

**Request for Quote for Legal Services for the Period July 1, 2019 through June 30, 2024  
(with potential of three – one-year extensions)**

Inquiries and Submissions should be directed to:

Bonnie Riedesel, Executive Director  
Central Shenandoah Planning District Commission  
112 MacTanly Place  
Staunton, VA 24401

Phone: 540-885-5174  
Email: [bonnie@cspdc.org](mailto:bonnie@cspdc.org)

**Purpose:** This Request for Quote (RFQ) is to contract for on-call legal services to be provided to the Central Shenandoah Planning District Commission (CSPDC) for the period July 1, 2019 through June 30, 2024, with the potential for a total of three (3) one-year extension periods.

**Who May Respond:** Only attorneys who are currently licensed to practice law in the Commonwealth of Virginia may respond to this RFQ. Preference may be given to those attorneys who maintain an office in or near the city(s) of Staunton and Waynesboro, or in Augusta County; or law firms including such attorneys.

**Instructions on Quote Submission:** All Quotes must be received no later than 4:00 PM on March 8, 2019.

**Inquiries:** Inquiries concerning this RFQ should be directed to Ms. Bonnie Riedesel via email at the following address [bonnie@cspdc.org](mailto:bonnie@cspdc.org). All responses to inquiries will be posted as amendments to the Request for Quote and will be posted on the CSPDC website <https://www.cspdc.org/>.

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

**Instructions to Submitters:** Submissions should be addressed to Ms. Bonnie Riedesel, Executive Director of the CSPDC, and may be mailed, or hand delivered, directed to the contact information at the beginning of this document. Quotes should be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Time and Date  
Quote for Legal Services

It is the responsibility of the Offeror to ensure that the proposal is received by the CSPDC, by 4:00 PM on March 8, 2019. Late submittals will not be considered.

**Right to Reject:** The CSPDC reserves the right to reject any and all responses received in response to this RFQ. A contract for the accepted submittal will be drafted based upon the factors described in this RFQ.

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

**Notification of Award:** It is anticipated that a decision to select a successful Quote and award a contract will be made within 45 days of receipt of proposals. It is expected that the initial term of the contract shall be for a five-year period beginning July 1, 2019, and ending June 30, 2024; with a potential of three (3) – one-year extension periods.

**The Central Shenandoah Planning District Commission (CSPDC)** represents and serves the local governments of Augusta, Bath, Highland, Rockbridge, and Rockingham counties and the cities of Buena Vista, Harrisonburg, Lexington, Staunton and Waynesboro as well as the 11 towns within the Central Shenandoah region. A 21-member Board of representatives from each governmental subdivision oversees the activities of the Commission. Additionally, the CSPDC administers the Harrisonburg-Rockingham and Staunton- Augusta-Waynesboro Metropolitan Planning Organizations.

The CSPDC works with its member jurisdictions, communities and agencies to provide high quality planning, technical assistance and facilitation of services that address local, regional and state needs in an innovative, timely and cooperative manner. Covering everything from land use planning, transportation, water and wastewater utilities, natural resource management, affordable housing, economic and community development, disaster mitigation and preparedness, agritourism to human services, the CSPDC is an invaluable asset to the quality of life for the citizens of the Central Shenandoah Valley.

The CSPDC is the Designated Recipient of what is known as Section 5307 transit funds, from the Federal Transit Administration (the “FTA”) for operation of public transit service in what is now identified as the “Urbanized Area” comprised of the City of Staunton, portions of the County of Augusta, and the City of Waynesboro. Additionally, the CSPDC is the Designated Recipient of Section 5311 rural transit funds for the delivery of transit service in the non-urbanized portion of the County of Augusta, and a small portion of Rockingham County. The CSPDC is also eligible, and the named recipient, of transit grant funds from the Virginia Department of Rail and Public Transportation. In addition to the transit funding, the CSPDC administers grant funds from other Federal and Commonwealth of Virginia agencies.

The CSPDC is the owner of two properties. The first is the administrative offices of the CSPDC located at 112 MacTanly Place in Staunton, VA; and the second is the BRITE Transit Facility located at 51 Ivy Ridge Lane in Fishersville, VA. The BRITE Transit Facility was developed in 2011 with Federal grant funding and is subject to the requirements of federally funded properties for the remainder of its 40-year useful life.

**Scope of Services:** The Offeror shall be readily available to perform the following legal services on an as requested basis by the Executive Director or her designee. It is projected that 50 to 150 hours of legal services will be required on an annual basis.

1. Advise and review CSPDC staff prepared procurement documents to insure federal (FTA and other designated agencies) and Commonwealth of Virginia (State) compliance.
2. Review, draft, and negotiate contracts and leases in compliance with both federal and state requirements, including on-call consultant contracts.
3. Advise on organization legal issues.
4. Review personnel, fiscal and other policies.
5. Advise on responses to requests for information from third parties (FOIA).
6. Defend lawsuits, administrative claims, or other legal claims.
7. Attend Commission Board meetings as necessary.
8. Work with staff to maintain the CSPDC Procurement Policy and Procedure Manual, providing updates as necessary.
9. Other legal services as needed including matters relating to Charters/Bylaws; agency policies and procedure; real estate related matters.

Offeror agrees to decline any other representation or professional relationship that could potentially create a conflict of interest, thus preventing continued provision of legal services to the Commission during this contract.

Offeror shall be prepared to submit detailed monthly billing statements for all services billed at an hourly rate, broken down into time increments of no more than a quarter hour, and shall include summaries of work performed and time spent on services performed.

**Submittal Contents:** The Offeror shall include, at a minimum, in their quote:

1. **Legal Experience** - The Offeror should describe its legal experience including names, addresses, contact persons, and telephone numbers of at least three clients, preferably including public sector clients, such as the CSPDC. Experience should include the following categories:
  - a. Experience working with public sector clients
  - b. Experience in Federal (focus on FTA and FHWA) and Virginia procurement and contracting
  - c. Knowledge and experience with FOIA requests
  - d. Experience working with clients conducting similar programs and government-funded services.
2. **Attorney Qualifications** - The Offeror should demonstrate experience in the following public sector areas: procurement; contracting; Freedom of Information Act (FOIA); federal and state grants; and labor and employment. The Offeror should describe the pertinent experience and qualifications of any attorneys to be assigned to this representation. This description should include:
  - a. Professional and educational background
  - b. Prior experience of the individual attorney or attorneys to be assigned to the representation, with respect to the experience and scope described above.
3. **Price** - The Offeror's proposed price should be an all-inclusive hourly rate, that incorporates costs for attorney(s) or other staff who are expected to work on, or support, this representation. The hourly rate should also include all related and anticipated charges for travel, research, copies, and faxes, and other associated costs.

#### **Quote Evaluation**

- A. **Submissions.** All Submissions shall include an original, two copies, and an electronic copy.
- B. **Evaluation Procedure and Criteria.** The CSPDC Executive Director and appropriate staff, and potentially, member jurisdictions' legal counsel, will review the quotes, and may request a meeting with one or more of the qualified Offerors prior to final selection. Submissions will be evaluated in accordance with the following criteria:
  - Level of experience with similar public clients, exhibiting knowledge of Federal and Commonwealth of Virginia regulations and specifically FTA requirements.
  - Qualifications of attorney(s) identified to work on this representation.
  - Response from references
  - Cost
  - Interviews, if conducted

## **Exhibit 1 Required Clauses**

**The following Virginia State and FTA federal third-party contracting provisions are applicable to this procurement and resulting contract.**

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

[https://eva.virginia.gov/library/files/buyers/VPPA\\_2014.pdf](https://eva.virginia.gov/library/files/buyers/VPPA_2014.pdf)

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

[http://www.fta.dot.gov/legislation\\_law/12349\\_8641.html](http://www.fta.dot.gov/legislation_law/12349_8641.html)

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

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

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

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

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

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

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

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations and advertisements for employees placed by or on behalf of the contractor that the

contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is

further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**Changes to Federal Requirements:** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
  - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement

the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Disadvantaged Business Enterprise. Disadvantaged Business Enterprises**

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0 %. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CSPDC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the CSPDC. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the CSPDC and contractor's receipt of the partial retainage payment related to the subcontractor's work.]
- d. The contractor must promptly notify CSPDC whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CSPDC.



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

**Energy Conservation** - The contractor agrees to 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.