



# CITY OF DANVILLE

## Carol G. Henley, Director of Purchasing

P.O. Box 3300  
Danville, VA 24543

427 Patton Street, Rm 304  
Danville, VA 24541

Phone: 434.799.6528 | Fax: 434.799.5102 | Email: [purchasing@danvilleva.gov](mailto:purchasing@danvilleva.gov)

### REQUESTS FOR PROPOSALS

Proposal No **RFP 24-25-104**

Title: "Installation of Concrete Curb for Danville Transit System's Bus Wash Bay"

Pre-Bid Meeting: A Pre-Bid Meeting will be held, May 5, 2025 at 10:00 AM at Danville Regional Airport, 424 Airport Dr. Danville, VA 24540 or by Zoom at:  
<https://zoom.us/j/98173365437?pwd=gBbdKL3iXYLg9d1fi9dFa2p6bb0wnT.1>

Meeting ID: 981 7336 5437  
Passcode: 962772

Last Day for Questions: Email questions to [purchasing@danvilleva.gov](mailto:purchasing@danvilleva.gov) by no later than 5:00, May 12, 2025.

Proposal Closing Date: Sealed proposals shall be accepted no later than May 22, 2025 by 4:00PM.

**Mail or Hand-Deliver to:**  
**Purchasing Department**  
**427 Patton Street, Room 304**  
**Danville, VA 24541**

**Electronic bids will be accepted on eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov))**

Direct Bidding Procedures Inquiries to: Carol Henley, Director of Purchasing  
(434) 799-6528  
[purchasing@danvilleva.gov](mailto:purchasing@danvilleva.gov)

Project Owner: Marc Adelman, Director of Transportation Services, [madelman@danvilleva.gov](mailto:madelman@danvilleva.gov)

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## 1.0 **SCOPE OF WORK**

It is the intent of this “RFP” to secure, through competitive negotiations, a highly qualified and responsible contractor to perform the Scope of Work described herein to install a concrete curb to support the installation of 12’ tall poles that will be mounted to the curb by the contractor. Please see Section 6.0 of this document for project specifications that were completed by a structural engineering firm.

The Scope of Work as described below may not be all-inclusive and is meant to provide general description of the requirements and objectives of the City for each project. Offerors are encouraged to submit any questions they may have as to the scope of work or any other aspect of this project in writing as indicated on the RFP cover page prior to proposal submission. The Contractor shall provide all labor, equipment, tools, incidentals, and materials (except as noted) to complete the project. Federal and state funding has been awarded to the City of Danville to assist with financing the project.

The Contractor is to acquire all necessary licenses and permits for the work.

Please note that interested contractors **MUST** complete an onsite inspection of Danville Transit’s Bus Wash Bay area prior to submitting a proposal. Contractors should contact 434-799-5110 to schedule an onsite inspection.

This project includes federal contract clause requirements including Davis-Bacon wage rate requirements. Davis-Bacon wages will be provided at the pre-bid meeting and posted with the Attendees List. Interested companies must execute the sign-off sheet related to these requirements. Interested contractors are encouraged to seek DBE participation for this project.

All work shall be completed by July 31, 2025. A Notice to Proceed will be coordinated with the City’s Project Manager.

The contractor will be charged liquidated damages in the amount of \$50 per each calendar day, including weekends and holidays, the project remains incomplete beyond the indicated time of completion.

Lump sum payment will be made for the project upon its completion and acceptance.

1.1 **Submit invoice(s) to:**

City of Danville  
Accounts Payable  
PO Box 3300  
Danville, VA 24543  
Attention : Marc Adelman, Director of Transportation Services

1.2 **Deadline**

Sealed Proposals shall be submitted no later than **May 22, 2025 at 4:00 PM** to:

**City of Danville  
Purchasing Department  
Attn.: Carol Henley  
427 Patton Street, Room 304  
Danville, VA 24541**

**Bids will not be accepted both electronically and on paper. The bid with the latest time stamp received prior to the due date and time will be evaluated for each Bidder.**

2.0 **SUPPLEMENTAL GENERAL CONDITIONS**

2.1 **Award Criteria**

2.1.1 The award will be made to the proposal conforming to the RFP and will be most advantageous to the City. Price, Technical recommendation, and other factors considered such as delivery time, quality, operating and maintenance cost, service, resale value, etc.

2.1.2 The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

2.2 **Authority**

2.2.1 The Director of Purchasing as the designee of the City Manager has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, purchase order or other award issued by the City of Danville. In the discharge of these responsibilities, the Director of Purchasing may be assisted by assigned buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Danville for an indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

2.2.2 This procurement process, including withdrawal of proposals and appeals or protests, is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville Purchasing Department, PO Box 3300, Danville, VA 24543.

## 2.3 **Method of Bid Submission**

2.3.1 Proposals will not be accepted both electronically and on paper. Each supplier must choose only one method of submission to avoid any confusion or duplication of entries. **The latest dated and time stamped proposal will be the only proposal accepted and evaluated.** No proposal may be considered if received after the time shown on the title page. The allowable methods for submitting are electronic and paper submission.

2.3.2 Paper Submission: Proposals must be written in ink or typewritten. Unsigned or qualified bids will not be accepted. Envelopes must be sealed and marked in the lower left-hand corner **RFP 24-25-104 “Installation of Concrete Curb for Danville Transit System’s Bus Wash Bay”** and submitted to the office indicated on the title page.

2.3.3 Electronic Submission: Suppliers who choose to submit their proposals electronically must ensure that they are registered on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov). Solicitations can be found under the Business Opportunities Tab > Virginia Business Opportunities (VBO). Search RFP 24-25-104. When addenda are issued, suppliers that have submitted an electronic response will have to RESUBMIT their response to the latest version of the solicitation.

2.3.4 Suppliers are expected to examine all instructions, specifications, drawings, sites, installations, etc. Failure to do so will be at the Supplier’s risk. Erasures or other changes must be initialed by the person signing the bid.

2.3.5 Suppliers must be registered in eVA if the local public body is:

- A. Accepting electronic AND paper responses
- B. Awarding to a supplier that has submitted a paper response
- C. Posting award actions in eVA

**There is no cost for eVA registration**

## 2.4 **Proposals Binding 60 Days**

Unless otherwise specified all formal Proposals submitted shall be binding for sixty (60) calendar days following submission date.

## 2.5 **Enforcement**

This Agreement and the performance hereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

## 2.6 **Interpretation**

2.6.1 If any person contemplating the submission of a proposal on this invitation is in doubt as to the true meaning of any part of the plans, specification, or other document, he should submit a written request for an interpretation thereof to the Director of Purchasing. An interpretation of the proposal invitation document will be made only by written addendum issued to each potential Offeror.

THE CITY WILL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF PROPOSAL INVITATION DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH.

2.6.2 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

## 2.7 **Patents**

The Vendor agrees to indemnify and save harmless the City, and all personnel from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

## 2.8 **Prices**

2.8.1 All prices are based on delivery to the destination designated in the RFP including packing charges. Any discounts for payment (Invoicing Terms) should be entered on the proposal page and will be considered in the evaluation.

2.8.2 Unless lump sum is specifically requested, unit and extended prices should be given. Failure to do so may cause proposal to be rejected. In all cases, the unit price shall govern.

2.8.3 All proposals for construction services that exceed \$500,000 will require a 5% bid bond as well as 100% payment and performance bonds.

## 2.9 **Performance**

In case of default by the Vendor, the City may procure the commodity or services from other sources and hold the Vendor responsible for any excess costs occasioned thereby.

## 2.10 **Specifications and Product Description**

Any available printed material or literature which describes the product being offered for sale shall be included with the proposal.

## 2.11 **Taxes**

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.

## 2.12 Vendor’s Relationship to the City

### 2.12.1 **Independent Contractor**

It is expressly agreed and understood that the Vendor is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the City. The contract specifies the work to be done by the Vendor, but the method to be employed to accomplish the work shall be the responsibility of the Vendor.

2.12.2      **Subcontracting**

Vendor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under this contract; and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

2.12.3      **Payments to Subcontractors**

a. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City of Danville for work performed by the subcontractor.

1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributed to the work performed by the subcontractor under that contract; or

2. 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.

b. Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal identification numbers.

c. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed in subdivision 1.

d. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

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

A contractor’s obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

2.12.4      **Novation**

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Vendor’s rights or benefits under the Contract

is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

### 2.13 **Drug Free Workplace**

During the performance of this contract, the vendor agrees to:

- a. Provide a drug-free workplace for the vendor’s employees.
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free workplace.
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a vendor 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.

### 2.14 **Indemnification**

The Vendor shall indemnify the City, its agents, officers, and employees, against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees, from any claims, demands, suits, actions, or proceedings of any kind, including workers’ compensation claims, of or by anyone, in any way resulting from or arising out of the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Vendor or Vendor’s subcontractors. Vendor shall procure and maintain, at Vendor’s own cost and expense, any additional kinds and amount of insurance that, in Vendor’s own judgment, may be necessary for Vendor’s proper protection in the prosecution of the work.

b. The Vendor shall, at his own expense, appear, defend, and pay all charges of attorney and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City, and/or its officers, agents, and employees, in any such action, the Vendor shall, at his own expense, satisfy and discharge the same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.

c. The Vendor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions,

general strikes through the trade, or by freight embargoes not caused or participated in by the Vendor. The Vendor shall have charge and control of the entire work until completion and acceptance of the same by the City.

d. The Vendor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

e. The Vendor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

## 2.15    **Insurance**

a. Worker’s Compensation including Occupational Disease and Employer’s Liability Insurance: The Vendor shall take out and maintain during the life of the Contract, Workers’ Compensation and Employer’s Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Workers’ Compensation and Employers’ Liability Insurance for all of the latter’s employees to be engaged in such work.

b. Comprehensive General Liability Insurance: The Vendor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive  
Premises – Operation  
Products/Completed Operations Hazard  
Contractual Insurance  
Underground Hazard  
Explosion & Collapse Hazard  
Independent Contractor and Subcontractor  
Broad Form Property Damage  
Personal Injury

c. Automobile liability insurance with minimum combined single limits of \$500,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles  
Non-owned Vehicles



d. Umbrella Policy: At the option of the Vendor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage herein required. However, any such umbrella policy must have minimum coverage limits of \$2,000,000.00.

**2.16 Equal Employment:**

During the performance of the contract, the vendor agrees as follows:

a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

b. The Vendor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

c. The Vendor, in solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such vendor is an equal opportunity employer.

d. 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

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

f. The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

g. The contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ and unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Virginia Title 13.1 or Title 50 or as otherwise required by law.

A contractor organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

RFP 24-25-104      "Installation of Concrete Curb for Danville Transit System's Bus Wash Bay"

The undersigned Proposer acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

FAX #: \_\_\_\_\_ Email \_\_\_\_\_

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

(Signed)

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

(Printed or Typed)

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

City of Danville Business License # \_\_\_\_\_

Federal Tax # \_\_\_\_\_

Registered as a contractor under Chapter 175E, Section 4539(117), Code of Virginia as amended by Chapter 404, Act of Assembly, 1944, Certificate No. \_\_\_\_\_.

Virginia SCC registration No. \_\_\_\_\_

### **3.0    EVALUATION AND AWARD**

The City intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City’s estimation, provides the greatest overall benefit to the City of Danville. The City reserves the right to reject any or all offers and to not make an award.

A selection committee composed of City staff will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, any Offeror whose proposal is deemed to be unacceptable. Those Offerors offering proposals deemed acceptable will be evaluated and scored by the selection committee based on the criteria below:

- Overall qualifications of the contractor including key personnel assigned to the project (25%)
- Prior experience of the contractor with similar projects and references (35%)
- Price identified by contractor to complete the project (40%)

Upon the selection committee’s completion of its proposal evaluations, it will select at least two (2) Offerors, if there be that many, who are deemed fully qualified and best suited to advance to the discussion and negotiation phase or, should the selection committee determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, the City may then negotiate and award a contract to that Offeror.

Otherwise, the selection committee will then negotiate with the selected Offeror(s) utilizing a forced elimination process. To inform this process, the selection committee may require multiple informal meetings or discussions with the selected Offeror(s). The selection committee may request revisions to any portion of the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on perception of the best value considering all relevant factors. The final decision may or may not exactly reflect the initial RFP scoring process.

The City of Danville in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders 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 natural origin in consideration for award.

### **4.0    PROPOSAL REQUIREMENTS**

- Submit one (1) original and three (3) hardcopies
- A brief history of the company
- Statement of Qualifications – A detailed description of similar projects successfully completed by the company in the past five years. Include the name and contact information of each client for reference purposes
- Project Approach – A detailed description of how the company proposes to approach the project
- Project Schedule identified for the installation of the concrete curb
- An itemized price proposal that will be evaluated based on the total amount identified
- Letter stating willingness to be interviewed on site at the City of Danville and provide documentation to interested parties.

## **5.0    FTA FEDERAL-AID REQUIRED CONTRACT CLAUSES**

### **FTA CONTRACT CLAUSE REQUIREMENTS (1 – 18)**

As identified below, third party contract clauses are required for this contract per FTA Circular 4220.1F, Revised February 2, 2023. Interested vendors should sign below that they have read and will comply with these federal contract clause requirements identified below. In addition, please sign the tax liability certification included after the FTA contract clause requirement section.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

#### **1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.**

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).] The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**2. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.** [These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).] A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of 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 or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate. B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate. C. Contractor shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **3. ACCESS TO RECORDS, REPORTS, & SITES.**

A. Record Retention. Contractor shall retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements,

other third-party agreements of any type, and supporting materials related to those records. B. Retention Period. Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. C. Access to Records. Contractor shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the Agency, and their duly authorized representatives to inspect and audit records and information Rev. 02/2023 FTA Master Agreement dated November 2, 2022, related to performance of this contract as reasonably may be required. D. Access to the Sites of Performance. Contractor shall permit FTA, the Agency, and their duly authorized representatives’ access to the sites of performance under this Contract as reasonably may be required.

#### **4. FEDERAL CHANGES.**

Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Phoenix and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor’s failure to so comply shall constitute a material breach of the Contract.

#### **5. CIVIL RIGHTS.**

The AGENCY must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an AGENCY or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements. A.

Nondiscrimination in Federal Public Transportation Programs. 1. Contractor must prohibit: (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; (b) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (c) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and (d) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. 2. Contractor must follow the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program. B. Nondiscrimination – Title VI of the Civil Rights Act. Contractor must: 1. Contractor must prohibit discrimination based on race, color, or national origin, 2. Contractor must comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and (c) Federal transit law, specifically 49 U.S.C. § 5332; and 3. Contractor must follow: (a) the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and (c) all other applicable federal guidance that may be issued. C. Equal Employment Opportunity. 1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (b) Title I of the Americans with Rev. 02/2023 FTA Master Agreement dated

November 2, 2022 Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.” Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements. 2. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations. 3. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.” 4. Equal Employment Opportunity for Construction Activities. When undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60; and (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

## **6. INCORPORATION OF FTA TERMS.**

[These requirements do not apply to micro purchases (\$10,000 or less, except for construction contracts over \$2,000).] The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

**7. FEDERAL TERMINATION RIGHTS.** The termination rights under this Contract are in addition to, and in no way limit, the Federal Government’s right to terminate as described in 2 CFR § 200.340.

## **8. TERMINATION.**

The AGENCY must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the AGENCY, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

## **9. EMPLOYEE PROTECTIONS.**

**A. Prevailing Wage & Anti-Kickback.** [These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.] 1. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the Rev.

02/2023 FTA Master Agreement dated November 2, 2022, statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. 2. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. B. Contract Work Hours/Safety Standards for Awards Involving Construction. [These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.] 1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. 2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, 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 this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause. 3. The FTA 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 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 this section. 4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these Rev. 02/2023 FTA Master Agreement dated November 2, 2022, clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract. C. Contract Work Hours/Safety Standards for Awards Not Involving Construction. [These requirements apply to all contracts (not involving construction) more than \$100,000 that involve the employment of mechanics or laborers.] 1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5. 2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions

made, and actual wages paid. 3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job. 4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

#### **10. VETERANS EMPLOYMENT.**

[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).] Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee. Rev. 02/2023 FTA Master Agreement dated November 2, 2022

#### **11. SAFE OPERATIONS OF MOTOR VEHICLES.**

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

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

C. Subcontracts. Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

#### **12. CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING.**

[These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).] A. Definitions. As used in this clause: (1) "driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (note: "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and (2) “text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (note: “text messaging” does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park). B. Executive Order. This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: (1) establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and (2) education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Rev. 02/2023 FTA Master Agreement dated November 2, 2022 C. Subcontracts. Contractor



shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

**13. PROHIBITED TELECOMMUNICATIONS/SURVEILLANCE SERVICES/EQUIPMENT.** The AGENCY is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; (C) Telecommunications or video surveillance services provided by such entities or using such equipment; and (D) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **14. ENVIRONMENTAL PROTECTIONS.**

Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance. A. National Environmental Policy Act. 1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; (b) the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ’s implementing regulations 40 C.F.R. part 1500 – 1508; (c) joint FHWA and FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. part 771 and 49 C.F.R. part 622; (d) Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note; and (e) other federal environmental protection laws, regulations, and requirements applicable to Contractor. 2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a) joint FHWA and FTA final guidance, “Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews,” January 14, 2013; (b) joint FHWA and FTA final guidance, “SAFETEA-LU Environmental Review Process (Pub. L. 109-59),” 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor. B. Environmental Justice. Contractor shall promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; (2) U.S. DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997; and (3) the most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance. C. Other Environmental Federal Laws. Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens

Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.” D. Use of Certain Public Lands. Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622. Rev. 02/2023 FTA Master Agreement dated November 2, 2022 E. Historic Preservation. Contractor shall comply with: (1) U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; (4) U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties. F. Indian Sacred Sites. Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.

#### **15. ENERGY CONSERVATION.**

Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.)

#### **16. TRAFFICKING IN PERSONS.**

Contractor and its subcontractors or their employees shall not: (A) engage in severe forms of trafficking in persons during the Contract Term; (B) procure a commercial sex act during the Contract Term; or (C) use forced labor in the performance of the Contract. Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

**17. DISADVANTAGED BUSINESS ENTERPRISES.** The DBE program applies to all DOT-assisted contracting activities.

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Danville Transit System’s overall goal for DBE participation is 5.3%. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Danville deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

**18. PROMPT PAYMENT**

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non- DBE subcontractors.

**FTA CERTIFICATION**

**OFFERS THAT DO NOT INCLUDE A COMPLETED CERTIFICATION, IF APPLICABLE, WILL BE REJECTED AS NONRESPONSIVE.**

Rev. 02/2023 FTA Master Agreement dated November 2, 2022

**TAX LIABILITY CERTIFICATION**

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: \_\_\_\_\_

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

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

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

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

6.0    **PROJECT SPECIFICATIONS**

Install 62’ of curb as described per the attached plans. Installation includes drilling and mounting curtain stand posts. The contractor is responsible for obtaining a work permit and coordinating and completing inspection requirements with the City if Danville’s Inspection office.

The City of Danville will complete testing to ensure that the concrete curb meets design specifications.

[Structural engineering specifications for bus wash curb.pdf](#)