HAMPTON ROADS
PLANNING DISTRICT COMMISSION

HAMPTON ROADS TRANSPORTATION
PLANNING ORGANIZATION

PROCUREMENT MANUAL

November 2014

2014 HRPDC/HRTPO Procurement Manual

Listed below are the significant amendment changes to the draft document:

- Dollar Limits (pages 5&6): Increases dollar limits for various categories of purchases. For example, purchases over $25,000 will now require formal RFP. The previous limit was $10,000.

- Cooperative Procurement (Page 8): Updated language to be consistent with the Virginia Public Procurement Act (VPPA). The 2013 version referred to Piggy-backing.

- Discrimination Prohibitions (page 20): Updated language to be consistent with VPPA.

- SWaM and DBE Procurement (page 28): Updated language on Small, Women-owned, and Minority (SWaM) owned businesses and Disadvantaged Business Enterprises (DBE) to reflect the language used by Virginia in their procurement and the language used by the Federal Government. We have combined the two terms in a single policy to comply with our state and federal funding sources.

- Contract and Procurement Goal (page 28): Updated from 4% to 6% for the participation of SWaM and DBE businesses with HRPDC and HRTPO.

- DBE List:. Previous policy required the HRPDC and HRTPO to maintain a list of DBEs. New policy states that we will rely on the DBE directory as maintained by the Virginia Department of Transportation.

PREFACE

This Procurement Manual (hereinafter Manual) was originally approved in November 2010 by the Boards of Commissioners of the Hampton Roads Planning District Commission and the Hampton Roads Transportation Planning Organization. This amends the originally approved Manual effective November 2014.

The Hampton Roads Planning District Commission (hereinafter HRPDC) is the fiscal agent for the Hampton Roads Transportation Planning Organization (hereinafter HRTPO) and receives funding from federal, state, and local governments as well as other entities. The HRTPO is the Metropolitan Planning Organization (hereinafter MPO) for the Hampton Roads Metropolitan Planning Area. The HRPDC and HRTPO have adopted procurement policies and procedures that are consistent with *Federal Acquisition Regulations* (FAR), Davis Bacon Act, and the laws of the Commonwealth of Virginia. Federal funding sources include DHA-FEMA, NOAA, DEQ, and HUD to name a few. Specific requirements for procurements funded by the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) apply to any contract whose purpose is involved in planning, designing, programming or generating business opportunities utilizing FTA or FHWA funds. Non-federally funded procurements will follow this Manual, the *Virginia Public Procurement Act (VPPA), Title 2.2, and Chapter 43* of the *Code of Virginia*. All Appendices are an integral part of this Manual.

The purpose of these policies and procedures is to set forth procurement methods and establish standards for obtaining goods, non-professional and professional services necessary for the operation of the HRPDC and the HRTPO. These procedures include guidelines for the solicitation, award and administration of formally advertised contracts, as well as consultant selection, negotiation, award and administration of competitively negotiated contracts.

To that end, these policies are to serve as a supplement to the requirements and procedures set forth in federal and state laws as amended from time to time. All employees must adhere to the responsibilities, authorities, and controls set forth in this Manual and related policies and procedures.

This Manual is available at: http://www.hrpdcva.gov and http://www.hrtpo.org. This Manual has been accepted as the official policy for procuring and administering professional service consultant contracts as well as for procuring goods and non-professional services. All future advertisement, selection, award, and management of contracts for these goods and services must comply with this Manual. As revisions, deletions and additions become necessary they will be incorporated into the Manual.

Questions or comments should be directed to the Procurement Officer by letter to: Nancy K. Collins, CFO, HRPDC, 723 Woodlake Drive, Chesapeake, VA 23320, by email to ncollins@hrpdcva.gov, or by phone to 757 420-8300. The methods by which the foregoing is implemented are described in detail in the remainder of this document and the attachments hereto.

TABLE OF CONTENTS

		Page
Preface		i
Introduction		1
Personnel		1
Donated Items		4
Chapter		
1	Determination of Type of Procurement and Process Required	5
	Small Purchase Goods and Non-Professional Services	5
	Professional Services	6
	Over $25K Goods & Non Professional Services	7
	Exceptions	7
	Cooperative Procurement	8
2	Proposal Process	10
	Request for Proposal (RFP)	10
	Invitation for Bid (IFP)	11
3	Ethics	14
4	Title VI Compliance and DBE Program Provisions	20
5	SWaM and DBE Procurement Policy	28
6	Exceptions (Exceptions to Competitive Procurement)	33
	Sole Source	33
	Emergency	34
	Other	35

Appendices 36

A Terms and Definitions 37

B Forms 41
- Complaint Form (Title VI Discrimination) 42
- Complaint to Vendor Form 44
- Contract Tracking Form 46
- Credit Card Form 47
- DBE Participation Statement 48
- DBE Vendor Reporting Form 49
- Emergency Justification, Approval and Award Form 50
- Indemnification Agreement Form 51
- Cooperative Procurement Checklist 52
- Cooperative Procurement Contract for Goods 54
- Cooperative Procurement Contract for Services 55
- Purchase Approval Form 56
- Purchase Approval Form <$500 57
- Requisition Form 57
- RFP or IFB Justification and Approval Form 58
- Sole Source Justification and Approval Form 59

C Examples 60
- Award Notification 61
- Contract Template 62
- Contract Amendment Templates 71
  - Modifications 72
  - Task Orders 73
- Emergency Award Notification 75
- IFB Notice to Procure Template 76
- IFB Template 77
- Sales & Use Tax Certificate of Exemption 82
- W-9 Form 83
- Vendor Certification 85
- Intent to Award Notice 86
- Memorandum of Understanding/Agreement 87
- RFP Notice to Procure 89
- RFP Template 90

INTRODUCTION

APPROVALS

Approvals must be acquired prior to any purchase made by HRPDC or HRTPO staff.

The Executive Director, Deputy Executive Directors, and the Procurement Officer have the responsibility to ensure that the procurement of goods, non-professional services, and professional services does not violate or circumvent the law, appropriations, regulations, or the provisions of this Manual.

NOTE: Any purchase of computer equipment and/or software must be approved by the IT Manager before submitting to the Executive Director. This will ensure compatibility with the agency's current computer systems. Computers purchased with FHWA funds must be included and approved in the current year's Unified Planning Work Program (UPWP).

Any goods or non-professional services purchase of **$25,000 or more** must follow either the Request for Proposal (RFP) or Invitation for Bid (IFB) process as determined in this Manual. Procurement of **Professional Services** of any dollar amount must use an RFP. All standard internal approvals must be obtained for either procurement.

PERSONNEL

Specific individuals will be involved in all procurements of **$25,000 or more** made by staff of the HRPDC or HRTPO: the Project Manager, the Procurement Officer, the appropriate Deputy Executive Director, the Executive Director, and the Evaluation Panel. The HRPDC and HRTPO Title VI Coordinators and the DBE Liaison will assist as needed.

DEPUTY EXECUTIVE DIRECTOR DUTIES AND RESPONSIBILITIES

Once the Project Manager initiates the process to procure, the Deputy Executive Director will be directly responsible for approving all requests for procurement, and reviewing all subsequent quotes, Requisition Forms, Requests for Proposals (RFPs), or Invitations for Bid (IFB). The Deputy Executive Director must approve each procurement step before it moves on to the appropriate additional staff for approval of substance and recommendation: the Procurement Officer, IT Manager (if applicable), and ultimately the Executive Director, who makes the final approval.

PROJECT MANAGER DUTIES AND RESPONSIBILITIES

The Project Manager is a duly appointed HRPDC or HRTPO employee who will be directly responsible for the initiation of the procurement request and the daily technical administration of a contract including monitoring the contractor in its performance of the contract and performing those functions as specified by HRPDC and HRTPO policy. The Project Manager should be a responsible individual assigned to and familiar with the procedures and requirements of the user department. As such, the Project Manager is the technical expert ensuring contractor compliance with technical requirements of the contract. The Project Manager approves or disapproves the technical acceptability and timeliness of the work completed and the invoices submitted by the contractor for payment.

1. The Project Manager shall ensure that sufficient unencumbered funds are available for obligations for each contract.

2. The Project Manager shall develop a clear and accurate specification or scope of work for each Request for Proposal (RFP) or Invitation for Bid (IFB).

3. The Project Manager shall develop the RFP or IFB, with assistance from the Procurement Officer.

4. The Project Manager shall approve all contract expenses, billings and draw downs.

5. The Project Manager is the person to whom reports of warranted equipment malfunctions, failures or any problems with the contractor's performance are submitted, pursuant to the specific authority granted by the department director.

6. Should the contractor fail to respond in a timely or adequate manner to rectify any problem, the Project Manager notifies the Procurement Officer that an apparent breach of the contract exists. After investigating the situation, the Procurement Officer and the Project Manager will notify the Deputy Executive Director and the Executive Director, and take any steps necessary and available to enforce the HRPDC's or HRTPO's rights under the contract. This may include withholding payment, imposing liquidated damages, negotiating and recommending a settlement, terminating the contractor for default, or referring the matter to legal action.

7. The Project Manager attends pre-bid and pre-proposal conferences as the technical expert; conducts investigations of proposed contractor's technical past performance; questions prospective contractors during clarifications and discussions as to their technical capability to perform the contract; conducts contract negotiations with the assistance of the Procurement Officer; ascertains the availability of funds prior to asking the Procurement Officer to initiate the negotiation and approval process for change orders, contract modifications and supplemental agreements; and issues directions to correct or replace defective items of work.

PROCUREMENT OFFICER DUTIES AND RESPONSIBLITIES

The Procurement Officer is responsible for the management, administration, approval and supervision of the HRPDC's and HRTPO's acquisition programs, ensuring all procurement and contracting activities and transactions are above reproach and in accordance with all federal and state laws.

1. The Procurement Officer is responsible for updating the Manual.

2. The Procurement Officer will participate in contract activities to ensure that all requirements of Federal laws and Federal Regulations and circulars, Virginia law, and all other applicable procedures (including approvals) have been met.

3. The Procurement Officer shall ensure that a clear and accurate specification or scope of work is developed for each procurement.

4. The Procurement Officer shall ensure that contractors receive impartial, fair and equitable treatment in accordance with the policies specified in this Manual.

5. The Procurement Officer shall provide guidance to staff when needed, in determining that contract prices are fair and reasonable prior to Executive Director's signature or any changes thereto.

6. The Procurement Officer, along with the Project Manager, is responsible for reviewing solicited bids and proposals; for coordinating and conducting pre-bid and pre-proposal conferences, qualification hearings and proposal evaluation meetings; for assisting in contract negotiation sessions; for managing the non-technical aspects of post award contract administration including reviewing negotiation of modifications, claims, and supplemental agreements; and for maintaining all official records as required by this Manual and the law.

7. The Procurement Officer, along with the Project Manager, is responsible for such tasks as writing, reviewing, preparing and assembling contract documents; obtaining necessary pre-solicitation approvals, submitting RFP or IFB advertisements and public notices to the Communications' Manager, issuing amendments, obtaining post-bid opening approvals for award, conducting investigations of proposed contractor's past performance, assisting in consultant selection meetings for negotiated contracts and assisting with negotiations, monitoring Contractor's performance, and managing termination for default or convenience procedures whenever the need arises.

8. The Procurement Officer, along with the Project Manager, shall review all contracts, MOUs, MOAs, Letters of Agreement, or any other contractual agreements to ensure that all applicable requirements of Federal law, Federal regulations and circular, Virginia law, and all other applicable HRPDC or HRTPO procedures (including approvals) have been met prior to submitting to the Executive Director for signature.

9. The Procurement Officer processes all requisitions into complete purchase orders, for necessary equipment, materials, supplies and/or services as set out in this Manual.

10. The Procurement Officer makes recommendations to departments for standardizing materials, equipment, and supplies purchased by or for the HRPDC or HRTPO through the use of term contracts.

DBE LIAISON OFFICER (DBELO) DUTIES AND RESPONSIBILITIES

1. The DBELO is responsible for gathering and reporting statistical and other information as required by the U.S. Department of Transportation (DOT).

2. The DBELO shall review third party contracts and purchase requisitions for compliance with this program.

3. The DBELO will work with all concerned to set overall annual goals.

4. The DBELO will ensure that bid notices and requests for proposals are available to DBEs in a timely manner.

5. The DBELO shall identify contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitor results.

6. The DBELO is responsible for analyzing the HRPDC/HRTPO's progress toward goal attainment and identifying ways to improve progress.

7. The DBELO shall participate in pre-bid meetings when necessary.

EVALUATION PANEL PARTICIPANTS, DUTIES AND RESPONSIBILITIES

The Evaluation Panel (EP) consists of the Project Manager, Procurement Officer, and experts in the scope of work in the RFP. These experts can be staff members of the HRPDC or HRTPO, but also may include external persons who may serve on various relevant committees or are employees of member localities with an interest in the procurement.

1. The EP will review and approve the draft RFP or IFB before it is posted.

2. The EP will review and answer all questions received from potential proposers.

3. The EP will review and rank all RFP proposals received and determine if an interview process is needed.

4. The EP will participate in the interview process and rank the firms once interviews are completed.

5. The EP will determine the best firm to select for the RFP procurement and recommend that firm to the Project Manager, Procurement Officer, and the appropriate Deputy Executive Director.

DONATED ITEMS

Should items be procured that will ultimately be distributed to Hampton Roads localities or other entities, an Indemnification Agreement (see Appendix B) will need to be created and signed by the receiving party.

Chapter 1: Determination of Type of Procurement and Process Required

GENERAL

The HRPDC and HRTPO follow the guidance of the *Virginia Public Procurement Act (*VPPA*), Title 2.2, Chapter 43* of the *Code of Virginia*, and the *Federal Acquisition Regulations* (FAR), to provide for increased public confidence in the procedures followed in the procurement process; to ensure the fair and equitable treatment of all persons who seek to participate in acquisition programs of the HRPDC and HRTPO; to provide increased economy in agency procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds to foster broad based competition within the free enterprise system; to provide safeguards for the maintenance of a procurement system of quality and integrity; and to promote uniformity of procurement policies and procedures among all departments throughout both agencies.

Varying degrees of competition are required for small purchases of goods and non-professional services depending on the dollar amount. Departments may handle most procurement of goods or non-professional services of less than $25,000 in a decentralized procurement method, as long as all approval processes are followed.

See following table for categories and processes:

SMALL PURCHASE
PROCUREMENT OF GOODS AND NON-PROFESSIONAL SERVICES

ESTIMATED COST	GENERAL PROCEDURE
Less than $500	Delegated to the department level. No competition is required. Fill out a Purchase Approval <$500 Form (Appendix B) or fill out a Credit Card form (on Financial Corner) and submit either one to the appropriate Deputy Executive Director for approval. Order once approval is granted and either have vendor submit an invoice for payment or charge to PDC credit card. *[Allow one (1) business day for approval.]*
$500 – less than $1,500	Requires at least three (3) attempted telephone, catalog, eVA Quick Quote, or electronic/written quotes to be obtained by the department. Fill out Purchase Approval Form (Appendix B), attach quotes and submit to the appropriate Deputy Executive Director for approval. The form will then be submitted to the Chief Financial Officer (CFO) and Executive Director for budgetary and final approvals respectively. Once all approvals have been obtained, order and have vendor invoice directly. Deputy Executive Director, CFO and Executive Director approvals are all required. At least two of the quotes should be from SWaM or DBE firms, or show a good faith effort if none are available. [See Appendix A for definitions.] *[Allow two (2) business days for all approvals.]*

$1,500 – less than $5,000	Requires at least three (3) attempted written, can be electronic, quotes, including eVA Quick Quotes, be obtained by the department. Fill out Purchase Approval Form (Appendix B), attach quotes and forward to the appropriate Deputy Executive Director for approval. It will then be submitted to the CFO and Executive Director for budgetary and final approvals respectively. Once all approvals have been obtained, order and have vendor invoice directly. Deputy Executive Director, CFO and Executive Director approvals are all required. At least two of the quotes should be from SWaM or DBE firms, or show a good faith effort if none are available. *[Allow two (2) business days for all approvals.]*
$5,000 - less than $25,000	Requires at least four (4) attempted written, can be electronic, quotes, including eVA Quick Quotes. Fill out Purchase Approval Form (Appendix B), attach written documentation, and forward to the appropriate Deputy Executive Director for approval. At this point, you will then fill out the Requisition Form (on Financial Corner). Again, submit to the appropriate Deputy Executive Director. It will then be submitted to the Computer Network Manager (if applicable) and on to the CFO and Executive Director for budgetary and final approvals respectively. Once the Executive Director has approved the Requisition form, it and all attachments (quotes, Purchase Approval Form, etc.) will be submitted to the Procurement Officer who will create a Purchase Order (PO), submit PO to the vendor, send a copy of the PO to appropriate staff involved, and establish the PO in the GMS system. At least two of the quotes should be from SWaM or DBE firms, or show a good faith effort if none are available. *[Allow two (2) business days for all approvals, and two (2) business days for the processing of the PO.]* NOTE: Re-quotes may be required should none of the research produce prices, quality or quantities desired. Should re-quotes be required, approval by the appropriate Deputy Executive Director must be obtained before contacting proposers. ALL responding proposers must be contacted for the opportunity to re-quote.

PROCUREMENT OF PROFESSIONAL SERVICES

ESTIMATED COST	**GENERAL PROCEDURE**
No Cost Limits	Requires a formal Request for Proposal (RFP) (Appendix C). (A minimum ten (10) calendar day posting period before proposal submission is mandatory, except for some federal grants/contracts which require thirty (30) calendar days. Be sure to check your funding source for the appropriate length of the posting. A minimum ten (10) calendar day Intent to Award posting period before actual contract signing is required.)

PROCUREMENT OF GOODS, NON-PROFESSIONAL SERVICES

ESTIMATED COST	GENERAL PROCEDURE
$25,000 & Over	Requires a formal Request for Proposal (RFP) or Invitation for Bid (IFB) (Appendix C). (A minimum ten (10) calendar day posting period before proposal submission is mandatory, except for some federal grants/contracts which require thirty (30) calendar days. Be sure to check your funding source for the appropriate length of the posting. After approval, a minimum ten (10) calendar day Intent to Award posting period before actual contract signing is required.)

NOTE: Please see Chapter 2 for a detailed process for using this type of procurement.

NOTE: In all cases of procurement, it is strongly encouraged to expand your outreach to include Small, Women-owned, and Minority-owned (SWaM) businesses and Disadvantaged (DBE) business enterprises/vendors whenever possible. If SWaM /DBE vendors cannot be found for solicitation, documentation must be included in the file showing the good faith effort to obtain such quotes. In all cases, the VPPA requires that the purchase be awarded to the Lowest Responsive and Responsible Bidder.

EXCEPTIONS

The VPPA provides certain exemptions from its provisions, including the procurement for:

A. Sole Source
B. Emergency
C. Other

See Chapter Seven (7) for details on how to invoke these exceptions.

GENERAL EXCEPTIONS

Sole Source	Use this category when only one vendor manufacturers or delivers the good(s) or service(s) desired, or only one vendor/distributor is available without an unnecessarily long wait or excessive cost. Competition is not required. Contact the Procurement Officer prior to purchase. Written justification is required. Fill out Sole Source Justification and Approval Form (Appendix B). Sole Source purchases must be approved by the appropriate Deputy Executive Director and the Executive Director and posted in a public place for ten (10) calendar days.

Emergency Purchases	Use this category when the health or safety of the public or operation of equipment is in jeopardy. Competition is not required. During working hours, contact the appropriate Deputy Executive Director and the Executive Director for approval prior to purchase, and notify the Procurement Officer of same. Written justification is required. Fill out Emergency Justification and Approval Form (Appendix B), and then proceed with the procurement. Emergency purchases must be posted, after the fact, in a public place for ten (10) calendar days. If after hours, procure, and then follow process during next business day.
State Contracts	Use this category when procuring from Virginia state contracts. No competition is required. Be sure to document the contract number on your Requisition Form. Forward the Requisition Form to the Procurement Officer after all approvals have been obtained and a Purchase Order will be created. Standard internal approval process is required.
Other Public Entities	Use this category when procuring from other public entities. No competition is required when contracting with other governmental agencies, public bodies, public universities, or other political subdivisions. Standard internal approval process is required.
Legal Services	No competition is required for legal services, expert witnesses or other services associated with litigation or regulatory proceedings. Standard internal approval process is required.

Cooperative Procurement

GENERAL

To obtain the benefits of volume purchase or reduce administrative expenses and time when procuring similar goods or services, the HRPDC and HRTPO may utilize a process commonly known as cooperative procurement. This term refers to the use of Competitive Bids, or RFPs, obtained by other governmental entities if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies.

In accordance with authority granted by *VPPA 2.2-4304 A, B, C, D, and E*, HRPDC and HRTPO departments may utilize a competitive bid or RFP solicited by any Virginia local government, other state, or federal governmental agency if such Bid is deemed to be in the best interest of the public. Fill out the Cooperative Procurement Checklist (Appendix B). <u>This purchase will be approved only if ALL of the following requirements are met:</u>

1. The department has obtained a minimum of three (3) informal quotes and determined that the cost of the goods or services under the contract to be cooperatively procured is lower than the cost indicated by the quotes.

   (Note: If any one of the three informal quotes results in a lower cost than the cooperative procurement contract, then cooperative procurement is not permissible and the goods or services will undergo competitive bidding as required by *VPPA 2.2-4304.*)

2. The procurement was publically advertised, issued and awarded by a bona-fide governmental agency during the last 12-month period. A copy of the solicitation (advertisement and specifications), tabulation, award and executed contract have been obtained and are attached to the request for purchase order.

3. The contract is allowable for cooperative procurement if;

    a. It includes a clause that allows for the assignment of all or part of the specified deliverable items.

    b. The specific items and quantities to be ordered were included in the original bid and evaluated as part of the contract award decision (i.e., there are unit prices and no specific quantities).

    c. The contract has not expired, or, if initial term has passed, the contract has been extended.

    (Note: Cooperative procurement is not permissible when the action would call for a substitution of goods or services or an increase in quantities that are not originally bid on and not originally evaluated as part of the contract award. Such an order for substitutions or additional quantities would constitute a non-competitive procurement sometimes referred to as a"tag-on.")

4. The vendor consents to the cooperative procurement and executes a separate agreement with the HRPDC or HRTPO which confirms that the same price, terms and conditions granted to the original contracting agency will be granted to the HRPDC or HRTPO. A copy of the executed agreement is attached to the purchase requisition.

5. A completed Cooperative Procurement Checklist Form (in Appendix B) is attached to the purchase requisition.

6. Where the procurement is an unbudgeted expense, a copy of all documents required above will be attached to a memo for approval of the purchase prior to submission to the Procurement Officer.

Cooperative procurement is not authorized for the procurement of professional services that are within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying.

Chapter 2: Proposal Process

The Virginia Public Procurement Act (VPPA) defines two regularly used procurement processes (see VPPA 2.2-4301). The HRPDC and HRTPO have determined that any purchase of $25,000 or more will use one of these processes.

The HRPDC and HRTPO mainly use one Proposal Process: Competitive Negotiation: Request for Proposal (RFP) and this is normally used when price is not the most important consideration. However, another process: Competitive Sealed Bidding: Invitation for Bid (IFB) can also be used for those instances where the purchaser knows exactly what needs to be purchased and where price is the most important consideration.

COMPETITIVE NEGOTIATION (RFP)

Competitive Negotiation (RFP): The VPPA requires this form of procurement for the procurement of all professional services (*see VPPA 2.2-4303(B)*). Competitive Negotiation is the procurement method used for goods and non-professional services when it is either not practicable or not fiscally advantageous to the public to use Competitive Sealed Bidding (see *VPPA 2.2-4303(C)*). Fill out the RFP/IFB Justification and Approval Form in Appendix B. This determination is generally made in the case of the purchase of services such as lease agreements, maintenance and service contracts, rental contracts and professional service contracts. The RFP procurement process does not require award to the lowest proposer. The RFP process is coordinated with the Procurement Officer. The definition of an RFP is set out in *VPPA 2.2-4301.* An example of an RFP is included in Appendix C.

GENERAL

The VPPA requires the use of the Competitive Negotiation: Request for Proposal (RFP) process for the procurement of all professional services (*VPPA 2.2-4303 (B)*). Competitive negotiation is generally the procurement method used for goods and non-professional services when it is either not practicable or not fiscally advantageous to the public to use competitive sealed bidding (*VPPA 2.2-4303 (C)*), such as when a procurement is for something for which it is difficult to write specifications, or if the service is more important than the price. The latter is generally the case in the purchase of services such as lease agreements, maintenance and service contracts, and rental contracts.

An RFP is a more general statement of what is to be purchased, and it invites the proposers to come up with different ways of providing the services.

An RFP may be used to purchase goods, services, or insurance, although it is most often used for service contracts. Construction (except for a few limited instances, such as renovation of a building expected to cost less than $500,000) must be done through an Invitation to Bid (IFB) and competitive sealed bidding.

The RFP procurement process does not require award to the lowest bidder. The RFP process is coordinated by the Procurement Officer. The definition of competitive negotiation is set out in *VPPA 2.2-4301.*

COMPETITIVE SEALED BIDDING (IFB)

Competitive Sealed Bidding (IFB): The VPPA requires this form of procurement for the procurement of goods and non-professional services when price is the main determinant of the procurement, and there are specific qualifications for the goods or services, where negotiation is not an option. Fill out the RFP/IFB Justification and Approval Form in Appendix B. This determination is generally made in the case of the purchase of goods that are quantifiable, and where there is no room for negotiation. Price is the deciding factor when using this method of procurement. The IFB process is coordinated with the Procurement Officer. The definition of an IFB is set out in VPPA 2.2-4301. An example of an IFB is included in Appendix C.

GENERAL

The VPPA offers this method of procurement when a clearly defined, known quantity and/or quality good or service is being requested. An award based on this process is usually made based on price alone, and will be based on the lowest responsive and responsible bidder.

The IFB procurement process is coordinated by the Procurement Officer. The definition of competitive sealed bidding is set out in VPPA 2.2-4301.

For either an RFP or IFB

Fill out RFP or IFB Justification and Approval Form (Appendix B) and submit to the appropriate Deputy Executive Director for approval to start the procurement process.

Once approval is received, create a draft RFP or IFB (see Templates in Appendix C).

Submit the draft to the Procurement Officer for review. *[Allow two (2) business days.]*

Once reviewed by the Procurement Officer, the draft will be returned to the originator for final revisions. *[Allow two (2) business days.]*

Once finalized, submit the draft to Immediate Supervisor, Deputy Executive Director, IT Manager if needed, Procurement Officer, and the Executive Director for final approval. *[Allow four (4) business days.]*

> [NOTE: In the case of an RFP for Professional Services, price cannot be one of the criteria in the RFP. Those RFPs must be evaluated based on performance measures only, not on price. Price may become a factor once the top proposers have been selected and price could then become one of the selection criteria.]

ADVERTISEMENT PROCESS

Once the Executive Director has approved, the Procurement Officer needs to be notified, and the Project Manager will post a Notice to Procure (see example in Appendix C) on the two websites www.hrpdcva.gov and www.hrtpo.org , through Virginia Business Opportunity (VBO) and in the New Journal and Guide at a minimum. This notice will describe how proposers might obtain a copy of the full RFP or IFB document (by visiting our websites or contacting the Project Manager for a hard copy). Other notices may be published in other newspapers as desired and approved, or on other professional websites of interest to the scope of work in the RFP or IFB. You must allow a minimum of thirty (30) calendar days for proposers to respond to the RFP or IFB after the first posting has been published. *[Allow two (2) business days.]*

SELECTION PROCESS:

RFP

All proposals should be submitted directly to the Procurement Officer, who will review to ensure that each proposal meets all the criteria requested. If any of the criteria are not met, that proposal will be eliminated, and the ones that do meet the criteria will be forwarded to the Project Manager who will distribute them to the Evaluation Panel members whose duties are to evaluate and score each of the remaining proposals, and recommend a selection. Interviews can be specified as part of the process, or if two or more proposers are very close in the Evaluation Panel's selection process, an interview meeting should be established for the Evaluation Panel to more closely question those proposers. Once this interview has taken place, the Evaluation Panel will then select their top choice and notify the Deputy Executive Director and Executive Director. Once approved by the Executive Director, that proposer will be contacted by the Project Manager and negotiations will take place to meet the needs as determined in the RFP.

NOTE: Should negotiations fail with the initial proposer recommended by the Evaluation Panel, the next ranked proposer will be contacted and negotiations commenced. This process will continue until a successful negotiation has been reached. Under no circumstances can the proposer of an unsuccessful negotiation be re-contacted. If a successful negotiation cannot be reached among any of the proposers, the RFP will be rescinded and a new RFP will need to be published, with a different scope of work or criteria.

IFB

All proposals will remain sealed and submitted directly to the Procurement Officer. All sealed bids will be opened at the stated time in the published IFB by the Procurement Officer, in the presence of the Project Manager and the evaluation panel representative. Award will be made to the lowest responsive and responsible bidder.

AWARD PROCESS

RFP

Once negotiations are complete, the Project Manager will notify the Procurement Officer and then post an Intent to Award (Appendix C), naming the winning proposer. This Intent to Award will be posted on the two websites and also at the front Reception desk for ten (10) calendar days.

Once the ten (10) calendar days have expired, a Contract (Appendix C) will be signed between the successful proposer and the HRPDC or HRTPO and delivery and/or service may begin.

IFB

Once the bids have been opened and reviewed by the Procurement Officer, Project Manager and evaluation panel representative, the lowest responsible and responsive bidder will be determined and an Intent to Award (Appendix C), naming the winner proposer will be posted on the two websites and also at the front Reception Desk for ten (10) calendar days.

Once the ten (10) calendar days have expired, a Contract (Appendix C) will be signed between the successful proposer and the HRPDC or HRTPO and delivery and/or service may begin.

RETENTION

The Procurement Officer will retain one copy of all RFPs and IFBs, submitted proposals, and final negotiated contracts of each RFP or IFB published for three (3) years after termination of the contract, or until such time as any audit or legal findings are complete.

GENERAL

The HRPDC and HRTPO also have the authority to reject all of the bids in either process and rebid. Bids can be rejected if there is evidence that a rebid would result in more competition, that the low bid was too high, or that a protest was made that seems to have some validity.

Chapter 3: Ethics

GENERAL

The laws of the Commonwealth of Virginia dictate a higher standard of conduct for procurement officials than for public employees generally because of the trust and responsibility exercised by public officials conducting procurement transactions, and because of the expectation by the public that this trust and responsibility be exercised properly. Procurement officials and vendors must be cognizant of these laws which include the *VPPA*, the *State and Local Government Conflict of Interests Act*, and the *Governmental Frauds Act*. All HRPDC and HRTPO employees having official responsibility for procurement transactions shall conduct business with vendors in a manner above reproach in every respect. Transactions relating to the expenditure of public funds require the highest degree of public trust. *Article 6, Ethics in Public Contracting, VPPA 2.2-4367 – 2.2-4377,* and the HRPDC's and HRTPO's policy on discretionary expenditures are set out in this chapter.

PURPOSE

The provisions of *Article 6, Ethics in Public Contracting VPPA*, supplement, but shall not supersede, other provisions of law including, but not limited to, the State and Local Government *Conflict of Interests Act (2.2-3100*, *et seq*.), *the Virginia Governmental Frauds Act (18.2-498.1, et seq*.), and *Articles 2 (18.2-438, et seq.) and 3 (18.2-446, et seq.) of Chapter 10 of Title 18.2.*

PROSCRIBED PARTICIPATION BY PUBLIC EMPLOYEES IN PROCUREMENT *(VPPA 2.2-4369)*

Except as may be specifically allowed by *subdivisions A2, 3, and 4 of 2.2-3112*, no HRPDC or HRTPO employee having *official responsibility* for a *procurement transaction* shall participate in the transaction on behalf of the public body when the employee knows that:

- The employee is contemporaneously employed by a bidder or contractor involved in the procurement transaction,

- The employee, the employee's partner, or any member of the employee's *immediate family* holds a position with a bidder or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent,

- The employee, the employee's partner, or any member of the employee's immediate family has a *pecuniary interest* arising from the procurement transaction; or

- The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder or contractor.

DISCLOSURE OF SUBSEQUENT EMPLOYMENT (*VPPA 2.2-4370*)

No HRPDC or HRTPO employee or former employee having official responsibility for procurement transactions shall accept employment with any proposer or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the HRPDC or HRTPO unless the employee or former employee provides written notification to the HRPDC or HRTPO, prior to commencement of employment by that proposer or contractor.

STANDARDS OF CONDUCT

It is the HRPDC's and HRTPO's policy to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in all dealings. At all times applicable laws must be observed. The following should be considered when dealing with suppliers and their representatives:

- Accord prompt and courteous reception and fair and equal treatment of all suppliers and their representatives.
- Provide equal opportunity for all responsible suppliers to make price and specifications quotations.
- When requested, explain, as clearly and fully as possible to suppliers the reason for our rejection of their bids/proposals.
- Avoid inappropriate obligations to suppliers.
- Keep informed about sources of supply, methods, services and materials, and encourage their testing.
- If for any reason a supplier is permitted to re-quote, his competitors will be given the same opportunity. Re-quoting should be restricted to an absolute minimum.

PROHIBITION ON SOLICITATION OR ACCEPTANCE OF GIFTS *(VPPA 2.2-4371)*

- No HRPDC or HRTPO employee, having official responsibility for procurement transactions, shall solicit, demand, accept, or agree to accept from a proposer, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The public body may recover the value of anything conveyed in violation of this subsection.
- No proposer, contractor or subcontractor shall confer upon any HRPDC or HRTPO employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

- No employee shall permit any influence which could conflict with the best interests of the HRPDC or HRTPO or prejudice HRPDC's or HRTPO's reputation.

- Association with supplier representatives at luncheons, dinners, social events or business organizational meetings, are helpful in establishing better business understanding and relationships. Such associations are neither questionable nor unethical, provided the employee keeps him/herself free of obligations. To ensure this, HRPDC and HRTPO personnel are expected to pay for their own meals.

- The responsibility for adherence to this policy is a joint one. Individuals who represent the HRPDC or HRTPO must be beyond challenge or reproach in every business transaction and must not allow themselves to be put in a position where their judgments can be influenced.

KICKBACKS *(VPPA 2.2-4372)*

- No contractor or subcontractor shall demand or receive from any suppliers or subcontractors, as an inducement for the award of a subcontract or order, and payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

- No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

- No person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

- If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

PARTICIPATION IN BID PREPARATION *(VPPA 2.2-4373)*

No person who, for compensation, prepares a request for proposal for or on behalf of the HRPDC or HRTPO shall (i) submit a proposal for that procurement or any portion thereof or (ii) disclose to any proposer information concerning the procurement that is not available to the public. However, the HRPDC or HRTPO may permit such person to submit a bid or proposal for that procurement or any portion thereof if the HRPDC or HRTPO determines that the exclusion of the person would limit the number of potential qualified bidders in a manner contrary to the best interests of the HRPDC or HRTPO.

PURCHASE OF MATERIALS FROM ARCHITECT OR ENGINEER PROHIBITED *(VPPA 2.2-4374)*

- No building materials, supplies or equipment for any building or structure constructed by or for the HRPDC or HRTPO shall be sold by or purchased from any person employed as an independent contractor of the HRPDC or HRTPO to furnish architectural or engineering

services, but not construction, for such building or structure or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in *VPPA 2.2-3101*.

- No building materials, supplies or equipment for any building or structure constructed by or for the HRPDC or HRTPO shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the HRPDC or HRTPO to furnish architectural or engineering services in which such person has a personal interest as defined in *VPPA 2.2-3101.*

CERTIFICATION OF COMPLIANCE REQUIRED; PENALTY FOR FALSE STATEMENTS (VPPA 2.2-4375)

- The HRPDC or HRTPO may require employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.

- Any HRPDC or HRTPO employee, required to submit a certification, who knowingly makes a false statement in the certification shall be punished as provided in *VPPA 2.2-4377.*

VENDOR SAMPLES

When vendors offer samples for evaluation, they will be accepted only under the following conditions:

- The product is one which is a type presently in use or is potentially of use to the HRPDC or HRTPO. Samples of goods not likely to be purchased are not to be accepted.

- The quantity or size of the sample is relatively small and of low value. The object of a sample is the examination of its fitness for our services, not to provide an inventory of the material.

- If vendor samples are accepted, they shall be promptly conveyed to the appropriate department for testing. The vendor should receive a prompt evaluation of their sample.

MISREPRESENTATIONS PROHIBITED *(VPPA 2.2-4376)*

No HRPDC or HRTPO employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

PENALTY FOR VIOLATION *(VPPA 2.2-4377)*

Any person convicted of a willful violation of any provision of this article shall be guilty of a Class 1 misdemeanor. Upon conviction, any HRPDC or HRTPO employee, in addition to any other fine or penalty provided by law, shall forfeit his/her employment.

DISCRETIONARY EXPENDITURES

It is the policy of the HRPDC and HRTPO that procurements be consistent with HRPDC and HRTPO values and standards. Public funds are to be expended for public purposes, and not for the sole benefit of individual employees or offices. By way of example, public funds should not be used for certain types of expenditures, including:

- Holiday greeting cards for internal use,
- Individual retirement parties or gifts (unless a part of the HRPDC or HRTPO regular program for recognizing HRPDC and HRTPO service, e.g., plaques, badges).

Department supervisors authorized to approve expenditures should carefully consider the use of public and grant funds when approving purchases or expenditures that may be perceived as beneficial to employees without a corresponding benefit to the organization or being an allowable contract expenditure. Examples of such purchases where oversight is needed to avoid the appearance of misuse are listed below: (this list is by no means all–inclusive.)

- Employee meals purchased locally, but not covered under the travel policy.
- Number or appropriateness of professional organizations to which employees belong at HRPDC or HRTPO expense.
- Car rentals vs. using airport shuttles, etc.
- Newspapers, magazine subscriptions and other publications paid for by the HRPDC or HRTPO.
- Travel expenses exceeding grant or contract maximums.

When approving these or similar expenditures, a determination should be made that the expenditure supports the department's mission and the HRPDC's and HRTPO's visions. All expenditures should be undertaken in such a manner that they can withstand future public scrutiny, and shall be fully explained and documented.

CONFIDENTIALITY

It is recognized that most of the transactions relating to purchasing are of a confidential nature. It is considered unethical during the bidding process to allow proprietary information about one vendor's quotation to pass to another vendor. The direct passage of information of this type is prohibited. There are, however, other less direct methods, which should be avoided. Overheard phone calls, documents on desks during vendor interviews or visits, and conversations within hearing of vendors in other offices are some examples. Awareness that this sort of situation could be created should be paramount in everyone's mind, so that it may be avoided. All files within Purchasing are to be maintained in an up-to date and confidential manner. Access to these files and any other documentation found within the Purchasing area shall be restricted to those authorized, or as required by the Virginia Freedom of Information Act.

CONFLICT OF INTEREST

HRPDC and HRTPO personnel having official responsibility in a procurement transaction are expected to be free of conflicts or relationships, which are actually or potentially detrimental to the best interests of HRPDC and HRTPO, and shall not engage or participate in any commercial transaction involving HRPDC or HRTPO in which they have more than a nominal financial interest. These restrictions can be found in the *State and Local Government Conflict of Interests Act (the COI Act) in section 2.2-3112.*

Personnel who have assumed or are about to assume a financial or other outside business relationship that might involve a conflict of interest must immediately inform their supervisor of the circumstances involved. This information is to be reviewed at an appropriate level for decision as to whether or not a conflict of interest is present and, if so, what course of action is to be taken. In this connection, a conflict of interest exists where an employee:

- Has an outside interest that materially encroaches on time or attention which should more appropriately be devoted to the affairs of the HRPDC or HRTPO;

- Has a direct or indirect interest in or relationship with an outsider that is inherently or might otherwise be implied to be unethical, or result in possible personal gain due to the employee's ability to influence dealings; render the employee preference toward the outsider for personal reasons or otherwise inhibit the impartiality of the employee's business judgment; place the employee or the organization in an equivocal, embarrassing, or ethically questionable position;

- Takes personal advantage of an opportunity that properly belongs to the HRPDC or HRTPO.

All employees should also avoid any situations that could appear to create a conflict of interest.

Chapter 4: Title VI Compliance and DBE Program Provisions

PURPOSE

This chapter provides guidance for reviewing the HRPDC and HRTPO planning process consistency with *Title VI of the Civil Rights Act of 1964*, as amended, and related statutes, *6 Code of Federal Regulations (CFR) Sec. 21, 24 CFR Part 1, 40 CFR Part 7, 44 CFR Sec. 7, and 49 CFR, Part 26.*

Discrimination Prohibitions

In soliciting and awarding contracts, no public body shall discriminate against a bidder based on race, religion, color, sex, national origin, age, disability, status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment.

The HRPDC and HRTPO must include in every contract over $10,000 the requirement that the contractor will not discriminate on any such prohibited basis in its hiring or employment practices, and must also require the contractor to put the same non-discrimination requirement in every subcontract or purchase order of over $10,000. All selected vendors must provide an annual reporting of all purchase orders over $10,000 ensuring that discrimination language has been utilized in these procurements.

GENERAL

HRPDC and HRTPO receive federal financial assistance from federal grants and contracts, including but not limited to: DHS-FEMA; NOAA; EPA; DEQ; HUD; and the Federal Transit Administration (FTA) and Federal Highway Administration (FHWA), whose funds are passed through the Virginia Department of Transportation (VDOT) and Virginia Department of Rail and Public Transportation (DRPT). As a condition of receiving Federal assistance, the HRPDC and HRTPO are required to comply with non-discrimination laws and regulations, including *Title VI of the Civil Rights Act of 1964*.

Title VI forbids discrimination against anyone in the United States because of race, color, or national origin by any agency receiving Federal Assistance. The *Federal-Aid Highway Act of 1973* added the requirement that there be no discrimination on the grounds of sex (gender).

The *Airport and Airway Improvement Act of 1982* added the requirement that there be no discrimination on the grounds of sex (gender) and religion. Additionally the *Civil Rights Restoration Act of 1987* defined the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives Federal Financial Assistance.

The authority providing for the joint certification of an MPO, including the area of *Title VI*, is found in *Part 23 Code of Federal Regulations (CFR) Section 450.334.*

POLICY STATEMENT

It shall be that all recipients of Federal funds, including sub-contractors and sub-recipients ensure that they are in full compliance with Title VI and all related regulations and directives in all programs and activities. No person shall, on the grounds of race, color, or national origin be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any HRPDC or HRTPO program, policy or activity.

AUTHORITY

The authority providing for the joint certification of a Metropolitan Planning Organization (MPO), including the area of Title VI, is found in *Part 23 Code of Federal Regulations (CFR) Section 450.334*.

SCOPE

This chapter is for the use of HRPDC and HRTPO staff when reviewing planning process consistency *with Title VI of the Civil Rights Act of 1964*, as amended, and related statues, *6 Code of Federal Regulations (CFR) Sec. 21, 24 CFR Part 1, 40 CFR Part 7, 44 CFR Sec. 7,* and *49 CFR, Part 26*.

REFERENCES

42 United States Code (USC) 2000d-2000d-7 (Title VI of the Civil Rights Act of 1964), as amended provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from, participation in, or be denied the benefits of, or be subjected to discrimination under any program, or activity receiving Federal financial assistance."

23 USC 324, 29 USC 794 (Section 504, Rehabilitation Act of 1973), 42 USC 12132-12133 (Americans with Disabilities Act of 1990), and 42 USC 6101-6107 extend the protections under *Title VI of the Civil Rights Act of 1964* to prohibit discrimination based on sex, disability, and age.

Public Law 100-259 (Civil Rights Restoration Act of 1987) restored the broad, institution-wide scope and coverage of the non-discrimination statutes to include all programs and activities of federal-aid recipients, sub-recipients and contractors, whether such programs and activities are federally assisted or not federally-assisted. *23 CFR 450.316(b)(2)* requires that the HRPDC and HRTPO planning processes "[b]e consistent with *Title VI of the Civil Rights Act of 1964* and the Title VI assurance executed by each State under 23 USC 324 and 29 USC 794, which ensure that no person shall, on the grounds of race, color, sex, national origin, or physical handicap, be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under any program receiving Federal assistance from the United States Department of Transportation."

The *Title VI of the Civil Rights Act of 1964*, as amended, and related statues, *6 Code of Federal Regulations (CFR) Sec. 21, 24 CFR Part 1, 40 CFR Part 7, 44 CFR Sec. 7,* and *49 CFR, Part 26* establishes the federal guidelines for participation of Disadvantaged Business Enterprises (DBEs) in the Environmental Protection Agency, National Oceanic and Atmospheric Administration, and the Departments of: Transportation, Housing and Urban Development, and Homeland Security funded contracts.

CERTIFICATION OF HRPDC AND HRTPO PLANNING PROCESS CONSISTENCY WITH *TITLE VI OF THE CIVIL RIGHTS ACT OF 1964*

Pursuant to *23 CFR 450.334(a)(3),* the Virginia Department of Transportation and each MPO must "…annually certify to the Federal Highway Administration (FHWA) that the planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable requirements of …*Title VI of the Civil Rights Act of 1964* and the Title VI assurance executed by each State under *23 USC 324 and 29 USC 794*…"

TITLE VI AND RELATED STATUTES NONDISCRIMINATION AGREEMENT

As a sub-recipient of VDOT, each MPO is required to sign a Title VI and Related Statutes Nondiscrimination Agreement with the State to assure Title VI and related statutes compliance.

The Nondiscrimination Agreement acts as the MPO's Title VI Plan pursuant to *23 CFR Part 200* and the FHWA's Title VI Implementation Guide. It includes all of the Title VI requirements that an MPO agrees to take on in return for receiving Planning (PL) funds from the State, including Title VI Assurances, a nondiscrimination policy statement, a discrimination complaint procedure, and boilerplate language to be included in all MPO bids, contracts, and agreements.

The Title VI and Related Statues Nondiscrimination agreement must be signed annually by the Executive Director of the HRTPO, and submitted with the HRTPO's annual Unified Planning Work Program (UPWP). The HRTPO staff is encouraged to work with the respective District's Title VI Program Area Officer and VDOT's Civil Rights team in planning to review the HRTPO's updated Title VI Nondiscrimination Agreement annually to ensure compliance with the Title VI Program and Related Statutes.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26 establishes the federal guidelines for participation of Disadvantaged Business Enterprises (DBEs) in U.S. Department of Transportation funded contracts. As a recipient of federal planning funds and because DBE is one of the five core areas of MPO certifications, MPOs are impacted by these requirements (*23 CFR 450.334*).

In order to be classified as a DBE, the company must meet several criteria including:

- "Ownership": The company must be 51% owned by socially and economically disadvantaged individual(s).

- "Disadvantaged": Women, African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Pacific Americans, or other minorities found to be disadvantaged by the U. S. Small Business Administration (SBA).

- "Business Size Determination": The company must not have annual gross receipts over $22.41 million averaged in the previous three fiscal years.

- "Personal Net Worth": The personal net worth of the owner must be less than $1.32 million.

- "Independence": The vendor must not be tied to another firm in such a way as to compromise its independence and control.

- "Control": The owner must possess power to direct or cause the direction of the management and policies of the firm.

- "Burden of Proof Allegation": Applicants for DBE certification carry the initial burden of proof regarding their eligibility.

MPOs are not responsible for determining the eligibility of any particular company to be certified as a DBE. However, they do have several responsibilities when it comes to participation of DBEs in the consultant contracts that they put out to bid. The HRPDC and HRTPO have developed and implemented a DBE Participation Plan and internal race neutral DBE goals. All staff involved in procurement activities will receive training in the procurement process and DBE requirements. Use of eVA Quick Quotes and the posting of RFPs and IFBs on the VBO site will assist the HRPDC and HRTPO in implementing DBE goals. The DBE Liaison will maintain a DBE Directory, and provide DBE listings from VDOT, DMBE and SBA for staff use.

DBE PLAN

MPOs must have a USDOT approved DBE plan. An MPO may adopt the VDOT DBE plan as its own, or it may create its own DBE plan. If an MPO chooses the latter, it must submit it to the VDOT Civil Rights Office for review. VDOT will review the DBE plan and forward it to FHWA with a recommendation for approval or disapproval. The HRTPO *DBE Plan* can be viewed at www.hrtpo.org.

DBE MATERIALS FOR HRPDC AND HRTPO

Regardless of whether an MPO creates its own DBE plan or adopts VDOT's plan, there are several materials that MPOs should use. They include:

- DBE Participation Statement (Form 375-030-21) (Appendix B): This form should be included with all Requests for Proposals and Invitations for Bid and completed by consultant bidders.

DBE CONTRACT ASSURANCES

Under *49 CFR 26.13*, MPOs are required to have a signed policy statement expressing their commitment to DBE participation. The same federal regulation requires that each contract that a MPO signs with a consultant and/or sub-consultant include the following assurance:

"The contractor or sub-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 USDOT assisted contracts. 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 recipient deems appropriate."

REQUIRED CLAUSES FOR BIDS, AND PROPOSAL SOLICITATIONS

The HRPDC and HRTPO shall insert the following notification in all solicitations for bids for work or material subject to the regulations and made in connection with all programs and activities for which the recipient received Federal financial assistance and, in adapted form in all proposals for negotiated agreements:

"The Recipient in accordance with Title VI of the Civil Rights Act of 1964, 78 stat. 252 US C 2000d – 2004d-4 and Title 49 CFR Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to this advertisement, minority business enterprises will be afforded full 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."

EMPLOYMENT DISCRIMINATION PROHIBITED

The Code of Federal Regulations 41 CFR 60-1.4 requires that every contract of over $10,000 to which the HRPDC or HRTPO is a party shall contain the provisions in subparagraphs (a) and (b) herein:

a. During the performance of this contract, the contractor agrees as follows:

    1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or 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.

    2. 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.

    3. 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.

b. The contractor will include the provisions of the foregoing subparagraphs (a) 1, 2, and 3 in every sub-contract or purchase order of over $10,000, with regard to the contract with the HRPDC or HRTPO, so that the provisions will be binding upon each subcontractor or vendor.

DEBARMENT

Any proposer, or any principal thereof or person associated therewith, found to have engaged in substantial and intentional misrepresentation concerning either good faith DBE participation efforts or its status as a DBE certified business shall be debarred from any HRPDC or HRTPO contracting for a period of two (2) years. This debarment shall also extend to any successor firm substantially controlled or managed, whether directly or indirectly, by any debarred individual.

REPORTING

At the conclusion of each fiscal year, the DBE Liaison, Procurement Officer and the Title VI Coordinators will collaborate to develop a report on the HRPDC's and HRTPO's compliance with DBE and Title VI Plans, and efforts made pursuant to the Plans. The report shall also include the level of participation by DBEs in contracts that have been awarded by the HRPDC and HRTPO through formal solicitations during that fiscal year.

COMPLAINTS

Individuals alleging that they have been subjected to unequal treatment or discrimination on the grounds of race, color, national origin, age, creed, disability, or sex (gender) have a right to file a complaint. These procedures apply to all complaints filed *under Title VI of the Civil Rights Act of 1964* (including its Disadvantaged Business Enterprises (DBE) and Equal Employment Opportunity (EEO) components), *Section 504 of the Rehabilitation Act of 1973*, the *Civil Rights Restoration Act of 1987*, and the *Americans with Disabilities Act of 1990*, relating to any program or activity administered by HRPDC/HRTPO or any sub-recipients, consultants, and/or contractors. Intimidation or retaliation of any kind is prohibited by law.

These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies, or to seek private counsel for complaints alleging discrimination. These procedures are part of an administrative process that does not provide for remedies that include punitive damages or compensatory remuneration for the complainant. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Title VI Coordinators may be utilized for resolution, at any state of the process. The Title VI Coordinators will make every effort to pursue a resolution to the complaint. Initial interviews with the complainant and the respondent will request information regarding specifically requested relief and settlement opportunities.

[See Appendix B for the Complaint Form (Title VI Discrimination Complaint Form).]

MORE INFORMATION

The HRTPO's Title VI Plan can be found at www.hrtpo.org. For information on the HRTPO's Title VI Plans, procedures, or related issues, contact the HRTPO Public Involvement / Title VI Administrator at TitleVIAdministrator@hrtpo.org. HRPDC's Title VI Plan is currently under development. For information about the HRPDC, contact the Public Information and Community Affairs Administrator at jhillegass@hrpdcva.gov . Both Administrators can be reached by phone at (757) 420-8300.

Chapter 5: SWaM and DBE Procurement Policy

GENERAL

The purpose of this policy is to establish a framework for the utilization of **S**mall, **W**omen-owned, **a**nd **M**inority-owned (SWaM) and Disadvantaged Business Enterprises (DBE) in the procurement activities of the HRPDC and HRTPO.

The goal of this policy is to promote opportunities for utilization of SWaM and DBE in procurement activities. The objectives of this policy are to:

- Identify goods and services that SWaM and DBE can provide.
- Increase competition through a diverse source of contractors and suppliers.
- Maintain and strengthen the overall competitiveness of the HRPDC and HRTPO procurements.

POLICY STATEMENT

HRPDC and HRTPO are committed to ensuring fair consideration of all contractors and suppliers in day-to-day purchase or lease of goods and services. HRPDC and HRTPO recognize that working with a wide range of contractors and suppliers provides an open, competitive and diverse business environment.

In establishing this policy, HRPDC and HRTPO recognize their responsibilities to the communities that they serve and the society in which they conduct business. The inclusion of small, women-owned, and minority-owned businesses must be a function of the normal, day-to-day purchasing activities. No potential contractor or supplier will be precluded from consideration on the basis of race, religion, color, sex, national origin, age, or disability (*Code of Virginia, 2.24310A*). HRPDC and HRTPO firmly believe that in the free enterprise system every attempt must be made to fully utilize all of our resources – human and material.

Therefore, the HRPDC and HRTPO policy is to actively solicit and encourage SWaM and DBE businesses to participate in procurement opportunities through equally fair and open competition for all contracts and procurement activities. HRPDC and HRTPO have established an overall goal of 6% for the participation of SWaM and DBE businesses for all contract and procurement activities.

To this end, every employee with procurement responsibility to either directly or indirectly commit the expenditure of funds or who is involved in procurement decisions for the purchase of goods or services is charged with making HRPDC or HRTPO's policy a reality by giving every consideration to using qualified SWaM and DBE businesses in a manner that is consistent with state and federal laws and regulations. Further, each of HRPDC's and HRTPO's contractors and suppliers are encouraged to provide for the participation of SWaM and DBE businesses through partnerships, joint ventures, sub-contracts and other contractual opportunities.

To accomplish the implementation of this policy, the HRPDC and HRTPO will seek the assistance of the Virginia Department of Minority Business Enterprise (DMBE), the United States Small Business Administration (SBA), and other public or private agencies.

The HRPDC and HRTPO shall not accept a bad business deal or a lower quality contractor, supplier, product or service in order to meet the Diversity Procurement Policy goals. Quality, price and contractual terms should not be sacrificed in any meaningful way in order to achieve Diversity Procurement Policy goals.

As an integral part of the agency-wide culture, HRPDC and HRTPO do not discriminate because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law.

Additionally, in procuring goods or services or in making disbursements, HRPDC and HRTPO shall not:

a. Discriminate against a faith-based organization on the basis of the organization's religious character.

b. Impose conditions that:
   1. Restrict the religious character of the faith-based organization, except, in accord with Virginia Code 2.2-4343.1(F), that no funds shall be expended on contracts for sectarian worship, instruction, or proselytizing, or

   2. Impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

RESPONSIBILITY FOR POLICY IMPLEMENTATION

The Procurement Officer will work with the DBE Liaison and the Title VI Coordinators to ensure the overall implementation of the Diversity Procurement Policy established by the Executive Director and Boards. The Executive Director shall review the progress toward attaining the objectives of the policy. The Executive Director shall ensure that HRPDC and HRTPO staff understand and are committed to the objectives of the policy.

PROGRAM COMPONENTS

In order to implement this SWaM & DBE Procurement Policy, HRPDC and HRTPO will establish a SWaM & DBE Procurement Implementation Program. This Implementation Program shall include the following components:

- Ensuring that SWaM and DBE businesses have the maximum practicable opportunity in procurement and contractual activities.

- Apprising potential SWaM and DBE businesses of HRPDC and HRTPO procurement activities.

- Identifying SWaM and DBE businesses for HRPDC and HRTPO solicitations, by searching the DMBE website at www.dmbe.virginia.gov.

- Promoting the Diversity Procurement Policy through formal and coordinated training classes conducted by the DBE Liaison, Procurement Officer, or other partnering agencies.

- Maintaining diversity procurement data of contracts and sub-contracts awarded to SWaM and DBE businesses.

- Monitoring, evaluating, and reporting on the progress of the HRPDC and HRTPO Diversity Procurement Policy.

DIVERSITY PROCUREMENT OPPORTUNITIES

All employees with Purchasing responsibility or who are involved in procurement decisions for goods and services are expected to notify and give every consideration to using qualified, small, women- owned and minority contractors/suppliers in a manner that is consistent with the HRPDC's and HRTPO's procurement policies and procedures, and state and federal laws and regulations.

LIST OF SWaMs and DBEs

The HRPDC and HRTPO do not maintain their own list of DBEs. The HRPDC and HRTPO accept firms listed in the DBE directory of Virginia's Uniform Certification Program (UCP), as maintained by the Virginia Department of Transportation (VDOT). The list is updated every 24 hours. The directory is available online at: www.dmbe.virginia.gov/cgi-bin/dbe-search.cig. In addition, the website www.dmbe.virginia.gov will allow staff to search the State's data base for vendors by category.

The DBE Liaison will maintain a list of agencies and organizations that provide assistance and/or education to SWaMs and DBEs and inform such businesses of the resources available to them. The list will contain the types of services offered and contact information. The DBE Liaison will assist other organizations in publicizing training opportunities for SWaMs and DBEs.

CONSTRUCTION CONTRACTS

This section shall apply to all construction contracts whenever advertising of the Invitation to Bid is required.

The bid documents will contain a list of or a reference to, a list of SWaMs and DBEs. The list will be provided to assist and encourage the general contractor's use of the listed businesses as sub- contractors.

The HRPDC and HRTPO require that general contractors make a "best or good faith effort" to seek the participation of and utilize SWaMs and DBEs as suppliers and sub-contractors. General contractors

will be required to show that they have made efforts to recruit SWaMs and DBEs by incorporating into the bid or proposal form:

- Statements indicating efforts to negotiate with SWaMs and DBEs and the results of such efforts. Bidders will be required to list those SWaMs and DBEs from whom quotations for labor, materials, and/or services have been solicited, and state which SWaMs and DBEs, if any, the contractor will use on the project if awarded the bid; and

- A certification that the contractor has made a good faith effort to utilize SWaMs and DBEs whenever possible.

A bid response that does not contain such statements and certifications will be deemed non-responsive and will be rejected.

If the contractor listed SWaMs and DBEs that it would use on the project if awarded the bid and the contractor is awarded the bid, the contractor will be required to use his/her best efforts to utilize the SWaMs and DBEs identified by the contractor unless the contractor can demonstrate a nondiscriminatory, sound, business reason for not using the SWaMs and DBEs.

The contractor, in every monthly request for payment, shall submit a status report of SWaMs and DBEs participation in the project to date. Payment shall not be issued to the contractor until such status report is submitted.

The Procurement Officer, Project Manager, and when appropriate the DBE Liaison and Title VI Coordinators, will closely monitor the requirements of this section.

RACIAL DISCRIMINATION IN CONSTRUCTION CONTRACT, BONDING AND INSURANCE

In construction contracting, if any person is found by the Project Manager, or Procurement Officer, to have engaged in discrimination on the basis of race or gender in the granting of bonds or insurance to persons who contract with or desire to contract with the HRPDC or HRTPO, or to persons who receive sub-contracts or desire to receive a sub-contract in connection with an HRPDC or HRTPO contract, the person shall be deemed unqualified to submit a bond or insurance for any HRPDC or HRTPO construction contract unless and until the Procurement Officer determines that the discrimination has been purged and that adequate assurances have been made that it will not recur, and the Executive Director approves. Any determination by the Executive Director of a violation of this section shall be reported to the appropriate Board if deemed appropriate.

FEDERAL, STATE OR OTHER GRANT REQUIREMENTS

In addition to the provisions of this plan, when the HRPDC and HRTPO are using funds subject to federal, state or other grant requirements with regard to SWaMs and DBEs, the Procurement Officer, Project Manager, and department head managing the specific solicitation will take all necessary affirmative steps to assure that the requirements of the grant or program are met.

DEBARMENT

Any proposer or principal thereof or person associated therewith, found to have engaged in substantial and intentional misrepresentation concerning either good faith SWaMs and DBEs participation efforts or its status as a Small Business, a Women-Owned Business or a Minority-Owned Business shall be debarred from any HRPDC or HRTPO contracting for a period of two (2) years. This debarment shall also extend to any successor firm substantially controlled or managed, whether directly or indirectly, by any debarred individual.

CERTIFIED VENDORS

No vendor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. DMBE-certified women – and minority- owned businesses shall also be considered small businesses when they have received DMBE small business certification. Definitions for Women-Owned Business, Small Business, and Minority- Owned Business are found in Appendix A.

Chapter 6: Exceptions (Exceptions to Competitive Procurement)

GENERAL

The VPPA provides for exceptions to competitive procurement. Three types of exceptions are covered in this chapter: sole source, emergency, and other.

SOLE SOURCE DEFINITION

VPPA 2.2-4303(E) provides that: Upon a determination , in writing, that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. **The HRPDC or HRTPO shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded**. This notice shall be posted in a designated public area on the day the public body awards or announces its decision to award the contract, whichever occurs first. Public notice may also be published on the HRPDC's and HRTPO's websites.

Competition is not practicably available in a sole source situation; thus distinguishing it from a proprietary purchase where the product required is restricted to the manufacturer(s) stipulated, but is sold through distributors and competition between them can be obtained. Sole source justification based solely on a single vendor's capability to deliver in the least amount of time is usually NOT appropriate since availability alone is usually not a valid basis for determining sole source procurement.

EXECUTIVE DIRECTOR'S APPROVAL

A sole source purchase must be documented as to the reasons why only one supplier is acceptable. Fill out the Sole Source Justification and Approval Form (Appendix B) and submit to the Executive Director through the appropriate Deputy Executive Director. This documentation is normally furnished by the originating department and verified by the Procurement Officer. All sole source determinations require the Executive Director's approval in advance.

A key part of the Sole Source Justification and Approval form found in Appendix B is an explanation of each of the following four points:

a. Explain why this is the only product or service that can meet the needs of the requesting department.

b. Explain why this vendor is the only practicably available source from which to obtain this product or service.

c. Explain why the price is considered reasonable.

d. Describe the efforts that were made to conduct a noncompetitive negotiation to get the best possible price for the HRPDC or HRTPO.

SOLE SOURCE CONTRACT AMENDMENTS AND CHANGE ORDERS

An amendment is any change to a contract, task order, or work order for any professional services including all architectural and engineering services that alters the terms and conditions of the original document. Any change in the scope of a contract that increases the cost of the contract must follow the Sole Source Procurement procedures. Amendments are formal changes that must be approved at the same signature authority level as the original document.

SOLE SOURCE CONTRACT AWARD REQUIREMENTS

Sole source procurement may be used only when the award of a contract is infeasible under small purchase procedures or competitive proposals and at least one of the following circumstances applies:

a. The item is available only from a single source;

b. The public exigency or emergency (i.e., a threat to public health, welfare, safety, property or other substantial loss to the HRPDC or HRTPO, or a situation requiring immediate action the HRPDC or HRTPO, as determined by the HRPDC or HRTPO for the requirement will not permit a delay resulting from competitive solicitation;

c. After solicitation of a number of sources, competition is determined inadequate; or

d. A cost analysis, i.e., verifying the proposed cost data, the projection of the data, and the evaluation of the specific elements of costs and profit, is required.

POSTING REQUIREMENTS

Sole source procurements of $2,500 or greater shall be posted on the HRPDC's and HRTPO's websites and lobby for ten (10) days.

EMERGENCY PROCUREMENT DEFINITION

VPPA 2.2-4303(F) provides that: In case of an emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination(Emergency Justification and Approval Form found in Appendix B) of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file, and submitted to the Procurement Officer regardless of the dollar amount. **The HRPDC or HRTPO shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded**. (Emergency Award Notice found in Appendix C). This notice shall be posted in a designated public area or published in a newspaper of general circulation on the day the HRPDC or HRTPO awards or announces its decisions to award the contract, whichever occurs first, or as soon thereafter as is practicable. Public notice may also be published on the HRPDC's and HRTPO's websites

In an emergency requiring immediate action, the Executive Director may make any purchase or cause any such improvements to be made or other public work to be done by direct employment of the necessary labor and purchase of the necessary material and supplies without previously advertising for

or receiving bids therefore. Accounting records shall be kept of all such work; provided that nothing in this or the next section shall prevent the HRPDC or HRTPO from doing maintenance and repair work by direct labor and from maintaining a reasonable workforce for that purpose.

In general, an emergency is a situation that threatens to shut down a critical system or process or a situation that threatens personal safety or property. An emergency has a serious and urgent nature that demands immediate action. Emergency procedures may be used to purchase only that which is necessary to cover the requirements of the emergency. Subsequent requirements shall be obtained using normal purchasing procedures. The potential loss of funds at the end of a fiscal year is NOT considered an emergency.

TIMING OF EMERGENCY PROCUREMENTS

The timing of the emergency will determine what pre-award action may be taken:

a. For an emergency during normal business hours, the person determining that an emergency exists should notify the Procurement Officer and the Executive Director.

b. For an emergency outside normal business hours, the department head should proceed with the emergency procurement and inform the Executive Director and the Procurement Officer on the next business day.

AWARD OF EMERGENCY PROCUREMENTS

For emergencies, efforts should be directed to finding a source and directing the contractor to proceed; however, such procurement shall be made with such competition as is practicable under the circumstances (*VPPA 2.2-4303(F)*). This does not relieve the department from negotiating a fair and reasonable price and subsequently documenting the procurement action. Vendor's qualifications may be checked. Insurance coverage, if applicable, should be checked along with information on warranty offered and any other data pertinent to the procurement. A department may procure materials, equipment or supplies above its delegated authority, but in any such case, the department head or designee should notify the Procurement Officer as soon as possible, but no later than the next business day. The department must prepare a purchase requisition or contract as soon as practical. Care should be taken to include details about any agreements, including price, that were made orally with the contractor.

DOCUMENTATION

a. Written Determination. The department head must prepare a written determination for the Executive Director's signature indicating the nature of the emergency, the reason for selection of the particular contractor and include such determination with the file. Send the documentation to the Procurement Officer no later than the next business day following the emergency. Procurement Officer is required to sign each Notice of Emergency Award to indicate that procurement documentation is complete. The Executive Director is also required to sign every Notice of Emergency Award to indicate that he/she has been informed of the emergency purchase and approves.

b. Reporting Requirements. Emergency notices under $10,000 shall be filed with the Procurement Officer. Emergency notices of $10,000 or greater shall be posted in the lobby of the HRPDC's and HRTPO's Building and may be posted on the HRPDC's and HRTPO's websites. All emergency procurements will be reported to the Executive Director, who will report this information to the board at its next regularly scheduled meeting, if deemed appropriate.

EMERGENCY PLANNING

In many cases, procurement planning can reduce the need for using emergency procedures. Each department should prepare, and keep current, a list of local sources of goods and services that might be needed in an emergency. Information on rates and charges should be established and agreed upon in advance. In addition, "as needed" annual contracts for various services may be competitively bid to expedite action, ensure adequate support, and reduce the cost of meeting emergency requirements.

OTHER EXCEPTIONS TO COMPETITIVE PROCUREMENT

VPPA 2.2-4344 permits public bodies to enter into contracts without competition for the purchase of goods or services that are produced or performed by persons supervised by the Virginia Department for the Blind and Vision Impaired; and nonprofit sheltered workshops, and for certain types of legal services.

VPPA 2.2-4345 also has limited exceptions as does 2.2-4346. These sections should be reviewed for specific exceptions.

VPPA 2.2-4343(B) provides with respect to procurements with federal funds: Where a procurement transaction involves the expenditures of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of this chapter, a public body may comply with such federal requirements, notwithstanding the provisions of this chapter, only upon the written determination of the Executive Director, as in the case of political subdivisions, that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provision of this chapter in conflict with the conditions of the grant or contract.

APPENDICES

APPENDIX A: TERMS AND DEFINITIONs

APPENDIX B: FORMS

1. Complaint Form (Title VI Discrimination Complaint Form)
2. Complaint to Vendor Form
3. Contract Tracking Form
4. Credit Card Form
5. DBE Participation Statement (Form 375-030-21)
6. DBE Vendor Reporting Form
7. Emergency Justification and Approval and Notice of Award Form
8. Indemnification Form
9. Cooperative Procurement Checklist & Agreements
10. Purchase Approval Form
11. Purchase Approval <$500 Memo
12. Requisition Form
13. RFP Justification and Approval Form
14. Sole Source Justification and Approval Form

APPENDIX C: EXAMPLES

1. Award Notification
2. Contract Template
3. Emergency Award Notice
4. Intent to Award
5. Memorandum of Understanding/Agreement (MOU/MOA)
6. Notice to Procure
7. RFP (Request for Proposal) Template

APPENDIX A: TERMS AND DEFINITIONS

DEFINITIONS

"*Business enterprise*" means a legal entity which is organized in any form, other than as a joint venture, such as a sole proprietorship, partnership or corporation, to engage in lawful commercial transactions for profit (*Virginia Administrative Code 7VAC10-20-10*).

"Certification" means a process through which a business enterprise is verified to be in fact owned and controlled by an individual or individuals of an identified minority group, and so eligible to participate in minority business programs designed to stimulate minority business development (*Virginia Administrative Code 7VAC10-20-10*).

"*Certified*" means any applicant that has satisfied the requirements of the Virginia Administrative Code as a minority-owned business and is placed on the department's certified list for a period of three years (*Virginia Administrative Code 7VAC10-20-10*).

"Competitive Negotiation" (see Request for Proposal).

"Competitive Sealed Bidding" (see Invitation for Bid).

"*Contractor*" means any individual or business that has entered into an agreement to provide goods or to perform construction, engineering or any other services to HRPDC or HRTPO.

"*Control*" means the primary power to direct the management and operations of a business enterprise (*Virginia Administrative Code 7VAC10-20-10*).

"*Cooperative Procurement"* utilization of a competitive bid or RFP solicited by any other municipal, county, state, or federal governmental agency if such Bid or RFP is deemed to be in the best interest of the public (see Chapter 2 for specifics).

"*Disadvantaged Business Enterprise" (DBE):* DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

"*Emergency Purchase*" means that if the health or safety of the public or operation of equipment is in jeopardy, competition is not required.

"eVA" refers to the Electronic Virginia website used by state, local, and political subdivisions within the state for Quick Quotes and posting of IFBs and RFPs. You can access this site at: www.eva.virginia.gov.

"Immediate family" means a spouse, children, parents, brothers and sisters, and any person living in the same household as the employee.

"Invitation For Bid" (IFB): otherwise known as Competitive Sealed Bidding. Is used when buying goods, non-professional services, insurance, or construction above the small purchase limits ($10,000 and over). It is a written document that indicates exactly what the organization wants to purchase and sets forth the contract terms and other specifications that the organization desires. In this instance, the organization is required to award the contract to the lowest responsive and responsible bidder.

"*Minority*" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions (*Virginia Administrative Code 7VAC10-20-10*):

- "*Asian Americans*" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Korea, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, U.S. Territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.

- "*African Americans*" means all persons having origins in Africa and who are regarded as the original or indigenous people by the community of which these persons claim to be a part.

- "*Hispanic Americans*" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

- "*Native Americans*" means all persons having origins in any of the original peoples of North America and who are regarded as such in the community of which these persons claim to be a part or who are recognized by a tribal organization.

- "*Eskimos and Aleuts*" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, or Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

- "*Members of Other Groups*" means all other individuals found to be socially and economically disadvantaged by the United States Small Business Administration under *Section 8(a) of the Small Business Act (15 USC 637(a)*).

"Official responsibility" means administrative or operating authority, whether intermediate or final, to initiate, approve, and disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

"*Owned*" means as it relates to the following legal entities of a business enterprise (*Virginia Administrative Code 7VAC10-20-10*):

- In a "corporation" minority principals must own at least 51% of all voting stock of the corporation. Any voting agreements, voting trusts or shareholder agreements among the stockholders must not dilute the beneficial ownership, the rights or the influence of minority owners of the stock or classes of stock of the corporation.

- In a "partnership" the minority principals must act as general partners, own at least 51% of the partnership interest, exert at least 51% control among other general partners, and must have made at least 51% of the total investment.

- In a "sole proprietorship" the individual shall be a minority and own 100% of the business interest including assets, both tangible and intangible.

"Pecuniary interest arising from the procurement" means a personal interest in a contract as defined in the State and Local Government Conflict of Interest Act (2.2-3200, et seq.).

"Procurement transaction" means all functions that pertain to the obtaining of any goods, services or constructions, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"*Professional Services*" means primarily those services in the fields of accounting, architecture, land surveying, landscape architecture, law, medicine, actuarial services, optometry, or professional engineering.

"Public employee" means any person employed by a public body, including elected officials or appointed members governing bodies.

"*Request For Proposal" (RFP):* Otherwise known as Competitive Negotiation. It may be used as the procurement method for goods and non-professional services when it is either not practicable or not fiscally advantageous to the public to use IFBs. This determination is generally made in the case of the purchase of services such as lease agreements, maintenance and service contracts, rental contracts and professional service contracts. It does NOT require award to the lowest bidder.

"*Responsive and Responsible Bidder*" The lowest bidder does not automatically win, because the lowest bidder must also be "responsive" as well as "responsible." To be responsive, the low bidder must have met all of the requirements of the IFB (must have substantially complied with all of the bid requirements). In addition, the low bidder must be responsible, which means the low bidder has the capability in all respects to do the work or furnish the goods and services under the contract.

"*Small Business Administration" (SBA):* An independent agency of the United States Government that protects the interest of small businesses and ensures that they receive a fair share of government contracts.

"*Small Business ":* means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. Nothing in this provision prevents HRPDC/HRTPO from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.

"*Small, Women and Minority Enterprise*" (SWaM): A business categorized as small, or at least 51% owned by women and/or minorities.

"*Sole Source*" means a non-competitive purchase of procurement process accomplished after soliciting and negotiating with only one source, so-called sole source, thus limiting Full and Open Competition, where specific products or services are available from only one source.

"*Sub-contractor*" means any individual or business contracting with a prime contractor to perform part or all of the obligations of the prime contractor's contract.

"*Women-Owned Business"*: means a business enterprise which is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest which is owned by one or more women, and whose management and daily business operations are controlled by one of more such individuals.

APPENDIX B: FORMS

COMPLAINT FORM

TITLE VI DISCRIMINATION COMPLAINT FORM

Please provide the following information, necessary in order to process your complaint. Assistance is available upon request. Complete this form and mail or deliver to:

Title VI Coordinator, Hampton Roads Planning District Commission OR Hampton Roads Transportation Planning Organization, 723 Woodlake Drive, Chesapeake, VA 23320

You can reach our office Monday-Friday from 8:00 – 4:30 at (757) 420-8300, and ask for the HRPDC Title VI Coordinator or you can email the HRTPO Title VI Coordinator at: TitleVI-Coordinator@hrpdcva.gov.

Complainant's Name:_____

Street Address:_____

City:_____ State:_____ Zip Code:_____

Telephone No. (Home):_____ (Business):_____

Email Address:_____

Person discriminated against (if other than complainant):

Name:_____

Street Address:_____

City:_____ State:_____ Zip Code:_____

Telephone No.:_____

Date of incident resulting in discrimination:_____

Describe how you were discriminated against. What happened and who was responsible? If additional space is required, please either use back of form or attach extra sheets to form.

Does this complaint involve a specific individual(s) associated with the HRPDC or HRTPO? If yes, please provide the name(s) of the individual(s), if known:

TITLE VI DISCRIMINATION COMPLAINT FORM (Page 2)

Were there any witnesses? If so, please provide their contact information:

Name:_____

Street Address:_____

City:_____ State:_____ Zip Code:_____

Telephone No.:_____

Name:_____

Street Address:_____

City:_____ State:_____ Zip Code:_____

Telephone No.:_____

Did you file this complaint with another agency or court?

_____Yes _____No

If the answer is Yes, check each agency complaint was filed with:

_____Federal Agency _____Federal Court _____State Agency _____State Court

_____Local Agency _____Other

Please provide contact person information for the agency you also filed the complaint with:

Name:_____

Street Address:_____

City:_____ State:_____ Zip Code:_____

Telephone No.:_____

Sign the complaint in the space below. Attach any documents you believe support your complaint.

_____
Complainant's Printed Name

_____ _____
Complainant's Signature Signature Date

COMPLAINT TO VENDOR FORM

Date Filed:_____ PO#:_____ Contract #:_____
Person filing complaint:_____

Vendor's Name:_____
Vendor's Contact Person:_____
Vendor's Street Address_____
Vendor's City/State/Zip:_____
Vendor's ID #:_____ Vendor's Telephone:_____
Vendor's Email:_____

ACTION TAKEN BY HRPDC/HRTPO:

Vendor Contact	**Date(s)**	**Vendor Response**
_____Dept. Contact Vendor	_____	_____No Response
_____Routine Tracer Sent	_____	_____Denied Responsibility
_____Personal Letter Sent	_____	_____Offered Unacceptable Solution
_____Vendor Contacted Dept	_____	_____Resolved (Filed for Record)
_____Procurement Officer Contacted Vendor	_____	_____Other (See Attachment)

HRPDC/HRTPO Contact for this Action:
Name:_____Email:_____

COMPLAINT:

_____Delivery Required Delivery Date:_____ Actual Delivery Date:_____
Partial Delivery Date(s):_____ Not Received as of Date:_____

_____Price Contract/PO Price:_____ Invoice Price:_____

_____Quality/Specification: *(describe below)*

_____Other: *(describe below)*

NOTE: Submit your written response below within ten (10) calendar days of date of this complaint. Indicate your corrective action below and mail to the Procurement Officer, 723 Woodlake Drive, Chesapeake, VA 23320. Attach additional sheets for your response if required. Failure to respond may result in removal.

COMPLAINT TO VENDOR FORM (Page 2)

Date Filed:_____ PO#:_____ Contract #:_____

Vendor's Name:_____
Vendor's Contact Person:_____
Vendor's Street Address_____
Vendor's City/State/Zip:_____
Vendor's ID #:_____ Vendor's Telephone:_____
Vendor's Email:_____

VENDOR'S RESPONSE:

CONTRACT TRACKING FORM

CONTRACT BETWEEN

HRPDC OR HRTPO
(circle one, or cross one out)

AND _____(vendor)

CONTRACT NUMBER: _____
(Use the following format: DEPT ABBREVIATION-FYXXXX-CXX
(i.e., **FIN-** (Finance Dept)-**FY2012-** (fiscal budget year); **C01** (first contract for Finance in FY2012)

TITLE OF CONTRACT:_____

PERIOD OF CONTRACT:_____

PROPOSAL NUMBER: (if applicable):_____

PROPOSAL PUBLICATION DATE: (if applicable):_____

BOARD AUTHORIZATION DATE:_____

ORIGINAL AND COPIES FILED:

_____ **ORIGINAL signed copy: Procurement Officer**
_____ **Administrative Support Central Files (Mandatory)**
_____ Grant & Contract Files (Tara)
_____ UASI Files (John S.)
_____ MMRS Files (Nancy)
_____ TPO Files (Kathlene)
_____ Other:_____

ELECTRONIC COPY FILED (location):

G:EVERYONE/CONTRACT FILES/FY2012 or FY2013, etc….

Please submit this form to Procurement Officer upon completion.

CREDIT CARD FORM

(This form is located on Financial Corner.)

DBE PARTICIPATION STATEMENT
(375-030-21)

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

RFP #:_____Project Description:_____

Consultant Name:_____

This consultant (is ___) (is not ___) a certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____%.

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____

By:_____

Title:_____

Date:_____

DBE VENDOR REPORTING FORM

(all vendors must submit this form to the HRPDC/HRTPO DBE Liaison 20 days after each quarter: 1st March 31, 2nd June 30, 3rd September 30, and 4th December 31 of each year.)

The intent of this form is to provide information to the federal government as to the HRPDC/HRTPO's efforts to achieve their DBE goals for a particular fiscal year.

Date Report Submitted:_____

Vendor Name:
Vendor Address:
Vendor City, State, Zip:
Vendor Federal ID:
Vendor DBE Certification # (if applicable):_____
Vendor Contact Person:_____ Telephone:_____

REPORTING PERIOD QUARTER: 1st 2nd 3rd 4th (circle one)

AWARDS/ COMMITMENTS MADE	TOTAL $$	TOTAL #	DBEs $$	DBEs #	DBEs Race Conscious $$	DBEs Race Conscious #	DBEs Race Neutral $$	DBEs Race Neutral #	Percentage of Total Dollars to DBEs
Prime Contracts									
Subcontracts									

DBE AWARDS/ COMMITMENTS BREAKDOWN	Black American	Hispanic American	Native American	Subcont Asian American	Asian-Pacific American	Non-Minority Women	Other	Totals
Total #								
Total $$ Value								

ACTUAL PAYMENTS ON CONTRACTS COMPLETED	Number of Prime Contracts Completed	Total Dollar Value of Prime Contracts Completed	DBE Participation needed to meet Dollar Goal	Total DBE Participation in Dollars	Percentage of Total DBE Participation
Race Conscious					
Race Neutral					
Totals					

Submitted by:_____
(Print Name of Authorized Representative)

Signature:_____
(Of Authorized Representative)

_____
Phone Number of Authorized Representative

_____
Fax Number

EMERGENCY JUSTIFICATION, APPROVAL, AND AWARD FORM

When time allows, all listed approvals below must be signed before issuance of any contract or purchase order. (If this is after hours, please obtain approvals as soon after the emergency as is possible.) In addition, the procuring department must also: 1) attach a brief description of the contacts, and 2) complete the explanation.

Date:_____

Department:_____ **Staff Member:**_____

Element:_____ **Expense Code:**_____

Vendor Name:_____
Vendor Contact Person:_____ **Telephone:**_____
Fax #:_____ **Email:**_____

Description of Purchase:

Total Amount of Purchase: $_____

Explanation as to decision for Emergency Purchase:
Nature of Emergency:

This vendor was selected because:

DUE TO THE EMERGENCY NATURE OF THIS PROCUREMENT, A CONTRACT/PURCHASE ORDER FOR THE ABOVE GOODS OR SERVICES IS HEREBY BEING AWARDED TO THE VENDOR LISTED ABOVE ON AN EMERGENCY BASIS AS OF THE DATE OF THIS NOTICE OF EMERGENCY AWARD.

Approvals:
Immediate Supervisor: Date:_____
Deputy Executive Director: Date:_____
CFO/Procurement Officer: Date:_____
Executive Director:_____ Date:_____

Note: This form must be filed with the contract/purchase order in the Procurement Office.

Note: This Notice to Award is posted in the designated area in the lobby of the Regional Building and on the HRPDC and HRTPO websites as soon as possible after the emergency.

HAMPTON ROADS PLANNING DISTRICT COMMISSION (HRPDC) HAMPTON ROADS TRANSPORTATION PLANNING ORGANIZATION (HRTPO)

INDEMNIFICATION AGREEMENT FOR DONATED ITEM(S)

The undersigned, on behalf of *(name of organization)* acknowledges receipt of *(donated goods)* from the HRPDC/HRTPO. It is also understood that said donation is received "as is" and the HRPDC/HRTPO makes no warranties or representation of any kind, expressed or implied as to its condition, usefulness, merchantability or fitness for a particular purpose.

In consideration of the donation, *(name of organization)* does hereby fully release and discharge the HRPDC/HRTPO and their trustees, officers, agents and employees from any liability or any loss, cost, damage, expense, injury or death arising from or in any manner connected with the receipt and use of donated items.

Further, *(name of organization)* indemnifies, saves harmless and defends the HRPDC/HRTPO, their trustees, officers, agents and employees from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of the receipt or use of the donated items, or any person or entity who subsequently received the donated item(s) from *(name of organization)*.

(Name of organization) shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgments shall be rendered against the HRPDC or HRTPO in any such act, *(name of organization)* shall, at its own expense, satisfy and discharge same.

The undersigned certifies that he/she is an authorized agent for the *(name of organization)*, which is receiving this donation from the HRPDC or HRTPO.

Signed:_____ Date:_____

Printed Name:_____
Organization:_____
Address of Organization:_____
Pick-Up Location of Donated Item(s):_____

Cooperative Procurement
CHECKLIST

Instructions: This form is to be completed for any purchase of goods or contract for services where the HRPDC or HRTPO will utilize a contract competitively bid by another governmental agency (i.e., "Cooperative Procurement").

Department:_____ Staff:_____ Date:_____

Commodity/Service:_____

Vendor/Service Provider:
Contact Person:
Contact Phone:_____ Contact Fax:
Contact Email:_____

_____Federal Contract _____State Contract _____Other Governmental Agency

Governmental Agency Name:_____

Were three informational quotes obtained by the department for comparison purposes? ___Yes ___No
If so, please attach.

Date of Award:_____ Renewal Options?:_____

Contract effective dates:_____

Were there any protests? ___Yes ___No
If Yes, filed by:_____Date:_____
Brief description of protest and outcome:_____
_____

If "Other Agency" was checked above, answer **Yes** or **No** on the remainder of this form:

Was procurement bid out in compliance with the HRPDC & HRTPO Purchasing requirements?:
Does Virginia Law allow for the procedures used by the original "Other Agency" (RFP vs IFB)?:
Is the proposed vendor the low bidder selected by the Other Agency?: _____
Have you obtained a copy of the contract, solicitation, (copy of webpage, newspaper Advertisement) and tabulation documents, including the specifications and any Buy America Pre-award or Post delivery audits?: _____
Does the solicitation and contract contain an express "assignability" clauses that provides for the assignment of all or part of the specified deliverables?: _____
Is the price to the HRPDC or HRTPO equal to the price obtained by the Other Agency?:
Has the vendor executed an agreement with the HRPDC or HRTPO confirming that it may purchase on the existing contract with the Other Agency?: _____
Is a copy of the Agreement attached to this form?: _____
Did the Contractor submit the "certifications" required by Federal regulations? *: _____
Does the contract contain the clauses required by Federal Regulations? *: _____

Cooperative Procurement
CHECKLIST (Page 2)

Were the cooperative procurement quantities included in the original solicitation: (i.e., were they in the original bid and were they evaluated as part of the contract award decision?: _____

If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?: _____

If the cooperative procurement action represents the exercise of an option in the contract, is the option provision still valid or has it expired?: _____

Was cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? (Obtain a copy for our files.) _____

Does the contract term comply with the five-year term limit established by FTA?: _____

Was there a proper evaluation of the bids and proposals? (Include a copy of the analysis.) _____

If you will require change to the deliverables, are they "within the scope" of the contract?: _____

Attach this form, with documentation, to the Purchase Requisition for this procurement.

*Note: This worksheet is based on policies and guidance expressed in FTA circular 4220.1E.

See the following *Agreement for Goods or Materials* or the *Agreement for Services* to complete this process.

AGREEMENT TO COOPERATIVELY PROCURE ON A CONTRACT FOR GOODS OR MATERIALS BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS*, (Vendor Name Goes Here),* a Virginia Corporation (Vendor), entered into an agreement dated _____, with (*name of other governmental agency*), for goods or materials procured pursuant to VPPA 2.2-4303 and specifically described as:_____; and

WHEREAS, the Hampton Roads Planning District Commission (HRPDC) or the Hampton Roads Transportation Planning Organization (HRTPO) have the legal authority under VPPA 2.2-4303 to "Cooperatively Procure" onto a contract procured by another governmental entity when seeking to purchase the same goods or materials provided for in the said contract; ;and

WHEREAS, the HRPDC or HRTPO desires to "cooperatively procure" onto the above referenced Contract between the Vendor and *(name of other governmental agency*) for purchase of the same goods or materials specifically described as:_____and the Vendor consents to the aforesaid "cooperative procurement;"

NOW THEREFORE, having found it to be in the public interest,

1. The Vendor affirms and ratifies the terms and conditions of the above referenced Contract with (*name of other governmental agency*) and agrees to provide the above described goods or materials to the HRPDC or HRTPO in accordance with the Contract with (*name of other governmental agency*).

2. The HRPDC or HRTPO agrees to purchase the above-described goods or materials upon the terms and conditions as set forth in the Contract with (*name of other governmental agency)*.

VENDOR	HRPDC or HRTPO
_____	_____
By:	Executive Director/Secretary
_____	_____
Witness:	Procurement Officer:

Attach a copy of the executed agreement to the Purchase Requisition Form.

AGREEMENT TO COOPERATIVELY PROCURE ON A CONTRACT FOR SERVICES

BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS*, (Vendor Name Goes Here),* a Virginia Corporation (Vendor), entered into an agreement dated _____, with (*name of other governmental agency*), for services procured pursuant to VPPA 2.2-4303 (Contract); and

WHEREAS, the Hampton Roads Planning District Commission (HRPDC) or the Hampton Roads Transportation Planning Organization (HRTPO) have the legal authority under VPPA 2.2-4303 to "Cooperatively Procure" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the HRPDC or HRTPO desires to "Cooperatively Procure" onto the above referenced Contract between the Vendor and *(name of other governmental agency*) for utilization of the same or similar services (Work) and the Vendor consents to the aforesaid "cooperative procurement;"

NOW THEREFORE, having found it to be in the public interest,

1. The Vendor affirms and ratifies the terms and conditions of the above referenced Contract with (*name of other governmental agency*) and agrees to perform the services set forth therein for the HRPDC or HRTPO in accordance with the terms of said Contract until the work is completed.

2. The HRPDC or HRTPO agrees to utilize the services of the Vendor in a manner and upon the terms and conditions as set forth in the Contract with (*name of other governmental agency)* until the Work is completed.

VENDOR	HRPDC or HRTPO
_____	_____
By:	Executive Director/Secretary
_____	_____
Witness:	Procurement Officer:

Attach a copy of the executed agreement to the Purchase Requisition Form.

PURCHASE APPROVAL FORM

INSERT DATE

TO: *Immediate Supervisor*

BY: *Purchaser*

RE: **Request Approval to Purchase the Following:**

Paragraph explaining what needs to be purchased, and why.

The following quotes were obtained:

Name of Item(s) to be purchased:

Vendor	**Quantity**	**Unit Price**	**Cost**	(Y or N) **SWaM***
1.				
2.				
3.				
4.				

It is my recommendation to order from *Name of Vendor,* because *(Give an explanation as to why that particular vendor was selected).*

Element:_____ Expense Code:_____ Amount:_____

Immediate Supervisor's Approval:_____ Date:_____
Deputy Executive Director's Approval:_____ Date:_____
CFO/Procurement Officer's Approval:_____ Date:_____
Executive Director's Approval:_____ Date:_____

If $500 or less, once approval from the Deputy Executive Director has been obtained, order and either have vendor invoice us or pay by HRPDC Credit Card. If over $500, complete a Requisition Form, attach this document, and all quotes received and submit to Procurement Officer, who will create and process a Purchase Order.

[***SWaM:** **S**mall business, **W**oman-owned business, **a**nd/or **M**inority-owned business.]

PURCHASE APPROVAL <$500 FORM (MEMO)

For purchases of less than $500, if a Credit Card Form (on Financial Corner) is not used, please write a memo to your immediate supervisor, to be passed on to the appropriate Deputy Executive Director, requesting permission to purchase the goods or non-professional services needed.

REQUISITION FORM

(This form is located on Financial Corner.)

___RFP or ___IFB
(check one)

JUSTIFICATION AND APPROVAL FORM

Title of Proposal:_____

Element to be charged:_____ Expense Code to be charged:_____

This procurement is being handled as a Request for Proposal or an Invitation for Bid under the following conditions:

_____For non-quantifiable goods costing $25,000 or more (RFP)

_____For quantifiable goods costing $25,000 or more (IFB)

_____For non-quantifiable non-professional services costing $25,000 or more (RFP)

_____For quantifiable non-professional services costing $25,000 or more (IFB)

_____For Professional Services (RFP)

Requestor:_____ Date:_____

Approvals:

Immediate Supervisor:_ Date:_____
Deputy Executive Director: Date:_____
CFO/Procurement Officer: Date:_____
Executive Director:_____ Date:_____

SOLE SOURCE JUSTIFICATION AND APPROVAL FORM

All requests for sole source purchases must meet the criteria established under the Code of Virginia, 2.2-4303 (E). All listed approvals below must be signed before issuance of any contract or purchase order. In addition, the procuring department must also: 1) attach a brief description of the contacts, and 2) complete the sole source explanation.

Date:_____

Department:_____ **Staff Member:**_____

Element:_____ **Expense Code:**_____

Vendor Name:_____

Vendor Contact Person:_____ **Telephone:**_____

Fax #:_____ **Email:**_____

Description of Purchase:

Total Amount of Purchase: $_____

Explanation as to decision for Sole Source:

The above facts establish that the vendor is the only source practically available to provide the goods or services requested.

Approvals:

Immediate Supervisor: Date:_____

Deputy Executive Director: Date:_____

CFO/Procurement Officer: Date:_____

Executive Director:_____ Date:_____

Note: This form must be filed with the contract/purchase order in the Procurement Office.

APPENDIX C: EXAMPLES

AWARD NOTIFICATION

This will be a letter, on letterhead, from the Executive Director to the winning vendor. Descriptions will change with the nature of the contract.

CONTRACT

HAMPTON ROADS PLANNING DISTRICT COMMISSION
~~or~~
HAMPTON ROADS TRANSPORTATION PLANNING ORGANIZATION

CONTRACT WITH

NAME OF VENDOR

CONTRACT #:_____

This Contract is made this _____ *day of* _____ *201X*, by and between the Hampton Roads Planning District Commission (hereinafter referred to as the "HRPDC") ~~OR~~ Hampton Roads Transportation Planning Organization (hereinafter referred to as the "HRTPO") and (hereinafter referred to as the "Consultant"). The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. PROJECT. The Consultant shall carry out the project as set forth in Attachment A - RFP No. (*Dept*)-RFP-_____-____ and the _____ Technical Proposal dated _____, known as the "Scope of Services" for the *Hampton Roads Planning District Commission (HRPDC), [Hampton Roads Transportation Planning Organization (HRTPO)]* subject to and in accordance with the terms and conditions listed within this contract.

2. TIME OF PERFORMANCE. The project shall commence on _____*, 2010* and shall terminate no later than _____. All work will be accomplished in accordance with the schedule outlined in *Attachment XX, Section XX, XX.*

   The *HRPDC or HRTPO* may extend the period of performance to provide for the performance by the Consultant of the optional services, described in Attachment A - Scope of Services and/or any other changes to the Scope of Services, as mutually agreed upon by the *HRPDC or HRTPO* and the Consultant.

3. RENEWAL OF CONTRACT. This contract may be renewed by the *HRPDC or HRTPO* upon written agreement of both parties for one year and up to four {4} successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

4. SUBCONTRACTS. No portion of the work shall be subcontracted without prior written consent of the *HRPDC or HRTPO*. In the event that the Consultant desires to subcontract some part of the work specified herein, the Consultant shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors.

5. PAYMENT. The *HRPDC or HRTPO* shall pay the Consultant as services are rendered satisfactorily complete. Maximum payment by the *HRPDC or HRTPO* to the Consultant will not be greater than $_____ without prior authorization by the *HRPDC or HRTPO*. Requests for payment must be accompanied by appropriate financial and work progress documentation to support the

request for payment. Such reports and invoices shall be detailed in accordance with Attachment A to show what tasks have been completed and to compare the time of completion with the proposed time of completion. Subject to receipt of funds by the *HRPDC or HRTPO* as provided in Paragraph 6, payment by the *HRPDC or HRTPO* shall be made to the Consultant within forty-five (45) days of receipt of an invoice in satisfactory form in accordance with the requirements of this contract and in accordance with *HRPDC or HRTPO* procedures. Payments due the Consultant shall be subject to a service charge of one and one-half (1.5) percent per month for invoices not paid when due.

a. Invoices for items ordered, delivered and accepted shall be submitted by the Consultant directly to the *Hampton Roads Planning District Commission (HRPDC) or the Hampton Roads Transportation Planning Organization (HRTPO),* 723 Woodlake Dr. Chesapeake, VA 23320. All invoices shall show the *HRPDC or HRTPO* contract number; social security number (for individual consultants), or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Consultant at the contract price.

6. SOURCE OF FUNDS. Funds to support the work effort provided for in this Contract are being provided to the *HRPDC or HRTPO* by the _____(granting agency-if any). Payment of invoices under this Contract by the *HRPDC or HRTPO* is subject to receipt of funds drawn down from _____.

7. FUNDING CREDIT. Any reports and documents produced under the terms of this Contract will include the following credits: (if applicable)

8. COMMONWEALTH OF VIRGINIA PUBLIC PROCUREMENT ACT. This contract is subject to the provisions of the Commonwealth of Virginia Public Procurement Act, and any revisions thereto in effect at the time of this contract.

9. PURCHASE ORDER/CONTRACT. This resulting purchase order/contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Virginia.

10. KICKBACK. By signing this contract, the Consultant certifies that he/she has not offered or received any kickback from any other proposer, supplier, manufacturer, or subcontractor in connection with this proposal. A kickback is defined as an inducement for the award of the contract, subcontract, or order through any payment, loan, subscription, advance, deposit of money, services, or anything of value in return for an agreement not to compete on a public contract.

11. LIABILITY. The Consultant will maintain appropriate liability insurance coverage throughout the term of this Agreement, as follows:

a. Name the *HRPDC or HRTPO* as an additional insured and provide certificates or other evidence that the required insurance in force.

b. Worker's compensation and employer's liability insurance as required by the Commonwealth of Virginia.

c. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, and owned, non-owned or hired vehicles with $1,000,000 combined single limits.

d. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents, or subcontractors, with $1,000,000 per occurrence and in the aggregate.

It is the intent of the parties to this Contract that the *HRPDC or HRTPO* shall not be held liable for damages to the extent they are caused by the fault or negligence of the Consultant.

Consultant's liability for the *HRPDC's or HRTPO's* damages, not otherwise covered by required insurances, will, in the aggregate, not exceed $_____. This provision takes precedence over any conflicting Article of this Contract or any document incorporated into it referenced by it. This limitation of liability will apply whether Consultant's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Consultant's officers, affiliated corporations, employees, and subcontractors.

12. NONDISCRIMINATION.

Disadvantaged Minority Business Enterprises: It is the policy of the *HRPDC or HRTPO* that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (http://www.dmbe.state.va.us/) under the DBE Directory of Certified Vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential sub-consultants. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited. HRPDC/HRTPO believe that these services support 4% DBE participation. If a DBE is not certified, the DBE must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they

commit to be performed by DBE sub-consultants. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by the DBE themselves. When a DBE prime consultant or sub-consultant subcontracts work to another firm, the work counts toward DBE goals only if the other firm is itself a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of the contract with its own force.

> Certification of Eligibility: A signed statement on your letterhead stating that: "The firm is not ineligible to receive award of a contract due to the firm's inclusion on any Federal ore Virginia State lists of debarred contractors, or otherwise ineligible to be awarded a contract using Federal or State funds."

In its performance of work activities under this Contract, the Consultant warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or handicapped status. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the *HRPDC or HRTPO*, state that the Consultant is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of the Contract.

The Consultant shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that such provision shall be binding upon each subcontractor or vendor.

All proposers shall abide by applicable state and federal laws including, but not limited to, all provisions of the Americans with Disabilities Act. Each proposer agrees to hold the *HRPDC or HRTPO* harmless regarding all claims in connection with the proposer's failure to comply with applicable laws and regulations.

13. CHANGES. The *HRPDC or HRTPO* may direct changes within the general Scope of Work in this Contract. Any Change will require prior notice to the Consultant and agreement on the price of the change. The Consultant must obtain prior written approval from the Commission/Organization for any changes to the project, including, but not limited to, changes of substance in program activities, designs, or plans set forth in Attachment A, which are proposed by the Consultant. If such changes affect the Consultant's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the Contract.

14. TERMINATION FOR CAUSE. The *HRPDC or HRTPO* reserves the right to terminate the Contract, in whole or in part, at any time before the date of completion, upon written notice to the Consultant that it has failed to comply with the conditions of the Contract. The Consultant shall not incur new obligations for the terminated portion of the project after the date of the termination notice, and shall cancel as many outstanding obligations as possible. In the case of a termination for cause, the *HRPDC or HRTPO* shall pay for contracted services successfully

completed by the Consultant through the effective date of the termination. The *HRPDC or HRTPO* will not be liable for damages or costs of any kind following termination and final payment to the Consultant, specifically including claims for anticipated profit. Any damages of the *HRPDC or HRTPO* associated with a termination for cause shall be compensated for or recovered by the *HRPDC or HRTPO* through separate agreement.

15. TERMINATION FOR CONVENIENCE. The *HRPDC or HRTPO* may terminate the Contract, in whole or in part, if the *HRPDC or HRTPO* determines that the continuation of the Contract supported activities will not produce beneficial results commensurate with further expenditure of funds. The Consultant shall not incur new obligations for the terminated portion after termination notice and shall cancel as many outstanding obligations as possible. In the case of a termination for convenience, the *HRPDC or HRTPO* shall pay for contracted services, rendered by the Consultant through the effective date of the termination. The *HRPDC or HRTPO* will not be liable for damages or costs of any kind following termination and final payment to the Consultant, specifically including claims for anticipated profit.

16. MAINTENANCE OF RECORDS. The Consultant shall maintain all required records and provide the *HRPDC or HRTPO* an audit in accordance with applicable state and federal laws and Generally Accepted Accounting Procedures. That audit will be reviewed by the *HRPDC or HRTPO* for compliance with state and federal laws and regulations. The Consultant will ensure that appropriate corrective action is taken within six months after receipt of the audit report in instances of noncompliance with state and federal laws and regulations.

    The Consultant agrees to retain all books, records and other documents relative to this Contract for three (3) years after final payment, or until the Project is audited by the Commission/Organization, whichever is later. The HRPDC *or HRTPO*, its authorized agents and/or auditors shall have full access to and right to examine any of said materials during said period.

17. COLLATERAL CONTRACTS. Where there exists any inconsistency between this Contract and other provisions of collateral contractual agreements which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.

18. PRIME CONSULTANT RESPONSIBILITIES. The Consultant shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime consultant. The Consultant agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

19. INTEGRATION AND MODIFICATION. This Contract constitutes the entire Contract between the Commission and the Consultant. No alteration, amendment, or modification in the provisions of the Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

20. SEVERABILITY. Each paragraph and provision of this Contract is severable from the entire Contract; and, if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the *HRPDC or HRTPO*.

21. INDEMNIFICATION. Consultant agrees to indemnify, defend and hold harmless the *HRPDC or HRTPO* and the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Consultant, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Consultant on the materials, goods or equipment delivered.

22. INVENTIONS AND COPYRIGHTS. As, and only as, requested by the *HRPDC or HRTPO*, the Consultant shall apply, or promptly and willingly assist (including without limitation by executing and delivering documents) the *HRPDC or HRTPO* in applying, for patent, copyright, and/or other intellectual-property protection of any inventions, discoveries, documents, designs, drawings, papers, notes, forms, interim reports, final reports, graphics, images, computer programs and data, other works of authorship, and other information and/or materials, whether in electronic, magnetic/optical-media, or printed form, (collectively, "Materials") prepared by the Consultant in the performance of its obligations under this Contract. The provisions of this paragraph are further subject to the provisions of Paragraphs 23 and 24 of this Contract.

23. OWNERSHIP OF MATERIALS. The Consultant acknowledges and agrees that the HRPDC *or HRTPO* has and shall have ownership of any and all Materials prepared by the Consultant in the performance of its obligations under this Contract. The Consultant shall promptly disclose to the *HRPDC or HRTPO* any and all Materials and, at the *HRPDC's or HRTPO's* request, shall provide the *HRPDC or HRTPO* with one or, if so requested by the *HRPDC or HRTPO*, more electronic, magnetic/optical-media, and/or printed copies of each of the Materials. The Consultant may retain electronic, magnetic/optical-media, and/or printed copies of the Materials and with the *HRPDC's or HRTPO's* prior written consent on a case-by-case basis, use such copies, but only in the course of the Consultant's business and provided that the Consultant includes on any and all such Materials, regardless of form, any and all appropriate notices of the *HRPDC's or HRTPO's* rights, including without limitation its intellectual property rights, in and to the Materials. The provisions of this paragraph are further subject to the provisions of Paragraph 22 of this Contract.

24. CREATION OF INTELLECTUAL PROPERTY. The Consultant acknowledges and agrees that the *HRPDC or HRTPO* owns and shall own any and all patent rights, copyrights, other intellectual property rights, and any and all other proprietary rights in and to the Materials prepared by the Consultant in the performance of its obligations under this Contract. The Consultant agrees to assign, and hereby does assign, to the *HRPDC or HRTPO* any and all rights, including without limitation copyrights and any other rights arising under Title 17 of the United States Code, that the Consultant would, except for such assignment, have in and to the Materials. With the *HRPDC's or HRTPO's* prior written consent, the Consultant may create and use, but only in the course of the Consultant's business, derivative works based on the Materials. The preceding does not apply to any background materials which Consultant supplies to complete [the task] which is subject to preexisting copyright protections.

25. CONFIDENTIALITY. The Consultant expressly acknowledges and agrees that all reports, documents and communications of every kind, whether written or oral, concerning specific contractual matters, planning or assumptions received in the performance of the work from the *HRPDC or HRTPO*, its staff, Board, legal counsel, or other agents or advisors (collectively "Confidential Information") shall be held in strictest confidence and maintained as strictly confidential. Confidential Information shall include information that, when taking into consideration the circumstances surrounding disclosure of the same, a reasonable person would consider being confidential or proprietary. This provision shall not apply to information which (1) has been published and is in the public domain, (2) has been provided to Consultant by third parties who have the legal right to possess and disclose the information, (3) was in the possession of Consultant prior to the disclosure of such information to Consultant by the *HRPDC or HRTPO*, (4) is required by law or any governmental agency to be disclosed, or (5) would require disclosure to comply with the ethical obligations of Consultant to protect the public.

No Confidential Information shall be disclosed to other clients of the Consultant, other consultants, private companies, public entities, the media, the general public, or any other third party unless directed to do so by *HRPDC's or HRTPO's* Executive Director. However, such Confidential Information may be documented in briefing materials provided to the *HRPDC or HRTPO* and its staff; provided such briefing materials are clearly annotated as Confidential Working Papers.

The Consultant shall take all appropriate and necessary steps to protect Confidential Information and to limit access to Confidential Information in its possession to those of its employees, agents and subcontractors required to have access to the Confidential Information in the performance of this work and who are bound in writing to keep the information confidential pursuant to confidentiality agreements with terms no less restrictive than those contained in this Agreement. The Consultant shall include these confidentiality provisions in any agreement between the Consultant and a subcontractor or agent related to the performance of the work so that these provisions will be binding upon them with equal and like effect. The Consultant shall be responsible for communicating to each party identified in this paragraph C who receives or is given access to Confidential Information the terms of these provisions and the obligations of that party to abide by the requirements hereof.

Upon completion of performance of the work, the Consultant, its agents and any subcontractors, agree to deliver to the *HRPDC or HRTPO* all Confidential Information obtained during performance of the work, in any medium, and, if requested by the *HRPDC or HRTPO*, to provide written confirmation that all such Confidential Information has been delivered to the *HRPDC or HRTPO*; provided, however, Consultant may retain a record copy of its work product.

The Consultant shall immediately notify the *HRPDC or HRTPO* if the Consultant learns of any unauthorized use or disclosure of Confidential Information and will cooperate in good faith to remedy such occurrence immediately to the extent reasonably possible.

In the event that Consultant becomes legally compelled to disclose any such Confidential Information, Consultant will provide the Commission/Organization with prompt notice so that the *HRPDC or HRTPO* may seek a protective order or other appropriate remedy; in the event that such protective order or other remedy is not obtained, Consultant will furnish only that portion of the Confidential Information which Consultant is advised by opinion of counsel is

legally required and will cooperate with the *HRPDC or HRTPO* in seeking reliable assurance that confidential treatment will be accorded the Confidential Information.

The Consultant acknowledges and agrees that a violation of the provisions of this confidentiality requirement may cause irreparable damage to the *HRPDC or HRTPO*, and these confidentiality provisions are made for the express benefit of and shall be enforceable by any of the Affected Parties. Consultant agrees that these provisions may be specifically enforced in any court of law having jurisdiction. In addition to and not in limitation of any other rights or remedies the Affected Party may have for a breach of the provisions of this confidentiality requirement, the Affected Party may recover money damages, subject to the limitations in Section 14; and in addition to money damages, the Affected Party shall be entitled to obtain equitable relief for any such breach (without requirement of bond or corporate surety) so that Consultant shall be required to cease and desist immediately from breaching such provision (it being agreed that damages alone would be inadequate to compensate the Affected Parties and would be an inadequate remedy for such breach).

These provisions shall expressly apply to and bind the Consultant, its agents, officers, employees, subcontractors and any permitted assigns.

26. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION. The Consultant assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Consultants who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Consultants shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Consultants and their employees working on this project may be required to sign a confidentiality statement.

27. CONTINGENT FEE WARRANTY. The Consultant warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing this Contract. The Consultant further warrants that is has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Contract. For breach of one or both of the foregoing warranties, the Commission/Organization shall have the right to terminate this Contract without liability, or in its discretion, to deduct from the agreed fee, amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. CONFLICT OF INTEREST. The Consultant warrants that it has fully complied with the State and Local Government Conflict of Interests Act.

29. DISCLAIMER. Nothing in this Contract shall be construed as authority for either party to make commitments, which will bind the other party beyond the project contained herein.

30. USE OF FUNDS. Funds, paid by the *HRPDC or HRTPO*, shall only be used for the purposes and activities covered in Attachment A.

31. FISCAL CONTROL. The Consultant shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, project funds, including any required matching funds.

32. STANDARD OF CARE. The standard of care applicable to the Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time said services are performed. The Consultant will re-perform, without additional compensation, any services not meeting this standard.

33. FORCE MAJEURE. If performance of the Services is affected by causes beyond the Consultant's reasonable control, project schedule and compensation shall be equitably adjusted.

34. DISPUTE RESOLUTION. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

35. NOTICE TO PROCEED. Execution of the contract by both parties will constitute a Notice to Proceed. A separate Notice to Proceed will be required prior to beginning any additional services as may be directed by the *HRPDC or HRTPO*.

HAMPTON ROADS (TRANSPORTATION PLANNING ORGANIZATION) (PLANNING DISTRICT COMMISSION)	_*(Vendor Name)*_____
_____	_____
Executive Director/Secretary	(*Printed Name)* (*Title)*
_____	_____
Date	Date

Contract authorized by the *HRXXX on:*
_____(Date)

CONTRACT AMENDMENTS

If the original contract's Scope of Work remains unchanged, but there will be a change in:

- Cost
- Time period
- Personnel
- Standard Provisions

A **Contract Modification** should be used.

If the original contract's Scope of Work will change, with or without changes in any of the other categories listed above:

A **Task Order** should be used. There are two types of Task Orders: one should be used for Lump Sum Work, the other for Time and Materials.

Modifications or Task Orders created by the vendor may also be used, as long as they meet the requirements contained herein.

CONTRACT MODIFICATION

[On HRPDC or HRTPO Letterhead:]

Date of letter

Contact Name
Company
Address
Address

Re: Contract #_____& Name_____: Amendment #_____

Dear _____:

This letter constitutes Amendment #_____to the _____*(date of original contract)* Original Contract #_____between the Hampton Roads Planning District Commission (HRPDC) (OR Hampton Roads Transportation Planning Organization (HRTPO)) and _____*(name of vendor)* for the _____*(title of contract).* Under this Amendment, the HRPDC (HRTPO) is authorizing _____*(name of vendor)* to complete the work in accordance with the attached Scope of Work and fee estimate.

The effective date of the Amendment is _____. All other provisions of the Original Contract, including the provisions of all subsequent Amendments remain in effect.

Your signature on this letter will constitute your acceptance of this "Amendment. Please return one (1) signed original to the HRPDC (HRTPO) and retain one (1) copy for your files.

If you have any questions or need further information, please call me or _____ *(staff member here at the PDC/TPO).*

Sincerely,

_____ _____

Executive Director/Secretary

Vendor representative's name
Title
Company Name

Attached: Scope of Work

TASK ORDERS

TIME AND MATERIALS TASK ORDER NO._____

In accordance with Contract #_____between the Hampton Roads Planning District Commission (HRPDC) (OR Hampton Roads Transportation Planning Organization (HRTPO)) and _____*(name of vendor)* dated _____*(date of Original Contract)* and all amendments contained therein, this Task Order describes the Services, Schedule, and Payment Conditions for Consultant's Services on the Project known as:

_____*(title of contract)*

Commission Authorized Representative:	
Address:	723 Woodlake Drive Chesapeake, VA 23320
Telephone No.:	757 420-8300
Consultant Authorized Representative:	Name of Contact
Address:	Street City, St Zip
Telephone No.:	xxx xxx-xxxx

SERVICES: The Services shall be described on Attachment 1 to this Task Order.

SCHEDULE: The estimated schedule shall be set forth in Attachment 2 to this Task Order.

PAYMENT: Consultant charges shall be on a "time and materials" basis and shall be in accordance with the Consultant's fee proposal for this Task Order as set forth in Attachment 3.

TERMS AND CONDITIONS: The terms and conditions of the Original Contract shall apply to this Task Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Task Order is acknowledged by the following signatures of the Authorized Representatives.

HRPDC (HRTPO)	CONSULTANT
_____	_____
Executive Director/Secretary	Consultant's Representative Title
_____	_____
Date of Signature	Date of Signature

Include any Attachments required as indicated above.

LUMP SUM WORK TASK ORDER NO._____

In accordance with Contract #_____between the Hampton Roads Planning District Commission (HRPDC) (OR Hampton Roads Transportation Planning Organization (HRTPO)) and _____*(name of vendor)* dated _____*(date of Original Contract)* and all amendments contained therein, this Task Order describes the Services, Schedule, and Payment Conditions for Consultant's Services on the Project known as:

_____*(title of contract)*

Commission Authorized Representative:	
Address:	723 Woodlake Drive Chesapeake, VA 23320
Telephone No.:	757 420-8300
Consultant Authorized Representative:	Name of Contact
Address:	Street City, St Zip
Telephone No.:	xxx xxx-xxxx

SERVICES: The Services shall be described on Attachment 1 to this Task Order.

SCHEDULE: The estimated schedule shall be set forth in Attachment 2 to this Task Order.

PAYMENT: This is a Lump Sum Task Order. Consultant's lump sum compensation and provisions for progress and final payments are specified in Attachment 3 to this Task Order. Consultant shall give the HRPDC/HRTPO prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time the lump sum compensation was agreed upon. If the HRPDC/HRTPO wishes Consultant to proceed, Consultant's lump sum compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS: The terms and conditions of the Original Contract shall apply to this Task Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Task Order is acknowledged by the following signatures of the Authorized Representatives.

HRPDC (HRTPO)	CONSULTANT
_____	_____
Executive Director/Secretary	Consultant's Representative Title
_____	_____
Date of Signature	Date of Signature

Include any Attachments required as indicated above.

EMERGENCY AWARD NOTICE

(See Appendix B “Emergency Justification, Approval, and Award Form”).

IFB NOTICE TO PROCURE TEMPLATE

PUBLISHED ON: HRPDC WEBSITE AND HRTPO WEBSITE

POSTED IN: eVA

(Dept)-IFB-YEAR-##:* Invitation for Bid for *"Title of IFB"
The main objective of this request is to:_____

IFB NO. (Dept)-IFB-YEAR-xx (PDF) (example: EM-IFB-201X-01)

One (1) original copy of the proposal will be accepted until *hour* P.M. Eastern Standard Time (EST) on *MONTH DAY, YEAR* at the Hampton Roads Planning District Commission's / Hampton Roads Transportation Planning Organization's Regional Building by the receptionist, or by mail to:

Hampton Roads Planning District Commission ~or~ Hampton Roads Transportation Planning Organization

Attn: Nancy K. Collins, CFO/Procurement Officer
(Dept)-IFB-YEAR-XX (example: EM-IFB-201X-01)
Regional Office Building
723 Woodlake Drive
Chesapeake, Virginia 23320

PUBLISHED IN: NEWSPAPERS
(It is mandatory to publish in the New Journal and Guide, all other newspapers are optional.)

INVITATION FOR BID *#(Dept)-IFB-YEAR-XX* The Hampton Roads Planning District Commission / The Hampton Roads Transportation Planning Organization is soliciting proposals for updating the: *title of IFB goes here.* Interested parties should refer to the full request for proposal posted on http://www.hrpdcva.gov/IFB_RFQ.asp. (OR http://www.hrtpo.org/IFB_RFQ.asp.) Submit by *HOUR* P.M. Eastern Standard Time on *Month Day, Year.*

Possible Newspaper Sources Include:

- New Journal and Guide
- Virginian Pilot (optional)
- Daily Press (optional)
- Richmond Times Dispatch (optional)
- Smithfield Times (optional)
- Suffolk News Herald (optional)
- Tidewater News (optional)

INVITATION FOR BID (IFB) TEMPLATE

Cover Page

Appropriate LOGO
Title of Project
IFB NO. _ *(Dept)-IFB-FYXX-XX* (for example: EM-IFB-201X-01)
Publication Date

Table of Contents

Section I: GENERAL INFORMATION

Purpose of Proposal

Number of pages allowed

Date Proposal submission is due

ALL PROPOSALS NEED TO BE SEALED AND SUBMITTED TO: Nancy Collins, CFO, Hampton Roads Planning District Commission, 723 Woodlake Drive, Chesapeake, VA 23320.

Listing of dates, times, and places for:
Pre-proposal Conference

Date last day questions will be addressed.

Proprietary Information

"Proposers are advised that Title 2.2 Subtitle II Part B Chapter 43 (specifically Section 2.2-4342) of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Proposer. Furthermore, **proprietary information shall be submitted with the RFP package under separate cover and marked 'proprietary'**. Information not submitted under separate cover and not labeled proprietary shall be Public Information in accordance with State Statutes."

Authorized Contract Users

"Virginia Department of Emergency Management, State Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards, Cities, Counties, and other entities are authorized to use this contract in accordance with the Code of Virginia."

Disadvantaged Business Enterprises

The recipient in accordance with *Title VI of the Civil Rights Act of 1964, 78 stat. 252 US C 2000d-2004d-4* and *Title 49 CFR Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation,* issued pursuant to this advertisement, minority business enterprises will be afforded full 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.

It is the policy of the HRPDC/HRTPO that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (heep://www.dmbe.state.va.us/) under the DBE Directory of Certified Vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential sub-consultants. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited. HRPDC/HRTPO believe that these services support 4% DBE participation. If a DBE is not certified, the DBE must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE sub-consultants. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by the DBE themselves. When a DBE prime consultant, or sub-consultant, subcontracts work to another firm, the work counts toward DBE goals only if the other firm is itself a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of the contract with its own force.

Certification of Eligibility: A signed statement on your letterhead stating that: "The firm is not ineligible to receive award of a contract due to the firm's inclusion on any Federal ore Virginia State lists of debarred contractors, or otherwise ineligible to be awarded a contract using Federal or State funds."

Section II: INSTRUCTIONS TO PROPOSERS

Receipt of Proposals:

"All submittals must be sealed. Proposals will be delivered to the receptionist at the Hampton Roads Planning District Commission's / Hampton Roads Transportation Planning Organization's Regional Office Building, 723 Woodlake Drive, Chesapeake, Virginia 23320 until *HOUR* P.M. Eastern Standard Time (EST) on *DAY, MONTH & YEAR*, in accordance with the specifications attached and the other terms and conditions set forth herein." "Proposals may also be mailed to: Nancy Collins, CFO/Procurement Officer by the same date and time established above."

Intent of Contract:

Summary of purpose of IFB.

Proposer's Responsibility:

"Proposers shall examine this IFB, shall exercise their own judgment as to the nature of the whole of the work to be done, and must assume all risk for any computations or statements made in completing the proposal."

Contract Amount: *(optional)*

The maximum contract award amount is $*XXXXX*.

Contract Length:

The project timeline shall be *BEGINNING AND ENDING DATES / DELIVERY DATE*.

Subcontracts:

"The proposer is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be approved by the HRPDC/HRTPO."

Interpretations and Requests for Substitution:

1. Any proposer in doubt as to the true meaning of any part of this request for proposal may submit a written request to the Project Manager *(name, e-mail)* for an interpretation. The proposer submitting a request will be responsible for its prompt and actual delivery. Any interpretation or approval will be made by addendum duly issued. A copy of such addendum will be delivered to each proposer receiving a copy of the request for proposal. HRPDC/HRTPO will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make. Only questions answered by formal written addenda will be binding; oral and other interpretations or clarifications will be without legal effect.

2. Proposers must submit every request for interpretation or clarification regarding the services, or goods, to be provided in writing; by email to _____or by facsimile transmission to (757) 523-4881, to the attention of ______. To be given consideration, such requests must be received AT LEAST 24 HOURS PRIOR to the date fixed for the pre-proposal conference. Any and all such interpretations, clarifications, and any supplemental instructions will be issued in the form of written addenda prior to the date fixed for receiving proposals. Failure to receive such addenda shall not relieve proposers from any obligation under this proposal as submitted.

3. When inquiring, replying or forwarding, please list the IFB (i.e., EM-IFB-2011-01) number in the subject line. This is used to direct the email or fax to the appropriate person so the HRPDC/HRTPO may provide prompt service to your request when staff are away from their desk.

Irregular Proposals

Proposals shall be considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:

a. If there are unauthorized additions or conditional proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

b. If the proposer adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.

c. If the proposer fails to meet the proposal specifications or is unresponsive to proposal specifications, questions, and/or terms.

d. If the proposal fails to include an authorized proposer representative's signature on company letterhead.

Withdrawal or Revision of Proposals

1. A proposer may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the time set for receiving proposals. Telephonic communications for withdrawal shall not be accepted.

2. Any proposer may modify his/her proposal by facsimile communication at any time, provided such communication is received by HRPDC/HRTPO prior to the due date of proposals. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification. If written confirmation is not received within two days after the fax, no consideration will be given to the facsimile modification.

Insurance

1. Prior to starting work, proposers will furnish the HRPDC/HRTPO a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

   a. Comprehensive General Liability: $1,000,000 per occurrence.

   b. Workmen's Compensation: As required by Federal and State Worker's Compensation and occupational statutes.

   c. Professional Liability: $1,000,000 per claim.

2. The Certificate of Insurance will provide for thirty days (30) written notice to the HRPDC/HRTPO by the Insurance Company prior to cancellation or material change in policy coverage.

Proposal Evaluation

1. The proposal will opened at the HRPDC/HRTPO office at _____PM on _____ day of _____, 201X and the award will go to the lowest responsive and responsible bidder based on all information received at that time.

2. HRPDC/HRTPO reserves the right to reject any and all proposals and waive any and all informalities and the right to disregard all nonconforming or conditional proposals or counter proposals. HRPDC/HRTPO reserves the right to reject any proposal if investigation of such proposer fails to satisfy HRPDC/HRTPO that such proposer is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents.

Any and all proposals will be rejected if there is reason to believe that collusion exists among the proposers. The signature on the face of the proposal certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person also submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law and can result in fines, prison sentences, and civil damage awards. Proposer's signatory agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign the proposal for the proposer.

Section III: SCOPE OF WORK

Detailed explanation of Background, Objectives, Primary Scope of Work, including expected deliverable(s), timeframe of activities and deliverables, and Reporting Requirements.

Section IV: REQUIRED SUBMITTALS

Proposal Format

- Transmittal Letter
- Title Page
- Overview and Summary
- Detailed Work Plan
- Qualification, Experience and References
  - Resumes
  - Office Location
  - Sample Documentation
  - References
  - Licenses Requirements
  - Financial Stability
  - Any Additional Requirements
- Affirmative Action and DBE Participation

  This section is Company specific, not specific to individual employees within the company.

  "Consultant shall present documentation to describe its compliance with the Federal and State nondiscrimination laws and regulations and its Disadvantaged Business Enterprise (DBE) activities and proposed DBE commitment for this project."

  "A description of 1) consultant's activities undertaken to comply with the provisions of the RFP concerning DBE participation, and 2) consultant's proposed DBE Commitments."
- Basis for Selection
- Statement of Compliance

  "Please note any deviation in compliance with the IFB, as requested by HRPDC/HRTPO."
- Please fill out and submit the following forms:

VA Dept. of Taxation

Form St-12
6201059

Rev. 11/99

COMMONWEALTH OF VIRGINIA

SALES AND USE TAX CERTIFICATE OF EXEMPTION

(For use by the Commonwealth of Virginia, a political subdivision of the Commonwealth of Virginia, or the United States)

To: **Date**

(Name of Dealer)

(Number and street or rural route) (City, town, or post office) (State and ZIP Code)

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use or consumption by this State, any political subdivision of this State, or the United States. (This exemption does not apply to sales or leases to privately owned financial and other privately owned corporations chartered by the United States.)

The undersigned, for and on behalf of the governmental agency named below, hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be for use or consumption by a governmental agency, that each such purchase or lease will be supported by the required official purchase order, and that such tangible personal property will be paid for out of public funds: (Check proper box below.)

1. Tangible personal property for use or consumption by the Commonwealth of Virginia.
2. Tangible personal property for use or consumption by a political subdivision of the Commonwealth of Virginia.
3. Tangible personal property for use or consumption by the United States.

Hampton Roads Planning
District Commission

723 Woodlake Drive	Chesapeake	VA	23320
(Number and street or rural route)	(City, town, or post office)	(State)	(ZIP Code)

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act**.**

BY Nancy K. Collins CFO

(Signature) (Title)

Information for dealer. -A dealer is required to have on file only one Certificate of Exemption properly executed

orm **W-9**
Rev. January 2005)
Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other ▶

Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident lien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is

Employer identification number

or

Social security number

Part II Certification

Your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number o enter.*

Under penalties of perjury, I certify that:

. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. or mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign here

Signature of U.S. person ▶

Date ▶

Purpose of Form

person who is required to file an information return with the RS, must obtain your correct taxpayer identification number TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, r
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to equest your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you re:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Cat. No. 10231X

Form **W-9** (Rev. 1-2005)

VENDOR CERTIFICATION

VERIFICATION FORM

Vendor Name: _____

Vendor Address: _____

_____

Contact Person: _____ Title: _____

E-mail Address: _____ Phone: _____

Vendor Fax: _____

CERTIFICATIONS

DBE CERTIFICATION ○ CERTIFICATION #: _____

CERTIFYING AGENCY: _____

NAICS CODE: _____ DESCRIPTION: _____

_____

SWaM CERTIFICATION ○ CERTIFICATION #: _____ SWaM TYPE___

SERVICE DISABLED VET ○ CERTIFICATION #: _____ DATE _____

EXP DATE: _____ CERTIFYING AGENCY: _____

MINORITY INDICATOR

☐ African American ☐ Asian Indian ☐ Asian Pacific

☐ Hispanic American Native American

☐ Non-Minority Woman

Submit to: Nancy Collins, CFO * Fax: (757) 523-4881 * E-mail: ncollins@hrpdcva.gov

INTENT TO AWARD NOTICE

The Hampton Roads Planning District Commission / Hampton Roads Transportation Planning Organization anticipates awarding *VENDOR NAME* on
MONTH DAY, 201X a contract based on
DEPT-RFP-201X-xx.
Or
DEPT-IFB-201X-xx.

MEMORANDUM OF UNDERSTANDING/AGREEMENT BETWEEN
HAMPTON ROADS PLANNING DISTRICT COMMISSION
HAMPTON ROADS TRANSPORTATION PLANNING ORGANIZATION
AND
(VENDOR NAME GOES HERE)
REGARDING
(TITLE OF PROJECT GOES HERE)

PARTIES. The parties to this Agreement are the Hampton Roads Planning District Commission (HRPDC) [OR the Hampton Roads Transportation Planning Organization (HRTPO)] and *(name of other party goes here)*.

AUTHORITY. This Agreement is authorized under the approval of the Board of Directors at their monthly meeting held on *(date of board meeting goes here).*

PURPOSE. The purpose of the Agreement is to set forth terms by which HRPDC or HRTPO and *(name of other party)* will provide ***[services, personnel, equipment,…..]*** in order to ***[summarize what the MOU/MOA is intended to accomplish]***.

RESPONSIBILITIES/REPORTING/DOCUMENTATION

HRPDC or HRTPO

a.
b.
c.

[Describe what the HRPDC or HRTPO will do. Include a paragraph indicating whether the HRPDC/HRTPO is required to submit status/progress reports, and, if so, how often.]

(OTHER PARTY)

a.
b.
c.

[Describe the other party's responsibilities as discussed above.]

POINTS OF CONTACT. ***[Identify the points of contact for the HRPDC or HRTPO and the other party, including address and phone number, fax number, and e-mail.]***

OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or regulations of the Commonwealth of Virginia, the Department of Transportation, or *(other party name goes here)*. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

EFFECTIVE DATE. The terms of this Agreement will become effective on *(insert the effective date here)*.

MODIFICATION. This Agreement may be modified upon the mutual, written, consent of the parties.

TERMINATION. The terms of this Agreement, as modified with the consent of both parties, will remain in effect until *(end date, completion of project, or upon agreement of parties)*. The Agreement may be extended by mutual written agreement of the parties. Either party upon *(xx number)* days written notice to the other party may terminate this Agreement.

APPROVED BY:

HAMPTON ROADS PLANNING DISTRICT COMMISSION OR TRANSPORTATION PLANNING ORGANIZATION	NAME OF OTHER PARTY
_____	_____
Executive Director	(name of other party's official)
_____	_____
Date	Date

RFP NOTICE TO PROCURE TEMPLATE

PUBLISHED ON: HRPDC WEBSITE OR HRTPO WEBSITE

POSTED IN: eVA

(Dept)-RFP-YEAR-##:* Request For Proposal for *"Title of RFP"
The main objective of this request is to:_____

RFP NO. (Dept)-RFP-YEAR-xx (PDF) (example: EM-RFP-2011-01)

One (1) original and *XX* copies of the proposal and one electronic copy in either MS Word or PDF format on a CD will be accepted until *hour* P.M. Eastern Standard Time (EST) on *MONTH DAY, YEAR* at the Hampton Roads Planning District Commission's / Hampton Roads Transportation Planning Organization's Regional Building by the receptionist, by e-mail to: ncollins@hrpdcva.gov or by mail to:

Hampton Roads Planning District Commission ~or~ Hampton Roads Transportation Planning Organization
Attn: Nancy K. Collins, CFO/Procurement Officer
(Dept)-RFP-YEAR-XX (example: EM-RFP-2011-01)
Regional Office Building
723 Woodlake Drive
Chesapeake, Virginia 23320

PUBLISHED IN: NEWSPAPERS
(It is mandatory to publish in the New Journal and Guide, all other newspapers are optional.)

REQUEST FOR PROPOSAL *#(Dept)-RFP-YEAR-XX* The Hampton Roads Planning District Commission/ The Hampton Roads Transportation Planning Organization is soliciting proposals for updating the: *title of RFP goes here.* Interested parties should refer to the full request for proposal posted on http://www.hrpdcva.gov/RFP_RFQ.asp. (OR http://www.hrtpo.org/RFP_RFQ.asp.) Submit by HOUR P.M. Eastern Standard Time on *Month Day, Year.*

Possible Newspaper Sources Include:
- New Journal and Guide
- Virginian Pilot (optional)
- Daily Press (optional)
- Richmond Times Dispatch (optional)
- Smithfield Times (optional)
- Suffolk News Herald (optional)
- Tidewater News (optional)

REQUEST FOR PROPOSAL (RFP) TEMPLATE

Cover Page

Appropriate LOGO
Title of Project
RFP NO. _ *(Dept)-RFP-FYXX-XX* (for example: EM-RFP-2011-01)
Publication Date

Table of Contents

Section I: GENERAL INFORMATION

Purpose of Proposal

Number of pages allowed

Date Proposal submission is due

Name and Address to send submission (ALL PROPOSALS NEED TO BE SENT TO Nancy Collins, at ncollins@hrpdcva.gov or to the attention of the Procurement Officer at the PDC's mailing address)

Listing of dates, times, and places for:
Pre-proposal Conference

Date last day questions will be addressed.

Proprietary Information

"Proposers are advised that Title 2.2 Subtitle II Part B Chapter 43 (specifically Section 2.2-4342) of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Proposer. Furthermore, **proprietary information shall be submitted with the RFP package under separate cover and marked 'proprietary'**. Information not submitted under separate cover and not labeled proprietary shall be Public Information in accordance with State Statutes."

Authorized Contract Users

"Virginia Department of Emergency Management, State Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards, Cities, Counties, and other entities are authorized to use this contract in accordance with the Code of Virginia."

Disadvantaged Business Enterprises and Disadvantaged Minority Business Enterprises

The recipient in accordance with *Title VI of the Civil Rights Act of 1964, 78 stat. 252 US C 2000d-2004d-4* and *Title 49 CFR Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation,* issued pursuant to this advertisement, minority business enterprises will be afforded full 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.

It is the policy of the HRPDC/HRTPO that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (heep://www.dmbe.state.va.us/) under the DBE Directory of Certified Vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential sub-consultants. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited. HRPDC/HRTPO believe that these services support 4% DBE participation. If a DBE is not certified, the DBE must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE sub-consultants. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by the DBE themselves. When a DBE prime consultant or sub-consultant subcontracts work to another firm, the work counts toward DBE goals only if the other firm is itself a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of the contract with its own force.

Certification of Eligibility: A signed statement on your letterhead stating that: "The firm is not ineligible to receive award of a contract due to the firm's inclusion on any Federal ore Virginia State lists of debarred contractors, or otherwise ineligible to be awarded a contract using Federal or State funds."

Section II: INSTRUCTIONS TO PROPOSERS

Receipt of Proposals:

"Proposals will be delivered to the receptionist at the Hampton Roads Planning District Commission's / Hampton Roads Transportation Planning Organization's Regional Office Building, 723 Woodlake Drive, Chesapeake, Virginia 23320 until *HOUR* P.M. Eastern Standard Time (EST) on *DAY, MONTH & YEAR*, in accordance with the specifications attached and the other terms and conditions set forth herein." "Proposals may also be e-mailed to: ncollins@hrpdcva.gov by the same date and time established above."

Intent of Contract:

Summary of purpose of RFP.

Proposer's Responsibility:

"Proposers shall examine this RFP, shall exercise their own judgment as to the nature of the whole of the work to be done, and must assume all risk for any computations or statements made in completing the proposal."

Contract Amount: (optional) [THIS CANNOT BE USED IN AN RFP FOR PROFESSIONAL SERVICES!]

The maximum contract award amount is $*XXXXX*.

Contract Length:

The project timeline shall be *BEGINNING AND ENDING DATES*.

Subcontracts:

"The proposer is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be approved by the HRPDC/HRTPO."

Interpretations and Requests for Substitution:

Any proposer in doubt as to the true meaning of any part of this request for proposal may submit a written request to the HRPDC/HRTPO for an interpretation. The proposer submitting a request will be responsible for its prompt and actual delivery. Any interpretation or approval will be made by addendum duly issued. A copy of such addendum will be delivered to each proposer receiving a copy of the request for proposal. HRPDC/HRTPO will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make. Only questions answered by formal written addenda will be binding; oral and other interpretations or clarifications will be without legal effect.

Proposers must submit every request for interpretation or clarification regarding the services to be provided in writing; by email to _____or by facsimile transmission to (757) 523-4881, to the attention of _____. To be given consideration, such requests must be received AT LEAST 24 HOURS PRIOR to the date fixed for the pre-proposal conference. Any and all such interpretations, clarifications, and any supplemental instructions will be issued in the form of written addenda prior to the date fixed for receiving proposals. Failure to receive such addenda shall not relieve proposers from any obligation under this proposal as submitted.

When inquiring, replying or forwarding, please list the RFP (i.e., EM-RFP-2011-01) number in the subject line. This is used to direct the email or fax to the appropriate person so the HRPDC/HRTPO may provide prompt service to your request when staff are away from their desk.

Irregular Proposals

Proposals shall be considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:

If there are unauthorized additions or conditional proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

If the proposer adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.

If the proposer fails to meet the proposal specifications or is unresponsive to proposal specifications, questions, and/or terms.

If the proposal fails to include an authorized proposer representative's signature on company letterhead.

Withdrawal or Revision of Proposals

A proposer may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the time set for receiving proposals. Telephonic communications for withdrawal shall not be accepted.

Any proposer may modify his/her proposal by facsimile communication at any time, provided such communication is received by HRPDC/HRTPO prior to the due date of proposals. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification. If written confirmation is not received within two days after the fax, no consideration will be given to the facsimile modification.

Insurance

Prior to starting work, proposers will furnish the HRPDC/HRTPO a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

Comprehensive General Liability: $1,000,000 per occurrence.

Workmen's Compensation: As required by Federal and State Worker's Compensation and occupational statutes.

Professional Liability: $1,000,000 per claim.

The Certificate of Insurance will provide for thirty days (30) written notice to the HRPDC/HRTPO by the Insurance Company prior to cancellation or material change in policy coverage.

Proposal Evaluation

The proposal will be evaluated using the following criteria:

Responsiveness to Scope of Work and Proposal Requirements.

Professional competence of the firm, including qualifications and competence of key personnel and joint venture or association participants related to the specific areas for which the firm is proposing.
Experience on projects involving multiple local jurisdictions and agencies.
Experience with similar projects and submission of previous work samples.
Record of the firm in accomplishing work on other projects with respect to such factors as the quality and adequacy of the work, resource allocation, ability to meet schedules, innovative approaches and cost control.
Accessibility of the firm and the ability of key personnel to visit the project area.
Knowledge of the Hampton Roads area.
Ownership of firm by minority or participation of minority personnel, or subcontractors on the project.

After the panel's initial evaluation of the proposals, the panel may, if necessary, hold interviews with the top ranked proposers. Proposers selected for an interview will be contacted by (*date)*. Each interview will be no more than 60-minutes, with the consultant's presentation limited to not more than 20-minutes. Any area of specific concern will be identified before the interview. The HRPDC/HRTPO reserves the right to select a consultant based solely on written proposals and not convene oral interviews. If interviews are required, they will be held before (date).

HRPDC/HRTPO reserves the right to reject any and all proposals and waive any and all informalities and the right to disregard all nonconforming or conditional proposals or counter proposals. HRPDC/HRTPO reserves the right to reject any proposal if investigation of such proposer fails to satisfy HRPDC/HRTPO that such proposer is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents.

Any and all proposals will be rejected if there is reason to believe that collusion exists among the proposers. The signature on the face of the proposal certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person also submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law and can result in fines, prison sentences, and civil damage awards. Proposer's signatory agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign the proposal for the proposer.

Section III: SCOPE OF WORK

Detailed explanation of Background, Objectives, Primary Scope of Work, including expected deliverable(s), timeframe of activities and deliverables, and Reporting Requirements.

Section IV: REQUIRED SUBMITTALS

Proposal Format

Transmittal Letter

Title Page

Overview and Summary
Detailed Work Plan
Qualification, Experience and References
- Resumes
- Office Location
- Sample Documentation
- References
- Licenses Requirements
- Financial Stability
- Any Additional Requirements

Affirmative Action and DBE Participation
- This section is Company specific, not specific to individual employees within the company.
- "Consultant shall present documentation to describe its compliance with the Federal and State nondiscrimination laws and regulations and its Disadvantaged Business Enterprise (DBE) activities and proposed DBE commitment for this project."
- "A description of 1) consultant's activities undertaken to comply with the provisions of the RFP concerning DBE participation, and 2) consultant's proposed DBE Commitments."

Basis for Selection
Statement of Compliance
- "Please note any deviation in compliance with the RFP, as requested by HRPDC/HRTPO."