

# Request for Proposal

*RFP: TJPDC-2023-07 Branding and Marketing Project*

## Organizational Overview

Planning District Commissions (PDCs) are established and organized under the Regional Cooperation Act (*Code of Virginia*, 15.2-4200). The Thomas Jefferson PDC (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 serves as administrator and fiscal agent for the Charlottesville-Albemarle Metropolitan Planning Organization (CA-MPO), the Thomas Jefferson Planning District Commission Corporation (501(c)3), the Rivanna River Basin Commission (RRBC), and the Blue Ridge Cigarette Tax Board (BRCTB).

## Summary of Request

The Thomas Jefferson Planning District Commission (TJPDC) seeks branding and marketing services to develop a recognizable program name, logo, tagline, website, and strategic marketing materials to help people with disabilities, older adults and the agencies that serve them understand what a mobility management program is and how they can interact with it to improve access to resources and services through various transportation options.

## Scope of Work

The offeror's project scope must at a minimum address the tasks and deliverables listed below. 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 with Objectives (Attachment A).

### Task 1: Identity Mark

- A) Discovery and planning to define:
  - Audience profiles
  - Audience needs
  - Expected outcomes
- B) Program name and tagline based on audience feedback

- C) Logo Design: This shall include color specifications for various media and delivery of all the specific file types for both print and digital use
- D) Brand Style Guide

Developing a name, tagline, and logo will include gathering input from older adults and people with disabilities and the agencies that serve them. Our project partner, Jefferson Area Board for Aging (JABA), works directly with these populations and may assist with this activity.

### **Task 2: Website Design Support**

- A) Acquire a relevant Domain Name
- B) Support Design of the Landing Page
- C) Work with TJPDC's Communications Contractor to Deploy

### **Task 3: Marketing Materials and Implementation Plan**

- A) Creation of social media template materials, to run on Facebook and Instagram, to promote the program using the new branding/messaging
- B) Creation of a Power Point template and general program information presentation
- C) Design of Print Materials (No Production of print collateral necessary)
  - Flyers (printed and digital version)
  - Brochure
  - Magnet/decal
  - Associated merchandise (to be determined)
- D) Strategic Marketing Plan to direct future marketing actions

## **Period of Performance**

The TJPDC's goal is to launch the information and referral center on January 1<sup>st</sup>. To do so, we are looking for a design team who can work expeditiously and efficiently to support the program. The branding and marketing work that is required is broken down into tasks that can be completed in stages. We hope to start work on the project at the beginning of November 2023 and have completed, at a minimum, Tasks 1A and 1B by January 1<sup>st</sup>. Work will continue until all the deliverables are met; all deliverables must be completed by June 30, 2024.

## **Specific Information Requested Within Proposal**

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

- Business'/individual's legal name, address, and telephone number.
- Experience and Qualifications of 'key' personnel to be assigned to the project.
- A description of the company's or individual's prior experience, including three (3) examples of similar projects.
- 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 and samples of the finished product. Please provide a summary of the work performed and client contact information.
- Estimated cost of 'nonprofessional' service. (*Professional services per VPPA section 2.2-4301 defines 'professional services' as "work performed by an independent contractor within the scope*

*of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering. 'Professional services' shall also include the services of an economist procured by the state Corporation Commission.")*

## Process and Deadlines

### Method of Procurement:

- Competitive Negotiation

### Date Issued:

- Friday, October 20, 2023

### Date Due:

- Proposals must be received by 12:00 noon on Friday, November 3, 2023.

### Questions:

- Please direct any questions regarding this RFP to Sandy Shackelford, [sshackelford@tjpc.org](mailto:sshackelford@tjpc.org), 434-422-4823 by 5:00 pm on Friday, October 27, 2023. An addendum with questions and answers will be posted to [eVA](#) and the [TJPDC website](#) by 5:00 pm on Monday, October 30, 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-2023-07 Branding and Marketing Project"
  - By **mail** or **delivered in person** to: Thomas Jefferson Planning District Commission, c/o Ruth Emerick, 401 E. Water Street, Charlottesville VA 22902. A copy of the proposal must be in a sealed container clearly marked on the outside with "RFP TJPDC-2023-07 Branding and Marketing Project"
- 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 seven (7) business days of the closing date using the selection criteria outlined herein.
- Following the evaluation of the proposals submitted, **interviews** for offerors deemed responsive will be scheduled between November 8, 2023, and November 15, 2023.
- The TJPDC will conduct **negotiations** with one or more offerors deemed to be fully qualified and

best suited among those submitting proposals, on the basis of the factors involved in this Request for Proposal. The TJPDC will then select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

➤ **Notification of a decision** will be made by Friday, November 17, 2023.

➤ **Notes:**

- This project is dependent on the availability of grant funds. If for any reason funding should become unavailable, the project will be cancelled.
- 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) Experience (30 Points)

The offeror will describe their experience developing user inclusive project names, logos, websites, and materials for public services/programs. Provide at least three (3) examples of project names, logos, websites, and other informational materials.

2) Production Capacity (30 Points)

The mobility management program kick-off date is January 1<sup>st</sup>. TJPDC understands that this timeline is challenging and that only tasks 1A and 1B might be complete before January 1<sup>st</sup>. Offerors should describe how they plan to produce products quickly and on time. The offeror should describe their ability to meet tight deadlines. Also, share a plan and staff assignments for the timely completion of this branding and marketing study.

3) End User Engagement (24 Points)

Offerors should explain their strategies to engage end users in the design process. Provide examples of how they have engaged end users in the past and the resulting products.

4) Accessible Design (12 Points)

The end users of this program are older adults and people with disabilities. Some of the program users will have vision, hearing, or speech disabilities and could use different ways to communicate. All the materials should be clear and easy to understand. Digital materials should follow Web Content Accessibility Guidelines (WCAG). Print materials should have larger print with contrasting background and text. Offerors should share their experiences developing and examples of materials that clearly explain complicated programs and are accessible to people with low vision.

5) MBE/WBE/DBE Participation (4 Points)

6) Overall Value (100 Points)

The anticipated budget for this project is \$30,000.

**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.

**Attachments**

**Attachment A: Scope of Work with Objectives**

**Attachment B: TJPDC General Terms & Conditions**

# Scope of Work with Objectives

Branding and Marketing Project for-  
TJPDC's New Mobility Management Program  
10/06/2023  
Lucinda Shannon  
lshannon@tjpd.org  
413-219-1748

## Background

The Thomas Jefferson Planning District Commission is starting a new mobility management program to improve transportation access for older adults (65 plus) and people with disabilities. This program is primarily funded through a Virginia Department of Rail and Public Transportation (DRPT) grant. The launch of the program will include an information and referral center to connect older adults and people with disabilities to existing transit and transportation services. Additionally, the program aims to document the community's unmet transit/transportation needs to provide technical assistance and support to human services and transit providers to develop additional services in the coming years that will meet the identified unmet transportation needs.

The mobility management program is based on the Federal Transit Administration's (FTA) mobility management concept of coordinating existing services through one access point, often called a "One-Click-One-Call Center". The intention is to simplify services for the public. The Charlottesville area has three public transit providers, CAT, Jaunt, and the University Transit Service (UTS), as well as countless private transportation providers (Uber, Lyft, etc.). Rather than navigating all the service offerings independently, community members will be able to visit a one-call-one-click information center to reach a counselor to answer questions and help users find the most effective and efficient transportation option that meets their needs.

A similar program to TJPDC's new mobility management program is the [Rappahannock-Rapidan Regional Commission's](#) Regional Transportation Collaborative (RTC), which operates a one-call-one-click center and coordinates other community services. The RTC is a group of service providers that work collaboratively across the Rappahannock-Rapidan Region to support, expand, and improve transportation options. The partnering organizations share resources, apply for funding opportunities together, and coordinate their services to:

- 1) Provide a more seamless transportation service and
- 2) Reduce service redundancies to be more efficient.

To ensure the launch of the new mobility management program is successful, the TJPDC will conduct a branding and marketing study to include the development of a recognizable program name, logo, tagline, website, and strategic marketing materials that will help people and stakeholders understand

what a mobility management program is and how they can interact with it to improve access to resources and services through various transportation options.

## Audience

There are two different audiences for this program: the public and partner agencies. The program is designed to serve older adults and people with disabilities who need transportation services to access goods and services. The program's service area includes the City of Charlottesville, Albemarle, Louisa, Greene, Fluvanna, and Nelson Counties. This includes both rural and urban populations, some currently without broadband access. Some of the clients will have communication disabilities like intellectual disabilities or low vision; the marketing materials produced will need to be accessible and easy to understand. While the program is intended to serve older people and disabled populations, it will serve any caller and is open to both the public and other service agencies.

The mobility management program will also interact with and attract partner agencies such as disability and aging service providers, transit agencies, and other groups who may engage with the target population or transportation services.

## Branding Objectives

The free service that the TJPDC's mobility management program will offer is greatly needed. The program will work with the existing service network to share the program's contact information. However, establishing a solid foundation to build the program's image on is critical in helping potential clients and human service agencies understand the services offered and how they can engage with the program.

The objectives we are working to achieve as part of this branding and marketing study are the following:

1. Create recognition and awareness of the mobility management program by the public and stakeholder agencies.
2. Ensure that branding and marketing materials contribute to overall understanding of the program's purpose.
3. Ensure public trust as the mobility management program expands to collaborate with additional transportation providers and partner agencies.

Mobility management programs are unique and can be difficult to explain. The TJPDC intends to build the program's brand on a foundation that clearly defines how the intended audience can interact with the program. Input from the end users will be crucial to developing a brand that resonates with them. The chosen consultant will gather input from older adults, people with disabilities, and service agencies that intersect with these populations to base their deliverables on feedback from the users.

The new program will be working with and referring vulnerable populations to different transportation providers, and needs an image, logo, or seal that people will recognize and know that this service is part of the new program. For example, an older adult calls the information and referral center, and they are scheduled on a ride with a volunteer driver program. When a stranger comes to pick them up, having the new program's logo, name, or seal visible will help ensure that they feel safe accepting this ride.

The new program's name, logo, or seal will also be displayed on partner agencies' websites and materials to let other agencies and clients know that they are part of this bigger mobility network.

## Products or Deliverables

The TJPDC's goal is to launch the information and referral center on January 1<sup>st</sup>. To do so, we are looking for a design team who can work expeditiously and efficiently to support the program. The branding and marketing work that is required is broken down into the tasks below that can be completed in stages. We hope to start work on the project before the end of October 2023 and have completed, at a minimum, tasks 1A and 1B by January 1<sup>st</sup>. Work will continue until all the deliverables are met, all deliverables must be completed by June 30, 2024.

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## Attachment B

### 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.