

Request for Proposal

RFP: TJPDC-2023-04 Mobility Management Services

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 Regional Transit Partnership (RTP), hosted by the TJPDC, is an advisory committee tasked with increasing collaboration among transit providers in Region 10. The RTP consists of elected officials, Jaunt board members, and transit staff. The RTP was established because there was an identified need in the region to increase collaboration among transit providers. The need for a coordinated approach to mobility management was identified partially as a result of the RTP's role in improving regional collaboration.

Summary of Request

The Thomas Jefferson Planning District Commission (TJPDC) is soliciting proposals to support the establishment and operation of the TJPDC's regional mobility management program, serving all jurisdictions within Region 10. The mobility management program will include the formation of a one-call-one-click information and referral center to connect seniors and individuals with disabilities to existing transportation services, identify unmet needs in the existing transportation system, and work with partners to develop strategies to address these critical needs. The TJPDC is seeking a partner to support development of the program and staff the one-call-one-click transportation information and referral center.

The offeror will provide one full-time Mobility Specialist for a regional one-call-one-click information and referral center. The Mobility Specialist will provide information and referrals on mobility options to the public, collect data on needs, and provide education and outreach—resulting in enhanced transportation services for seniors and individuals with disabilities. The Mobility Specialist will work directly with the TJPDC's Mobility Manager and regional stakeholders to develop and implement the program. The position

will be paid for by a federal grant through the US Department of Transportation's Mobility Management 5310 program. The successful offeror shall be a human service agency or similar organization that has experience providing information and referral services to seniors and individuals with disabilities. Experience with counseling the target population, collecting data, and transportation services in Region 10 is preferred.

Background

During the development of the TJPDC's Regional Transit Vision Plan, the need to coordinate transit services became apparent. The Vision Plan's aging and disability focus groups expressed a demand for enhanced services for seniors and individuals with disabilities. The transportation working group formed by the Charlottesville Area Alliance also identified a need for more support for transportation for seniors. Upon further investigation, transit and human service providers expressed support for a regional mobility management program. The proposed information and referral center will collect data on rides requested and rides received to develop a better understanding of unmet transportation needs. In future years, the TJPDC hopes to grow its mobility management program by supporting agencies in the development of new programs to help meet the identified transit needs.

There is limited quantitative data on transit needs for seniors and individuals with disabilities in the region. However, through the indicators shared by our community partners, there is an identified need to improve transportation services for seniors and individuals with disabilities in Region 10. In FY22, the TJPDC RideShare commuter assistance program received roughly 34 unsolicited phone calls and 18 emails asking for information/rides; over half of those were requests for transportation to/from medical appointments which cannot be accommodated through the RideShare program. Jaunt reported that in FY22 they received approximately 1,200 challenging ride requests that their services could not accommodate. The 211 Virginia Community Engagement program reported that transportation is in the top quartile of need categories in Region 10.

Using anecdotal and demographic data, we estimate that approximately 2,000 people will be served in the first year of this program. About 80% of the people served will be seniors (65 and older) and the remaining 20% will be individuals with disabilities. Based on the success of similar regional mobility management programs, it is expected that the one-call-one-click center will be able to double the number of people served in the subsequent years as it expands.

The offeror procured through this Request for Proposals will provide the services of one full-time mobility specialist to answer phones and provide information and referrals to the public, collect data, attend meetings, and assist with other program activities like marketing and building partnerships. The TJPDC will provide a part-time mobility manager to set up and manage the program. The mobility manager will be

responsible for meeting the program goals and objectives, building partnerships, training and supporting the mobility specialist, marketing to target populations, collecting data, and generating new funding sources.

There are three core public transit providers in Region 10. Charlottesville Area Transit (CAT) serves the urban areas with fixed route services; Jaunt serves the rural areas with demand response and limited fixed route commuter service and provides Americans with Disabilities Act (ADA) service for CAT's routes. The University Transit Service (UTS) serves the urban area for University of Virginia students. UTS's services are open to the public. However, they are designed to meet UVA's student and staff transportation needs.

Jaunt's Circulator service is a demand response, call-ahead service that provides door-to-door transportation services mostly within county borders. This service is limited in range, does not bring people into the urban center, and operates with limited service hours.

Jaunt also provides CONNECT service to transport people between certain counties. These services are a combination of fixed route and door-to-door, they transport into Charlottesville in the morning and back to the rural areas in the afternoon. They are intended for commuting, extended shopping trips, or other long appointments. The locations served by the CONNECT are Crozet, 29 North, Buckingham, and Lovingston. All the services, except Buckingham, are limited to weekdays. Buckingham County, while within Jaunt's service area, is not in the service area for this mobility management program.

With three separate transit providers, there is a need for a centralized one-stop center to provide users with information and referrals to the most appropriate transportation service. The one-call-one-click center will share information and referrals, increase coordination among providers, and gather data on transit needs for older adults and people with disabilities.

Scope of Work

The successful offeror shall provide the services of one Full-Time Equivalent (FTE) Mobility Specialist, or similarly titled position, to operate TJPDC's One-Call-One-Click Center for the initial nine months. The Mobility Specialist will provide direct services to seniors and customers with disabilities seeking assistance with trip planning and other program-related activities. The Mobility Specialist position will start three months into the 12-month contract period (following the federal fiscal year, October 1, 2023, to September 2024). The first three months would include start up activities requiring collaboration between TJPDC and the offeror. The TJPDC's Mobility Manger will provide project oversight and work directly with the offeror's Mobility Specialist. The offeror shall provide workspace and supervision for the Mobility Specialist as necessary to complete the activities under this agreement. The Mobility Specialist or similarly titled position will perform One-Call-One-Click Center and other program-related duties. The TJPDC will provide (or

reimburse costs associated with) a laptop and phone for use by the Mobility Specialist. These costs do not need to be included in the offeror's cost estimate.

All services provided under the agreement shall be carried out as described in the Project Implementation Plan and position description for the Mobility Specialist, located in Attachment B. The Implementation Plan shall be reviewed by the parties before June 30, 2023, and revised as needed based on funding and provisions in FTA Section 5310 grants.

In summary, the offeror will:

- **Provide** information and referrals on transportation options, and
- **Gather** data on transportation requests and unmet needs.

Additionally, the offeror will adhere to the following reporting requirements:

- Record, whenever possible, activities and documentation within the program software, provided by TJPDC, QuickBase.
- Provide records upon request and prepare reports for the purposes of seeking reimbursement from the Department of Rail and Public Transit, facilitated by the TJPDC's Mobility Manager.
- Provide proof of expenses, to include, personnel time sheets, payroll records, and receipts for allowable direct expenses upon request.

Period of Performance

The period of performance for these services is expected to be October 1, 2023 through September 30, 2024. The first three months will include startup activities coordinated with TJPDC's Mobility Manager, including support for the offeror to hire a full-time Mobility Specialist to work January through September. The TJPDC intends to continue and expand this program indefinitely, contingent on the availability of funds and offeror performance. Due to the variable nature of grant funding, the TJPDC anticipates soliciting proposals for this service annually.

Specific Information Requested Within Proposal

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

- **Cover Letter:** Introduce the offeror's organization.
- **Point of Contact:** Provide contact information for the primary point of contact for the proposal.
- **Abilities and Backgrounds of Key Personnel:** List the key personnel who will be responsible for providing services and provide resumes for those individuals.
- **Organizational Chart:** Help us understand your organizational structure by providing an organizational chart.

- **Cost Estimate:** Cost estimate not to exceed \$68,449.
- **Responses to Attachment A – Offeror Capability:** Offerors shall include responses to the prompts in Attachment A. Responses will be used to help determine the offeror's capability to perform the work.
- **Letters of support or endorsement:** Such supporting documents may be submitted with the application but are not required.

Process and Deadlines

Date Issued:

- RFP Issue Date: April 21, 2023

Date Due:

- Proposals must be received by 5:00 pm on Friday, May 12, 2023.

Proposal Submission:

- Offeror shall 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>)
 - by **email** with the subject: "RFP TJPDC-2023-04 Mobility Management Services" and in PDF format to:
 - Lucinda Shannon, Transportation Program Manager – lshannon@tjpd.org
 - Ruth Emerick, Chief Operating Officer – remerick@tjpd.org
 - By **mail** to: Thomas Jefferson Planning District Commission, c/o Lucinda Shannon, 401 E Water Street, Charlottesville VA 22902. Proposal must be in an envelope clearly marked on the outside with "RFP TJPDC-2023-04 Mobility Management Services"
 - **delivered in person** to 401 E Water Street, Charlottesville VA 22902. Proposal must be in an envelope clearly marked on the outside with "RFP TJPDC-2023-04 Mobility Management Services"
- Late or incomplete proposals will not be considered.
- If an offeror wishes to protect proprietary information within their proposal, they 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 C). The offeror shall not use their own Terms and Conditions.

Pre-proposal Conference

- An optional pre-proposal conference will be held at 12:00 pm on April 28, 2023, to provide a program overview and answer questions about the RFP. The conference will be held via Zoom and registration is required. Use this link to register for the conference:
<https://us02web.zoom.us/meeting/register/tZUtf-uhrjstEtI4Ff45QeScdaWk32KY4w-Y>
- You may submit questions ahead of the pre-proposal conference by emailing them to lshannon@tjpc.org.

Questions:

- Please direct any questions regarding this RFP to Lucinda Shannon (lshannon@tjpc.org or 434-979-7310 x 113) by 5:00 pm on May 1, 2023. An addendum with questions and answers will be posted to the [TJPDC website](#) by 5:00 pm on May 5, 2023.

Selection Process:

- TJPDC staff will **evaluate** proposals within ten business days of the closing date using the selection criteria outlined in this RFP.
- Following the evaluation of the proposals submitted, the TJPDC will engage in **informal interviews** with two or more offerors receiving the highest scores of all proposals received on time. Informal interviews with the highest scoring offerors will be conducted in order to better understand the offeror's alignment with the proposal. Interviews will be scheduled between May 15 and May 24, 2023.
- **Notification of a decision** will be made by Friday, May 26, 2023.
- *Notes:*
 - The TJPDC reserves the right to reject any or all proposals wherever it is the best interest of the PDC. 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:

- **Alignment:** The proposal demonstrates that the offeror understands the needs and priorities of the TJPDC's Mobility Management program, is proposing complementary services, and has demonstrated ability to comprehensively perform all services detailed in the request. (25 points)

- Experience and Qualifications: Overall organization size, structure, and capacity of the firm to perform the services required or anticipated to be needed. Experience and qualifications of proposed personnel assigned to provide the services. (50 points)
- Community Engagement: The agency has experience building collaborative efforts and projects. (15 points)
- Cost: The proposal is within the allocated funding amount. (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 will 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.

Attachment A – Offeror Capability

Please respond to the following prompts to help us fully understand your ability to perform the services requested. Limit the response length to the maximum number of characters noted for each question.

1. Alignment with mission
 - 1.1. Provide a brief history of your agency’s business and services. *(600 characters with spaces)*
 - 1.2. Describe your agency’s service area and the populations that your agency aims to serve. How are they related to seniors and individuals with disabilities and/or public transportation? *(600 characters with spaces)*
2. Experience and qualifications
 - 2.1. Once the agreement is in place, the project team will have several months to select/hire a Mobility Specialist. Describe the existing project team and the roles they will play in providing the requested services. Please provide an organizational chart and resumes of the team as an attachment. *(600 characters with spaces)*
 - 2.2. The target population for this service, seniors and people with disabilities, may need more assistance than a simple referral. Clients may need assistance scheduling rides and follow-up services. Describe the information and referral and/or counseling services that your agency currently provides and how they will intersect with the services described in this RFP. *(1,800 characters with spaces)*
 - 2.3. This contract requires the use of a data reporting system. Describe your agency’s qualifications related to the use of data collection tools. For example, does your agency use a customer relationship management system, ride scheduling software, or related tools? How has your agency used them to improve your services? *(700 characters with spaces)*
 - 2.4. Does your agency have eligibility requirements for services? If so, describe how you track the eligibility criteria for services. *(600 characters with spaces)*
 - 2.5. Please share any other relevant experience and qualifications. *(600 characters with spaces)*
3. Community engagement
 - 3.1. Describe how your agency engages with the community and collaborates with relevant partners and stakeholders. (Specifically, organizations serving seniors and individuals with disabilities and transit or other transportation providers.) *(1,800 characters with spaces)*

Attachment B – Implementation Plan and Position Descriptions

B.1 Project Implementation Plan

B.2 Mobility Manager Position Description

B.3 Mobility Specialist Position Description

Attachment B.1 – Project Implementation Plan

Activities	Responsible Parties	Benchmark	Timeframe	Target
Start a call center	Mobility Manager	Obtain a phone number and equipment for call center	October 2023- November 2023	1
Start a call center	Mobility Manager and successful offeror	Hire and train a Mobility Specialist	October 2023- November 2023	1
Start a call center	Mobility Manager with support from Mobility Specialist	Develop website and ride referral information	January 2024- February 2024	1
Start a call center and collect information on referrals and unmet needs	Mobility Manager	Implement a data system to track project success and transportation needs	November 2023 – January 2024	1
Provide transportation information	Mobility Manager	Number of website visits	January 2024 – September 2024	1000

Activities	Responsible Parties	Benchmark	Timeframe	Target
Provide transportation information	Mobility Specialist	Number of received calls for transportation information/rides	January 2024 – September 2024	2000
Provide transportation information	Mobility Specialist	Number of completed calls for transportation information/rides	February 2024 – September 2024	2000
Provide transportation information	Mobility Manager	Develop report detailing transportation conditions of older adults and people with disabilities in Region 10	September 2024	1
Provide transportation information	Mobility Manager	Number of presentations reporting transportation conditions and call center activities to community leaders	February 2024 – September 2024	5
Connect riders with	Mobility Specialist	Number of referrals to other transportation providers	January 2024 – September 2024	1500

Activities	Responsible Parties	Benchmark	Timeframe	Target
transportation services				
Promote services	Mobility Manager and Mobility Specialist	Number of presentations about services	January 2023 – September 2024	5
Create community partnerships	Mobility Manager	Establish or maintain community partnerships with at least two external organizations	October 2023 – September 2024	5
Identify and apply for additional funding sources	Mobility Manager and Mobility Specialist	Applications for additional funding to support mobility management	October 2023 – September 2024	3
Investigate new services to meet identified transportation needs for older adults and people with disabilities	Mobility Manager and Mobility Specialist	Number of new services/programs investigated	January 2024- September 2024	3

Attachment B.2 – Mobility Manager Position Description

POSITION SUMMARY:

Mobility management enhances transportation services for seniors and individuals with disabilities. It is meant to provide transit services that go above and beyond the Americans with Disabilities Act and improve personal mobility for individuals not well served by traditional transportation. Operating a one-call-one-click center to provide transportation referrals is one of the actions prescribed in Virginia’s Coordinated Human Services Mobility Plan. The part-time mobility manager will:

- establish and support a one-call-one-click center,
- develop partnerships with transit and human service agencies,
- recruit and train call center staff in seeking the most effective means for meeting an individual’s transportation needs, including identifying unmet transportation needs, and
- helping to develop transportation solutions.

The job requires creative collaboration with state and local stakeholders, human service agencies, and non-profits to explore, develop and promote long-term coordinated transportation solutions to unique community challenges. The Mobility Manager will demonstrate measurable outcomes for residents in the Region 10 Planning District service area. The successful candidate will achieve this through the development of a one-call-one-click ride referral center, including the hiring, training and supervision of one full-time mobility specialist. The manager will be responsible for the one-call-one-click center promoting transit and other appropriate services, information sharing, network building, customer support, and funding development. This position requires close collaboration with state, local human and transit service agencies and private providers to enhance access to transportation, with specific attention to minority communities, individuals with disabilities, seniors, low-income persons, and human service agency partners.

SPECIFIC DUTIES AND RESPONSIBILITIES:

Grant Management

- Manage DRPT grant and report program outcomes and transportation needs for seniors and individuals with disabilities to funders, stakeholders and the community.
- Explore and develop additional funding opportunities and maintain existing funding streams including writing of grant applications and related planning and budgets.
- Supervise call center staff and activities.
- Explore opportunities with partner agencies and potential funders to start additional complementary services.

One-Call-One-Click Call Center and Website Start Up

- Design, implement, and market a comprehensive one-call-one-click center and website to facilitate transportation services for seniors and individuals with disabilities.

- Research, maintain, and distribute a catalog of current transportation options and services in the Region 10 Planning District service area.
- Implement and maintain customer service database to track call center activities and identify transportation needs.
- Ensure that targeted consumers (seniors and individuals with disabilities) receive assistance with travel arrangements.

Outreach / Marketing

- Identify the best communication methods/channels to effectively reach audiences.
- Identify and provide education and outreach to customer groups in the Region 10 Planning District service areas, which may include: presentations, participation in local events, and active participation in relevant community groups to educate about transportation options and promote the use of the local public transit systems.

Networking / Community Building / Partner Relations

- Participate in regular meetings throughout the region to identify transportation needs, promote transportation options, and facilitate coordination efforts.
- Build partnerships between organizations with transportation resources to foster cooperation, connect services, and better leverage resources.
- Foster opportunities for new coalitions and partnerships.
- Participate in appropriate local and regional planning activities and efforts.

Support Transit Riders

- Assess transportation needs and provide input on recommendations to address unmet or unanticipated transportation needs.
- Document and report client requests and unmet transportation needs.
- Promote land-use policies that favor transit-oriented development, public transportation, and pedestrian access.
- Identify opportunities to improve coordination amongst partners and area transportation providers.

Miscellaneous

- Perform other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND QUALIFICATIONS:

This position requires a master's degree in social work, planning, public administration, or related field, with solid management, coalition building, and computer skills. Successful candidates will be well versed in all aspects of the Americans with Disabilities Act (ADA) and can communicate effectively with staff and the public with diverse backgrounds, which may include languages other than English as well as individuals with significant disabilities (physical, developmental, and/or intellectual). Excellent oral and written

communication skills are expected. Must be able to meet deadlines, work under pressure, work independently, and have strong interpersonal skills. Must have a valid Virginia Driver's license.

SPECIAL REQUIREMENTS:

TJPDC employees shall adhere with the American with Disabilities Act. The successful candidate must be able to perform the position's essential job functions with or without reasonable accommodation. The physical demands given in this job description are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made that allow individuals with disabilities to perform the essential job functions. To be considered eligible for consideration of accommodations, employees must request an accommodation and present a doctor's statement to management stating their physical limitations.

TJPDC is an Equal Employment Opportunity Employer. In addition to the provisions of Title VI of the Civil Rights Act of 1964, Federal Transit Laws, 49 U.S.C. 5332(b), states "no person in the United States shall on the grounds of race, color, religion, national origin, sex, or age be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any project, program or activity funded in whole or in part through financial assistance under this Act."

Attachment B.3- Mobility Specialist Position Description

POSITION SUMMARY:

Mobility management enhances transportation services for seniors and individuals with disabilities. It is meant to provide transit services that go above and beyond the Americans with Disabilities Act and improve personal mobility for individuals not well served by traditional transportation. Operating a one-call-one-click center to provide transportation referrals is one of the actions prescribed in Virginia's Coordinated Human Services Mobility Plan. The full-time mobility specialist will support a one-call-one-click center.

The mobility specialist acts as a travel agent/service coordinator to seek the most effective means for meeting an individual's transportation needs, including identifying unmet transportation needs and helping to develop transportation solutions. The successful candidate will achieve this through service advocacy, information sharing, network building, and customer support. This position requires close collaboration with local human-service and transit agencies and private providers to enhance access to transportation. The mobility specialist will provide transportation referrals and assistance to the public, over the phone with specific attention to seniors, individuals with disabilities, and human service agency partners.

SPECIFIC DUTIES AND RESPONSIBILITIES:

One-Call-One-Click Call Center and Website Staff

- Serve as the main point of contact for client inquiry.
- Assist targeted consumers (seniors and individuals with disabilities) who need assistance with travel arrangements.
- Work with the mobility manager to develop an understanding of Region 10's service area including existing services, organizations, and community transportation needs and obstacles to meeting those needs.
- Maintain and distribute a database of current transportation options and services in the Region 10 service area.
- Work with the mobility manager to communicate with CAT, Jaunt, and UTS operations and with other transportation providers to develop the knowledge necessary to provide training and education to regional customers, human service agencies, and other organizations to help meet their transportation needs.
- Use an online system to collect call center data like referral services and unmet needs.

Outreach / Marketing

- Work with the mobility manager to develop successful outreach tactics and materials to promote transportation options.
- Provide education and outreach to customer groups in Region 10's service areas, which may include: presentations, participation in local events, and active participation in relevant community groups to educate about transportation options and promote the use of the local public transit systems.

Networking / Community Building / Partner Relations

- Participate in regular meetings throughout the region to identify transportation needs, promote transportation options, and identify coordination opportunities.
- Work with transit customer service and human service agencies staff to communicate concerns and policies to resolve customer concerns.

Support Transit Riders

- Assist with the assessment of transportation needs and provide input on recommendations to address unmet or unanticipated transportation needs in the area.
- Document client requests and unmet transportation requests.

Miscellaneous

- Perform other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND QUALIFICATIONS:

This position requires solid human service experience, communications, and computer experience. Successful candidates will have the ability to communicate effectively with the public with diverse backgrounds, which may include languages other than English as well as individuals with significant disabilities (physical, developmental, and/or intellectual). Excellent oral and written communication skills are expected, and bilingual skills are a plus. Must have basic computer skills. Must be able to meet deadlines, work under pressure, work independently, and have strong interpersonal skills. Must have a valid Virginia Driver's license.

SPECIAL REQUIREMENTS:

TJPDC employees shall adhere with the American with Disabilities Act. The successful candidate must be able to perform the position's essential job functions with or without reasonable accommodation. The physical demands given in this job description are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made that allow individuals with disabilities to perform the essential job functions. To be considered eligible for consideration of accommodations, employees must request an accommodation and present a doctor's statement to management stating their physical limitations.

TJPDC is an Equal Employment Opportunity Employer. In addition to the provisions of Title VI of the Civil Rights Act of 1964, Federal Transit Laws, 49 U.S.C. 5332(b), states "no person in the United States shall on the grounds of race, color, religion, national origin, sex, or age be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any project, program or activity funded in whole or in part through financial assistance under this Act."

Attachment C

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

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.