 2 Sub-tasks:

- **Regional Stakeholder Group:**

The consultant team shall work with the TJPDC staff to establish a stakeholder group comprised of members of each of the six participating jurisdictions. The consultants shall meet with the regional stakeholder group to discuss the purpose of the plan, the general approach that will be taken, and

develop regional plan goals and objectives. There must be an opportunity for stakeholders to review the goals and objectives once drafted. Consultants shall draft a commitment letter indicating the Commission's support of regional initiatives that will reduce fatal and serious injury crashes for the Commission to approve.

- **Jurisdictional Meetings:**

The consultant team must attend at least one meeting with the governing body of each jurisdiction to develop goals and objectives that are specific to each locality. There must be an opportunity for the local jurisdictions to review the goals and objectives once drafted. Consultants shall draft a commitment letter stating the goal for reductions in fatal and serious injury crashes for each of the jurisdictions to approve.

Task 2 Deliverables:

- Regional Safety Action Plan goals and objectives
- Jurisdiction Safety Action Plan goals and objectives
- Commitment Letter for each jurisdiction and for the Commission

Task 3: Data Analysis and Statistics

This task involves the review and analysis of existing crash and safety data. The TJPDC will be working with VDOT's Highway Safety Improvement Program to conduct a safety and crash analysis for all six jurisdictions. The consultant team shall review VDOT-developed data, review and evaluate data and findings from existing related plans and studies and perform additional analysis using other data sources that may be useful in identifying gaps in existing network safety considerations. The consultant team shall use this data to identify trends in crash indicators and geographic contexts.

Task 3 Sub-tasks:

- **Crash Data:**

The consultant team shall obtain, review, and analyze data that will be developed through the VDOT regional crash and safety analysis, as well as data developed through traffic analyses completed as part of other corridor/intersection studies such as VDOT Project Pipeline studies, corridor studies, and other relevant traffic studies.

- **Existing Plans and Documentation:**

The consultant team shall review associated planning documents within the six jurisdictions to understand the priorities and goals for each community as well as documenting relevant public feedback that has occurred through previous related planning activities.

- **Supplemental Data Collection:**

The consultant team should identify any significant gaps in data to determine where supplemental information may need to be collected. Examples of potential data gaps may include bicycle and pedestrian activity in rural areas, safety concerns on privately maintained road networks, latent demand for multi-modal infrastructure, etc. Consultants may identify additional existing data sources or targeted public or stakeholder engagement strategies to supplement the analyses completed in other Task 3 Sub-tasks.

- **Geographic Context:**

The consultant team shall develop a methodology with input from the TJPDC to analyze crash factors based on geographic context (for example, urban/rural, existing and future land use, etc.).

The geographic groupings will inform the development of context-sensitive solutions within each locality and across the urban and rural areas in all jurisdictions.

- **Crash Factor Analysis and Mapping:**

The consultant team shall analyze the VDOT provided crash data and other supplemental data as may be identified and develop graphics to demonstrate historical trends and key findings with respect to contributing factors and crash types, such as time of day, age of responsible party, high-incident locations, and bike/ped involvement.

- **Crash Equity Analysis and Mapping:**

The consultant team shall analyze the crash data and other supplemental data with respect to equity classifications available within the FARS (Fatality Analysis Reporting System) crash dataset, through ACS (American Community Survey) data, Health Opportunity Indices, or other relevant data sources that can be linked to available crash data.

Task 3 Deliverables:

- Technical memo reporting findings based on data analysis and plan review
- Geographic Context Methodology
- Six or more crash factor analysis graphics/maps
- Twelve or more crash equity analysis graphics/maps

Task 4: Regional Public Engagement

As part of the Safety Action Plan, robust stakeholder engagement and strategically scheduled public workshops will be conducted to share the details of the regional safety analysis conducted in Task 3 and gain any other insight on safety issues from the public's perspective. Specific effort needs to be given to soliciting input from historically underserved communities. Information received from stakeholders and the public should be analyzed and incorporated into the final Safety Action Plan document. Task 4 focuses on public engagement that is assumed to occur on a regional basis.

Task 4 Sub-tasks:

- **Develop and Maintain a Contact Database:**

Develop and maintain a contact database of community organizations with input from the TJPDC staff and other jurisdictional stakeholder group members. The consultant team shall work with the TJPDC staff to ensure that minority and special interest groups are represented in the database and support the identification of any under-represented groups.

- **Community Champions:**

The consultant team shall identify key stakeholders to serve as "community champions." These community champions should be representative of the community, ensuring that underserved communities and special interest groups are included in the list of identified community champions with input from TJPDC staff. The community champions will support broader engagement and awareness of the project, as well as ensure that all technical stakeholders and professional staff are engaged in the project. The consultant team shall individually reach out via phone or email to the top-tier community organizations to introduce the project and review the goals and objectives of the Comprehensive Safety Action Plan. The consultant team shall identify appropriate organizational representatives to participate in planned Community Champion meetings.

- **Community Champions Meetings:**

The consultant team shall conduct a minimum of three meetings with identified top-tier Community Champion representatives. The purpose of these meetings will be to provide training and informational materials to Community Champions to equip them to encourage engagement in the development of the Comprehensive Safety Action Plan with their organizational networks.

- **Public Engagement Toolbox/Marketing Materials:**

The consultant team shall develop a toolbox of informational materials that community champions and other stakeholders can distribute to promote understanding of the Comprehensive Safety Action Plan and encourage engagement, including sharing information on how community members can get engaged in the planning process. Materials developed as part of the toolbox should include:

- Flyers
- Sample language for email
- Talking points
- Comprehensive Safety Action Plan Goals and Objectives
- Study Fact Sheet

- **Stakeholder Meetings:**

The consultant team shall work with the TJPDC to develop the list of stakeholders that shall be included on a stakeholder committee. This stakeholder committee shall include representatives from each of the six jurisdictions, as well as other regional organizations whose coordination and involvement will be essential in the successful development and implementation of the Comprehensive Safety Action Plan. The consultants shall develop meeting materials and facilitate a minimum of eight stakeholder committee meetings throughout the duration of the project. The consultants shall develop the meeting agendas, send out meeting notifications, take meeting notes, and send out meeting summaries.

- **Study Branding:**

The consultant team shall create a study logo for use in communications related to the study. The logo must be formatted for both electronic and print media. The consultants shall develop templates for various media formats based on the developed branding, including, but not limited to: PowerPoint presentations, email communication, documents, memos, meeting agendas, meeting summaries, sign-in sheets, maps, and any other graphic materials. The templates shall be provided to the TJPDC in a format that can be edited by TJPDC staff and other stakeholders.

- **Study Website/Online Portal:**

The consultant team shall design, develop, host, and maintain a project website to be active through the duration of the study. The website shall host all relevant study information, including project background, draft reports, maps, and opportunities for the public to provide comments and find information on ongoing engagement activities such as public meetings or surveys. The webpage shall be developed with the understanding that the ownership shall transition to the TJPDC upon project completion for the purposes of archiving the completed study information.

- **Comment Database:**

The consultant team shall maintain a database of comments received throughout the duration of the study. This database must include comments received through all formal public engagement initiatives that occur as part of the study process including those submitted through the online comment form, surveys, emails directed to TJPDC staff or consultant project contacts, public meetings, surveys, letters, public intercepts, and phone calls directly related to study activities, as

well as any other formal communication that may be part of the study. The database must be searchable based on various characteristics that may be of interest such as comment type, jurisdiction, study phase, source of comment, etc. The database should be maintained in a shared format so that TJPDC staff and jurisdiction staff can access and add comments as appropriate.

- **Public Engagement Survey:**

The consultant team shall develop and administer a web-based survey for jurisdictions using MetroQuest (available for use through the VDOT contract) or a similar platform. The survey should gather input to inform the development of the Comprehensive Safety Action Plan by receiving public feedback on safety concerns and priorities in each of the six participating jurisdictions. The survey must be developed in coordination with TJPDC staff.

- **Virtual Story Map:**

The consultant team shall develop one ArcGIS StoryMap for inclusion on the project website to aid the communication of existing conditions, equity considerations, historic trends, data sharing, etc. The consultant team must consult with TJPDC staff to develop the StoryMap content and should consider the use of text to improve accessibility and understanding of mapped content. The StoryMap should be developed using TJPDC's ArcGIS Online account. If it is developed using the consultant's account, the StoryMap must be transferred to the TJPDC's ArcGIS Online account before the end of the project.

- **Virtual Public Engagement:**

The consultant team shall prepare, execute, and facilitate two virtual public engagement events for two rounds of public engagement, for a total of four virtual events. The consultant team shall prepare all presentation materials and graphics with input from TJPDC staff. The consultant team shall document feedback received from the meeting and prepare a document summarizing the meeting results. The consultant team shall develop materials for the purpose of promoting the public meetings, including social media graphics. The consultant team shall work with TJPDC staff to promote the meetings.

The consultant team shall host the meetings on a platform of their choosing, manage the registration, and manage the meeting logistics, including the coordination of breakout rooms that may be used. The consultants should develop a run of show for the public meetings and schedule a meeting run-through with TJPDC project staff prior to the public meetings. The consultant team shall post meeting recordings and meeting summaries on the project website. The consultant team may coordinate meeting support such as note-taking or break-out room discussion facilitation with TJPDC staff.

Task 4 Deliverables:

- Database of Community Organizations
- Public Engagement Toolbox/Marketing Materials (Flyers, Sample language for email, talking points, Comprehensive Safety Action Plan Goals and Objectives, Study Fact Sheet)
- Community Champions Meetings (minimum of three meetings)
- Stakeholder Meetings (minimum of eight meetings)
- Branding Materials (logo, templates, etc.)
- Study Website
- Comment Database
- Public Engagement Survey

- Virtual StoryMap
- Virtual Engagement Meetings (2 meetings per round of outreach, 4 meetings total)
- Meeting summaries from each round of Virtual Public Engagement (Two meeting summaries)

Task 5: Locality-Specific Public Engagement

Task 5 focuses on public engagement that is expected to occur in each individual locality.

Task 5 Sub-tasks:

- **Public Intercepts:**

The consultant team shall develop materials for two rounds of public intercept opportunities within each of the individual localities. The consultant team should work with TJPDC staff and local jurisdictions to identify appropriate public intercept opportunities and determine preferred material formats. Public intercept opportunities may include activities such as tabling at planned events, presenting at community organization meetings, handing out information at high traffic locations, or other opportunities. The consultant team should prepare the materials for use at public intercepts. The consultant team may assume that TJPDC and/or locality staff will coordinate the logistics of the public intercepts and provide in-person support.
- **In-Person Meetings:**

The consultant team shall prepare, facilitate, and summarize two in-person public meetings in each locality. The consultant team shall work with TJPDC and jurisdictional staff to identify meeting location and coordinate logistics. The consultant team shall be responsible for creating meeting agendas, materials, and coordinating the on-site meeting logistics. The consultants shall prepare marketing materials to publicize the meetings and meeting summaries. The consultant team may rely on TJPDC staff to provide meeting support such as note-taking or break-out discussion facilitation.
- **City of Charlottesville Demonstration Project:**

The consultant team shall work with TJPDC and City of Charlottesville staff to plan and implement a demonstration project for the purposes of creating project awareness, educating the public on effective countermeasures, and inspire greater community engagement and involvement. The consultant team should work with Charlottesville City staff to determine project goals, identify potential demonstration project locations, and select and design the demonstration project. The consultants shall be responsible for designing the demonstration project but may assume that City staff will be responsible for the implementation. Design plans developed by consultants should include needed materials, maintenance of traffic plans, and documentation of required permits/approval. The consultants shall be responsible for developing any information or marketing materials that may be requested for placement at the site of the demonstration project.
- **City of Charlottesville Design Charette:**

Once priority projects are identified, the consultant team shall facilitate a two-day charette with the City of Charlottesville and identified study partners/stakeholders. The charette's purpose shall be to select and design a preferred project for implementation. The consultant team, in coordination with TJPDC staff, shall work with the Charlottesville City staff to identify stakeholders for participation, determine charette schedule and format, and coordinate meeting location and logistics.

Task 5 Deliverables:

- Materials for two rounds of public intercept events
- In-Person Public Meetings – Two rounds of in-person public meetings in each locality (12 meetings total) to include meeting materials, promotion, facilitation, and documentation
- Support for City of Charlottesville Demonstration Project
- 2-day Design Charette for the City of Charlottesville

Task 6: Determine Emphasis Areas

The consultant team shall identify emphasis areas for the region and for each individual jurisdiction. These emphasis areas should highlight the most pressing challenges to reaching zero deaths on the roadway network. A summary of the distinctions in the local/regional priority emphasis areas compared to the emphasis areas identified in the Virginia Strategic Highway Safety Action Plan should be developed. A summary table of the overall regional emphasis areas and the emphasis areas for each jurisdiction should also be developed to identify emphasis areas unique to localities in the region as well as emphasis areas that are recurring among the localities in the region. The analyses should include review of crosstab data developed by VDOT and additional analysis of crash fatality and injury data, as well as input received through public engagement efforts, to better understand primary emphasis areas impacting specific racial/ethnic groups. The consultants should verify data-based findings with a site visit in each locality and provide a summary of findings based on each site visit.

Task 6 Deliverables:

- List of emphasis areas for the region (1)
- List of emphasis areas for each locality (6)
- Site Visit Summary for each locality (6)
- Equity analysis of emphasis areas for each locality and for the region (7)

Task 7: Identify Crash Reduction Strategies

The consultant team shall identify countermeasures for both the region and each individual locality that have proven impacts to addressing safety issues identified through the study. These countermeasures should focus on the Four E's of Road Safety (Education, Engineering, Enforcement, and Emergency Response) and include measures that build a culture of safety and awareness among roadway users. Measures that support safe and efficient active transportation and transit access should be incorporated. Crash reduction strategies should consider the capacity of the entity to implement different types of solutions and the geographic context where implementation should occur as discussed in Task 3.

Task 7 Deliverables:

- Regional Countermeasures List (Draft and Final)
- Countermeasure List for Each Locality (Draft and Final) (6)

Task 8: Prioritize Countermeasures and Projects

Once crash reduction strategies are identified, the consultant team shall work with the regional stakeholders and the individual localities to develop a comprehensive list of projects and strategies to address the highest priority emphasis areas. The prioritization of projects and strategies should consider future land use, equity impacts, project cost/implementation feasibility, and overall staff capacity to support recommendations

related to ongoing programming. The consultant team shall develop a methodology to prioritize strategies and projects for the region and for each locality.

Projects with identified safety benefits that have been identified and developed through other planning initiatives such as local Comprehensive Plans, VDOT Pipeline Projects, or the MPO's Long Range Transportation Plan should be reviewed and incorporated into the Comprehensive Safety Action Plan for prioritization. Additional locations with significant safety needs, but no developed project, should be identified as planning priority locations, and areas where there are not documented safety concerns but opportunities for safety enhancements should also be identified. The consultant team should also identify any systemic improvement opportunities during the development of this plan.

The consultant team should develop maps and/or other graphics to demonstrate how recommended projects will address critical safety needs along the regional and local roadways.

The consultant team should work with each locality throughout this prioritization process to identify a project that will be appropriate for implementation through the fourth round of the Safe Streets and Roads for All grant program (anticipated application deadline of July 2025) or other existing funding programs. The consultants should work with locality staff and VDOT, in coordination with TJPDC staff, to develop a project scope, cost estimate, and supporting information that can be used to support an implementation grant application.

Task 8 Deliverables:

- Regional Prioritized Countermeasures (1)
- Project Evaluation Criteria (1)
- Project and Safety Need Maps
- Candidate Project List for Each Locality (6)
- Prioritized Countermeasure List for Each Locality (6)
- Implementation Project Scope, Cost Estimate, and Supporting Documentation for each locality (6)

Task 9: Prepare Draft Safety Action Plan

The components included in Tasks 1 through 8 shall be compiled into a Comprehensive Safety Action Plan for the TJPDC. A draft Safety Action Plan should be prepared with an opportunity for review by the TJPDC and local jurisdictions. The draft plan, including the incorporation of comments from TJPDC and locality staff, should be drafted no later than March 31, 2025. The stakeholder committee, TJPDC staff, and locality staff should be given no less than two weeks to review the plan and provide comments prior to preparing the draft Safety Action Plan for review by the local governing bodies. The consultants should be available to present the draft Safety Action Plan to each locality's governing body. The draft Safety Action Plan should include a regional summary, overview, and recommendations, as well as specific safety action plan chapters developed for each individual locality.

Each jurisdiction-specific chapter should include a summary of the jurisdiction, priority emphasis areas, summary maps and tables, and prioritized projects and strategies.

Task 9 Deliverables:

- Regional summary, overview, and recommendations
- Jurisdiction-Specific Chapters (6)

Task 10: Prepare Final Safety Action Plan for Adoption

Based on comments received in Task 9, the consultant team should prepare a final Comprehensive Safety Action Plan. The final Safety Action Plan may be provided to the TJPDC in an electronic format, with each jurisdictional chapter and regional chapter also provided as individual files. All graphics, data, maps, and any other data/resources/working documents/notes, etc. developed as part of the project should be provided to the TJPDC for record-keeping purposes.

Task 10 Deliverables:

- Summary of revisions made between the draft and final Comprehensive Safety Action Plan for each jurisdiction
- Final Multi-Jurisdictional Comprehensive Safety Action Plan
- Presentations of final Comprehensive Safety Action Plan recommendations at TJPDC Commission and Charlottesville-Albemarle Metropolitan Planning Organization Policy Board
- PowerPoint presentation for TJPDC and locality staff use in final plan adoption and ongoing information-sharing opportunities

Task 11: Project Wrap-Up

Once the Comprehensive Safety Action Plan is completed, the TJPDC staff will be responsible for the ongoing monitoring, reporting, and coordination among the regional stakeholders to meet the grant requirement guidelines. The consultant team shall be responsible for developing a monitoring template that the TJPDC will use for annual reporting and informational updates.

The consultant team shall also support wrap-up grant activity requirements such as developing a summary of lessons learned through the development of the multi-jurisdictional safety action plan. These lessons learned should be documented through the project duration and provided to TJPDC staff for use in final reporting to FHWA. TJPDC staff may also request additional information and guidance from the consultant team to develop the final report required by FHWA to close out the project.

Task 11 Deliverables:

- Reporting and monitoring template
- Lessons Learned Documentation
- FHWA Final Report Support as needed

Period of Performance

The period of performance for these services is expected to be September 1, 2023 through July 31, 2025. Approval of the Comprehensive Safety Action Plan by all localities and the TJPDC Commission should occur by June 30, 2025, with one month expected for final project close-out tasks.

Specific Information Requested Within Proposal

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

- Cover letter introducing the consultant team;
- Qualifications to include a brief history of the offeror's business and services, consultant team members and relevant experience, and the identification and contact information for the primary point of contact;
- A minimum of three (3) references from clients for whom the offeror has completed similar work products in the past, including the time period services were provided. Please provide a summary of the work performed and client contact information;
- Total Cost Estimate must not to exceed \$977,000, considering the following provisions:
 - Cost estimate for regional tasks must not exceed \$400,000;
 - Cost estimates for tasks completed specifically for the City of Charlottesville must not exceed \$205,000;
 - Cost estimates for tasks completed specifically for the County of Albemarle must not exceed \$84,000;
 - Cost estimates for tasks completed specifically for the County of Greene must not exceed \$72,000;
 - Cost estimates for tasks completed specifically for the County of Fluvanna must not exceed \$72,000;
 - Cost estimates for tasks completed specifically for the County of Louisa must not exceed \$72,000; and
 - Cost estimates for the tasks completed specifically for the County of Nelson must not exceed \$72,000.
- A work plan that specifically addresses all elements in the Scope of Work described herein, including a project schedule of required and recommended tasks and milestones.

Process and Deadlines

Solicitation Type:

- Competitive sealed request for proposal (RFP)

Date Issued:

- May 26, 2023

Date Due:

- Proposals must be received by 5:00 pm on Friday, June 30, 2023.

Questions:

- Please direct any questions regarding this RFP to Sandy Shackelford, sshackelford@tipdc.org or (434) 422-4823 by 5:00 pm on June 9, 2023. An addendum with questions and answers will be posted to [eVA](#) and the [TJPDC website](#) by 5:00 pm on June 16, 2023.

Proposal Submission:

- Offeror must submit all elements requested in this RFP by the due date and time via one of the following methods:
 - **eVA**, Virginia's eProcurement Marketplace (<https://eva.virginia.gov>), in response to the VBO listing titled "TJPDC-2023-05 Comprehensive Safety Action Plan"
 - By **mail** to: Thomas Jefferson Planning District Commission, c/o Curtis Scarpignato, 401 E. Water Street, Charlottesville VA 22902. Eight (8) copies of the proposal must be in a sealed container clearly marked on the outside with "RFP TJPDC-2023-05 Comprehensive Safety Action Plan"
 - **Delivered in person** to Thomas Jefferson Planning District Commission, c/o Curtis Scarpignato, 401 E Water Street, Charlottesville VA 22902. Eight (8) copies of the proposal must be in a sealed container clearly marked on the outside with "RFP TJPDC-2023-05 Comprehensive Safety Action Plan"
- Late or incomplete proposals will not be considered.
- If an offeror wishes to protect proprietary information within their proposal, the offeror must submit a redacted copy of their proposal before the proposal submission deadline. Justification for the redactions must accompany the redacted proposal. Pricing information cannot be redacted, nor can the entire proposal.
- The offeror must accept TJPDC's Terms and Conditions (see Attachment B). The offeror shall not use their own Terms and Conditions.

Selection Process:

- A selection committee will **evaluate** proposals within twenty business days of the closing date using the selection criteria outlined herein.
- Following the evaluation of the proposals submitted, the TJPDC reserves the option to conduct **informal interviews** with two or more offerors receiving the highest scores of all proposals received on time. Interviews with the highest scoring offerors will be conducted to better understand their alignment with the proposal. Interviews will be scheduled between July 24 and July 28.
- **Notification of a decision** will be made by Friday, August 4, 2023.
- **Notes:**
 - The TJPDC reserves the right to reject any or all proposals wherever it is in the best interest of the TJPDC. The TJPDC is an Equal Opportunity Employer. Minority and women-owned businesses are encouraged to submit a proposal.
 - The Thomas Jefferson Planning District Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders and offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Selection Criteria:

In evaluating proposals, the TJPDC will consider:

1. **Project Understanding:** The proposal demonstrates that the offeror understands the SS4A requirements, potential challenges, and required tasks. (20 points)
2. **Approach and Methodology:** The proposal demonstrates that the offeror has a well-developed plan to satisfy all items in the Scope of Work. (30 points)
3. **Experience and Qualifications:** The offeror's team members and any subcontractors have the necessary skills and experience to complete the Scope of Work. (25 points)
4. **References:** The offeror is able to demonstrate that it has successfully completed similar projects for previous clients. (15 points)
5. **Cost:** The proposal includes reasonable details of cost estimates broken out by project task and deliverables. (10 points)

General Assurance:

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the recipient hereby gives assurance that it shall promptly take any measures necessary to ensure that:

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the recipient receives Federal financial assistance from the US Department of Transportation (USDOT), including the Federal Highway Administration (FHWA).

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the recipient, so long as any portion of the program is Federally assisted.



RFP: TJPDC-2023-05 Comprehensive Safety Action Plan

Posted: May 26, 2023

Proposals Due: June 30, 2023

Attachments

Attachment A: Safe Streets and Roads for All Self-Certification Eligibility Worksheet

Attachment B: TJPDC General Terms & Conditions



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Attachment A: Safe Streets and Roads for All Self-Certification Eligibility Worksheet

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Safe Streets and Roads for All Self-Certification Eligibility Worksheet

This worksheet is not meant to replace the NOFO. Applicants should follow the instructions in the NOFO to correctly apply for a grant. See the SS4A website for more information: <https://www.transportation.gov/SS4A>

Instructions: This content is from Table 2 in the NOFO. The purpose of the worksheet is to determine whether or not an applicant's existing plan(s) is substantially similar to an Action Plan.

For each question below, answer "yes" or "no." If "yes," cite the specific page in your existing Action Plan or other plan(s) that corroborate your response, or cite and provide other supporting documentation separately.

An applicant is eligible to apply for an Action Plan Grant that funds supplemental action plan activities, or an Implementation Grant, only if the following two conditions are met:

- Answer "yes" to Questions **3 7 9**
- Answer "yes" to at least four of the six remaining Questions **1 2 4 5 6 8**

If both conditions are *not met*, an applicant is still eligible to apply for an Action Plan Grant that funds creation of a new action plan.

Lead Applicant:

UEI:

1 Are both of the following true?

- Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries?
- Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date?

YES

NO

If yes, provide documentation:

2 To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring?

YES

NO

If yes, provide documentation:

3 Does the Action Plan include all of the following?

- Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region;
- Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types;
- Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users; and,
- A geospatial identification (geographic or locational data using maps) of higher risk locations.

YES

NO

If yes, provide documentation:



4 Did the Action Plan development include all of the following activities?

YES NO

If yes, provide documentation:

- Engagement with the public and relevant stakeholders, including the private sector and community groups;
- Incorporation of information received from the engagement and collaboration into the plan; and
- Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.

5 Did the Action Plan development include all of the following?

YES NO

If yes, provide documentation:

- Considerations of equity using inclusive and representative processes;
- The identification of underserved communities through data; and
- Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics.

6 Are both of the following true?

YES NO

If yes, provide documentation:

- The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and
- The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.

7 Does the plan identify a comprehensive set of projects and strategies to address the safety problems in the Action Plan, time ranges when projects and strategies will be deployed, and explain project prioritization criteria?

YES NO

If yes, provide documentation:

8 Does the plan include all of the following?

YES NO

If yes, provide documentation:

- A description of how progress will be measured over time that includes, at a minimum, outcome data.
- The plan is posted publicly online.

9 Was the plan finalized and/or last updated between 2017 and 2022?

YES NO

If yes, provide documentation:





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TJPDC Contractual Agreement Template – General Terms & Conditions – 2023

1. Hold Harmless Provision

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

2. Employment Discrimination Prohibited

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

- a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Drug Free Workplace

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

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

4. Immigration Control and Reform Act

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

5. Virginia State Corporation Commission

If required by Titles 13.1 or 50 of the Virginia Code, or by other law, Contractor shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or is registered as a registered limited liability partnership. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms

TJPDC Contractual Agreement Template – General Terms & Conditions – 2023

of the contract. If Contractor fails to remain in compliance with the provisions of this section, the contract may be voided by TJPDC.

6. Payment of Sub-contractors

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

- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
- b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Contractor is obligated to pay interest to the sub-contractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by Contractor of payment from TJPDC for work performed by the sub-contractor under the contract, except for amounts withheld as allowed above in Subsection b. . Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

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

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

Additional Provisions for Federally-Funded Contracts

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

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

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

- a. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph a of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph a of this section.
- c. Withholding for unpaid wages and liquidated damages. Contractor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph b of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs a through c of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs a through d of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this section, are defined in 2 CFR Parts 180 and 1200. "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with Contractor or other Lower Tier Participants (such as subcontractors and suppliers).
- b. By signing the contract, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(ii) of this certification; and
 - iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- c. The certification in this section is a material representation of fact upon which reliance was placed when TJPDC determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, Contractor may terminate the contract for default.
 - d. Contractor shall provide immediate written notice to TJPDC if Contractor learns at any time that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - e. Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by TJPDC.
 - f. Contractor further agrees that it will include the certification in Paragraph b, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
 - h. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i. Except for transactions authorized under Paragraph e, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, TJPDC may terminate the contract for cause or default.
9. Compliance with the Cargo Preference Act (46 C.F.R. § 381.7(b)).

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

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

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

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

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

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

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

- a. Contractor certifies that all laborers and mechanics employed by it or by any subcontractors are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, an amended, 40 U.S.C. §§ 3141-3148 as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. Contractor also agrees to pay wages not less than once a week.
- b. If the certification described in Subsection (a) cannot be provided, Contractor agrees to provide a project employment and local impact report detailing:
 - i. the number of employees of contractors and sub-contractors working on the project;
 - ii. the number of employees on the project hired directly and hired through a third party;
 - iii. the wages and benefits of workers on the project by classification; and
 - iv. whether those wages are at rates less than those prevailing.

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

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

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

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

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

14. Examination and Retention of Records (10 C.F.R. § 600.242).

TJPDC and any of its duly authorized representatives shall, until three years after final payment under the contract, have access to and the right to examine any of Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

- i. Require Contractor to deliver any work described in the notice of termination;
- ii. Take over the work and prosecute the same to completion by contract or otherwise with Contractor being liable for any additional cost incurred by TJPDC; and
- iii. Withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to RRRC by Contractor.

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

- i. All completed work furnished to the satisfaction of TJPDC prior to the date of termination.
- ii. With respect to unfinished or incomplete work, all expenses from furnishing services, labor, materials, and equipment for such work prior to the date of termination.
- iii. A fair and reasonable amount for overhead and profit attributable to the items described above in Subsections (i) and (ii).

16. Compliance With Other Applicable Federal Laws and Regulations.

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