

*REQUEST FOR PROPOSAL*



Hampton Roads Regional Connectors' Study

TPO-RFP-2018-01

December 14, 2017

## REQUEST FOR PROPOSALS (RFP)

Hampton Roads Transportation Planning Organization

ISSUE DATE: December 14, 2017

RFP No: TPO-RFP-2018-01

TITLE: Hampton Roads Regional Connectors' Study

ELEMENT No: 492918

ISSUED BY: Hampton Roads Transportation Planning Organization, Procurement Officer, 723 Woodlake Drive, Chesapeake, VA 23320

PURPOSE: According to the May 1, 2017 Memorandum of Understanding (MOU) between Hampton Roads Transportation Accountability Commission (HRTAC), Hampton Roads Transportation Planning Organization (HRTPO), and Virginia Department of Transportation (VDOT), the purpose of this study is to evaluate the "feasibility, permit-ability, and transportation benefits" of the following segments not included in the Commonwealth Transportation Board's (CTB) approved HRCS SEIS Preferred Alternative (Alternative A):

- VA 164
- I-564 Connector
- VA 164 Connector
- I-664 Connector
- I-664 (from I-64 in Hampton to US 460/58/13 in Chesapeake, not including Bowers Hill)

Other segments furthering the study's specific goals and objectives (to be established under Phase I), may be added to the above five segments for evaluation in this study.

This study should establish a regional long-term vision that investigates 21st century transportation options that connect the Peninsula and the Southside across the Hampton Roads Harbor that enhance economic vitality and improve the quality of life in the region.

This analysis will use a baseline assumption that—at a minimum—the following projects will be built:

- I-64 Peninsula (Segments I, II, III; from Bland Blvd. to VA 199 at Lightfoot)
- I-64 Southside / High-Rise Bridge (Phase I)
- I-64 Widening including Hampton Roads Bridge Tunnel (from I-664 in Hampton to I-564 in Norfolk)
- I-64/I-264 Interchange (Phases I and II)
- I-64 Express (HOT) Lanes (Segments I, II, III)

Projects emerging from this study will be considered by the HRTPO Board for its 2045 Long-Range Transportation Plan (LRTP), including the Vision Plan portion of that document.

Other segments furthering the study's specific goals and objectives (to be established under Phase I), may be added to the above five segments for evaluation in this study.

PERIOD OF CONTRACT: The original period of this contract will be for up to three years, beginning June 1, 2018. The negotiated contract price shall be firm.

COMPETITIVE PROFESSIONAL SERVICE PROPOSALS WILL BE RECEIVED UNTIL: 2:00 PM on Tuesday, February 20, 2018 for furnishing the services described herein under Scope of Work in Attachment 2.

All Inquiries for Information should be directed to: Danetta M. Jankosky, Procurement Officer, Phone: 757 420-8300, Fax: 757 523-4881, Email: [djankosky@hrpdcva.gov](mailto:djankosky@hrpdcva.gov) or to the address noted below. All questions must be submitted **in writing** to Ms. Jankosky **on the date and time noted in Section IV below**. If necessary, an addendum will be posted on the following website at: [www.hrtpo.org](http://www.hrtpo.org).

**It shall be the responsibility of the prospective Offeror to monitor the website, or request a copy to be sent to them, for published addenda and to have all addenda signed by an authorized representative of the company. All fully executed addenda must be returned to the Organization along with the signed proposal. (Form 3)**

**DELIVER PROPOSALS BY MAIL OR HAND-DELIVERY TO:**

**Receptionist, Front Lobby  
c/o Procurement Officer  
Regional Building  
723 Woodlake Drive  
Chesapeake, VA 23320**

**NOTE: PLEASE REFERENCE "SECTION VII: SPECIFIC PROPOSAL INSTRUCTIONS" AS TO SEQUENCE OF SUBMITTAL DATA IN YOUR PROPOSAL.**

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**I:**

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This analysis will use a baseline assumption that—at a minimum—the following projects will be built:

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- I-64/I-264 Interchange (Phases I and II)
- I-64 Express (HOT) Lanes (Segments I, II, III)

Projects emerging from this study will be considered by the HRTPO Board for its 2045 Long-Range Transportation Plan (LRTP), including the Vision Plan portion of that document.

## II. **BACKGROUND:**

In 2015, the Virginia Department of Transportation (VDOT), in coordination with the Federal Highway Administration (FHWA), initiated the preparation of a Supplemental Environmental Impact Statement (SEIS) for the March 2001 Hampton Roads Crossing Study (HRCS) Final Environmental Impact Statement (FEIS).

On July 25, 2016, the FHWA and Commonwealth Transportation Board (CTB) approved the Hampton Roads Crossing Study Draft Supplemental Impact Statement (HRCS SEIS). At its September 2016 meeting, the Hampton Roads Transportation Planning Organization (HRTPO), unanimously approved the HRCS SEIS Alternative A, “modified” to include the Bowers Hill Interchange, as the region’s Preferred Alternative. On October 20, 2016, the Hampton Roads Transportation Accountability Commission (HRTAC) also unanimously supported the HRTPO’s selection of Alternative A-modified, and allocated up to \$7 million of HRTF for further study of the HRCS SEIS components not included in the selected Alternative A.

On December 7, 2016, the Commonwealth Transportation Board (CTB) approved Alternative A and instructed VDOT to continue to work with HRTPO, HRTAC, USACE, Navy, the Port of Virginia, and other parties to advance separate studies to identify appropriate access options around Craney Island to include I-564/I-664 Connectors, I-664/MMMBT and 164/164 Connector. The resolution also directed

VDOT to continue to work with HRTPO, HRTAC, USACE, and other parties to advance a separate study of the Bowers Hill Interchange in Chesapeake.

In January 2017, the HRTPO Board directed staff to work with VDOT, HRTAC, and other partners to develop a Memorandum of Understanding (MOU) for supporting studies on how to move forward with the remaining segments of the SEIS and the Bowers Hill Interchange. The May 1, 2017 Memorandum of Understanding was signed between the HRTPO, VDOT, and HRTAC to advance two separate components:

- \$4 million for study of Bowers Hill Interchange following the NEPA process, to be managed by VDOT.
- \$3 million for Additional Feasibility Studies of the remaining components of the HRCS SEIS not included in the approved Alternative A, to be managed by the HRTPO. In March 2017, HRTAC approved a contingency of \$4 million to be available if additional funding is required for the completion of the HRTPO Feasibility Studies.

For further reference, see the following: • March 2001 HRCS FEIS  
[www.virginiadot.org/projects/resources/studyhro-crossing-feis.pdf](http://www.virginiadot.org/projects/resources/studyhro-crossing-feis.pdf)

- Dec. 2008 HRBT Expansion Feasibility Study  
[http://virginiadot.org/news/resources/Hampton\\_Roads/HRB\\_Expansion\\_Feasibility\\_Final\\_Report.pdf](http://virginiadot.org/news/resources/Hampton_Roads/HRB_Expansion_Feasibility_Final_Report.pdf)
- Apr. 2017 HRCS SEIS [http://hamptonroadscrossingstudy.org/learn\\_more/hrcs\\_draft\\_seis.asp](http://hamptonroadscrossingstudy.org/learn_more/hrcs_draft_seis.asp)

**III. SCOPE OF WORK:**

Description of detailed Scope of Work is located in Attachment 2.

**IV. SCHEDULE OF EVENTS:**

The Organization shall make every effort to adhere to the following schedule leading to the award of a contract; however, *this schedule is subject to change*. Known Offerors may be notified of significant schedule changes. Please monitor website for updated information.

<b><u>Action</u></b>	<b><u>Responsibility</u></b>	<b><u>Date</u></b>
Issue RFP/Intent to Procure	Procurement/Staff	12/14/2017
Submission of Questions*	Potential Offerors	2:00 PM on 01/03/2018
Pre-Proposal Conference**	Procurement/Staff	10:00 AM on 01/05/2018
Addenda/Questions Published	Procurement/Staff	01/17/2018
Submission of Proposal	Offerors	2:00 PM on 02/20/2018
Selection Shortlist	Evaluation Committee	03/19/2018
Oral Presentations	Offerors	04/03/2018
Contract Negotiations	Procurement/Staff	04/09/2018
Issue Intent to Award	Procurement/Staff	05/17/2018
Award Contract	Procurement/Staff	05/29/2018

\*Questions will also be accepted during the Pre-Proposal Conference.

\*\*There WILL be a Pre-Proposal Conference and this conference will be MANDATORY.

The Pre-Proposal Conference will be held at 10:00AM in the Regional Building, 723 Woodlake Drive, Chesapeake, VA on the date shown above.

**V. CONFLICTS AND QUESTIONS:**

Should there be conflicts between the proposal documents and the final contract the final contract shall take precedence.

Interpretations and Requests for Substitution: Any Offeror in doubt as to the true meaning of any part of this request for proposal may submit a written request to the Procurement Department for an interpretation. The Offeror 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 posted on the appropriate website listed above. The Organization 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.

Offerors must submit every request for interpretation or clarification regarding the services to be provided in writing: by email to [djankosky@hrpdcva.gov](mailto:djankosky@hrpdcva.gov), or by facsimile transmission to (757) 523-4881, to the attention of Danetta Jankosky, Procurement. To be given consideration, such questions/requests must be received on the date and time noted in Section IV. Any and all such interpretations, clarifications, and any supplemental instructions will be issued in the form of written addenda, posted on the designated website, prior to the date fixed for receiving proposals. Failure to receive such addenda shall not relieve Offerors from any obligation under this proposal as submitted.

When inquiring, replying or forwarding, please list the RFP number in the subject line. This is used to direct the email or fax to the appropriate person so the Organization may provide prompt service to your request when staff is not available.

Questions regarding this Request for Proposals should be directed, in writing, to Danetta M. Jankosky, Procurement, to the address above, or email: [djankosky@hrpdcva.gov](mailto:djankosky@hrpdcva.gov).

**VI. PROPOSAL PREPARATION AND INSTRUCTIONS:**

In order to be considered for selection, Offerors must submit a complete response to this solicitation. **One (1) hard copy original** (marked ORIGINAL), **eight (8) hard copies**, and **one electronic copy** of the proposal in PDF-format must be submitted to the Procurement Department by the deadline specified in Section IV. No other distribution of the proposal shall be made by the Offeror.

- A. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in staff requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or such that they cannot be waived and are not subject to negotiation.
- B. Offerors shall examine the 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.
- C. Proposals should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be placed on

completeness and clarity of content. Elaborate brochures and excessive promotion materials are not required or desired.

- D. Proposals should be organized in the order in which the requirements are presented in Section VII of the RFP. All pages of the proposal should be numbered. Each paragraph should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-number should be cross repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within an area of the requirement of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- E. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in this single volume, with the exception of proprietary information (see Form 9).

**VII. SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be submitted as one (1) bound volume and be as thorough and detailed as possible so that the Organization may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following as a complete proposal: **(Please submit in order indicated below):**

- A. All Required Forms (located in Appendix B of RFP). All forms shall be signed and/or completed as required.
- B. The offeror shall provide a concise description of its work experiences as they relate to the Scope of Work outlined herein including, but not be limited to:
  - 1. A brief history of the firm, including the number of years in business, the size of the firm, and the location of the office from which the work is to be done.
  - 2. Provide statement of financial stability. Submit a copy of most recent annual audited financial statement if this is a public document.
  - 3. Provide documentation showing a minimum of five (5) years' demonstrated experience, preferably with public sector/government organizations, and any other specialized services.
  - 4. Provide a brief description of your organization structure.
  - 5. Describe Affirmative Action and DBE Participation: Offeror shall present documentation to describe its compliance with the Federal and State nondiscrimination laws and regulations and its Small/Woman and Minority (SWaM) owned and Disadvantaged Business Enterprise (DBE) activities.



6. Describe staff and other resources which will be assigned to this contract. Include resumes of those individuals to include years of experience with similar successful contracts comparable to the requirements contained in the solicitation, and years with the offeror.
7. Exceptions to RFP. Please provide any exceptions to the terms of this RFP that you feel are necessary in order to fulfill this solicitation.

**VIII. DISCLOSURE OF PROPOSAL CONTENTS:**

Offerors should be aware that the terms of the contract awarded pursuant to the RFP are public information. During the RFP submission and evaluation process, all proposals will be held in confidence and will not be revealed to or discussed with competitors, unless disclosure is required to be made by law or by court ruling. The Organization may use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this provision.

**IX. SUBMITTAL PROCESS AND INFORMATION:**

**One (1) original (specifically marked "Original"), eight (8) hard copies, and one (1) electronic copy** in PDF-format of the proposal shall be submitted. Facsimile copies will not be accepted. The Organization will accept proposals until 2:00 PM on Tuesday, February 20, 2018 delivered to:

Receptionist, Front Lobby  
c/o Procurement Officer  
Regional Building  
723 Woodlake Drive  
Chesapeake, VA 23320

Offerors that submit a response to this RFP may be required to make an oral presentation of their proposal with participation by key personnel. The Organization reserves the right to request clarification of information submitted. Failure to provide this additional information within a reasonable time period, as specified by the Organization, shall be reason for the Offeror's proposal to be considered non-responsive. These oral presentations usually take the form of a presentation by the Offeror, then a period of Q&A by the evaluation committee.

The Organization shall not be responsible for any expense incurred by the offeror in preparing and submitting a proposal, for answering any subsequent inquiries, interviews for evaluation or contract negotiations. All submissions are final, and may not be withdrawn.

The Organization will only provide information (or access to same) which is readily available and does not propose to prepare any further special reports. The Organization reserves the right to charge its normal fees for materials copied.

The right is reserved, as the interests of the Organization may require, to revise and/or amend the specifications prior to the date set for acceptance of proposals; the acceptance date may be postponed if deemed necessary. Such revisions and amendments, if any, will be announced by an addendum to this solicitation on the website.

Late Proposals: To be considered for selection, proposals must be received in the Regional Building by the designated date and time (see Section IV). Proposals received after the date and time designated will be disqualified and will not be considered. The Organization is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the Organization by the designated date and time. Receipt of the proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next business day.

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

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

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

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

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

Withdrawal or Revision of Proposals: An Offeror may, without prejudice, **withdraw a proposal 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 Offeror may modify their proposal by facsimile communication at any time, provided such communication is received by the Organization 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.

**Trade secrets or proprietary information** must be submitted in a separate package by an Offeror in response to this Request for Proposal and shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; **however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (§2.2-4342F of the Code of Virginia).** **Please reference Form 9 when replying to this section.**

**X. SELECTION CRITERIA:**

An Evaluation Committee, composed of representatives of the Organization and any committees involved, will evaluate each proposal received and submit a recommendation to the Procurement Officer. The Evaluation Committee will evaluate each proposal pursuant to its standard procurement procedures consistent with the procurement of services through competitive negotiation. Selection will

be made on the basis of the following factors and the results of any Oral Presentations. All factors will be scored based solely on the Committee’s evaluation.

- A. Evaluation of Proposals: The following criteria will be used to select the top proposal(s). If only one stands out, staff will begin negotiations with that Offeror. Should more than one stand out, the top two or three firms will be contacted for oral presentations. The result of those presentations will then determine the final rankings, and the top ranked firm will be contacted and negotiations will begin. Should those negotiations fail, the second highest ranked firm will be contacted for negotiations to begin, and so forth until negotiations have been finalized.

<u>Factors</u>	<u>Point Value</u>
Transportation Planning & Engineering Qualifications and Experience	30%
Capabilities, Skills and Resources	35%
Experience involving multiple local jurisdictions/agencies	15%
Accessibility of firm and key personnel	10%
*DBE/SWaM Participation	<u>10%</u>
Total	100%

\*To ensure the full participation of DBE’s in all phases of the HRPDC/HRTPO procurement activities, all Consultants at time of proposal submission shall complete and submit a DBE Participation Form-400. If a DBE Participation Form-400 is not submitted with proposal, it shall be determined that the Consultant was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee.

(5%) Proposal complies with contract DBE participation goal of **10%** or will conduct good faith efforts to do so.

(5%) Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term, including firm’s past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.

- B. After the Evaluation Committee’s initial evaluation of the proposals, the Committee and the Regional Connector Study-Technical Working Group, will hold interviews with the top ranked Offerors. Offerors selected for an interview will be contacted at least three days before the Oral Presentation date noted in Section IV. Each Offeror’s presentation shall be limited to not more than 20 minutes. Any area of specific concern will be identified before the interview. The Organization reserves the right to select a proposal based both on written proposals and the oral interviews. Interviews will be held on the date noted in Section IV.

**XI. AWARD OF CONTRACT:**

- A. Selection shall be made of one or more reasonable and responsive Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if so stated in the request for proposal. The evaluation criteria and oral presentations could both factor into this selection. Negotiations shall then be conducted with the

highest ranked Offeror first, and proceed until finalized. In the case of non-professional services or goods, price shall be considered, but may not be the sole determining factor. After evaluations have been conducted, the Committee shall select the Offeror, which, in their opinion, has made the best proposal and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the request for proposal, awards may be made to more than one Offeror. Should the Committee determine, in writing, that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- B. The Organization reserves the right to reject any and all proposals and waive any and all informalities and the right to disregard all non-conforming or conditional proposals or counter proposals. The Organization reserves the right to reject any proposals if investigation of such offerors fails to satisfy the Organization that such offeror is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents.
- C. The Organization may cancel this Request for Proposals at any time prior to an award, and is not required to furnish a reason why a particular proposal was not deemed the most advantageous.
- D. The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the contract shall prevail. Please identify any "Exceptions to RFP." In the case of any conflict between the proposal and any other contract documents, the contract shall take precedence.
- E. Any and all proposals will be rejected if there is reason to believe that collusion exists among the Offerors. 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. Offeror's signatory agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign the proposal.

**APPENDIX A  
SECTION I**

**REQUIRED GENERAL TERMS AND CONDITIONS**

- A. VENDORS' MANUAL
- B. APPLICABLE LAWS AND COURTS
- C. ANTI-DISCRIMINATION
- D. ETHICS IN PUBLIC CONTRACTING
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- F. DEBARMENT STATUS
- G. ANTITRUST
- H. MANDATORY USE OF ORGANIZATION FORMS AND TERMS AND CONDITIONS
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. CHANGES TO THE CONTRACT
- P. DEFAULT
- Q. TAXES
- R. USE OF BRAND NAMES
- S. INSURANCE
- T. ANNOUNCEMENT OF AWARD
- U. DRUG-FREE WORKPLACE
- V. NONDISCRIMINATION OF CONTRACTORS
- W. AVAILABILITY OF FUNDS
- X. TERMINATION OF CONTRACT
- Y. LITIGATIONS WITH THE ORGANIZATION
- Z. PRIOR DEFAULTED CONTRACTS
- AA. CRIMINAL CONVICTIONS
- BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

- A. **VENDORS' MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors' Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors' Manual*. A copy of the manual is accessible on the Internet at: <http://eva.state.va.us/> under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in an appropriate state court of jurisdiction in the City of Chesapeake, Virginia. The offeror shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Organization that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursement made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E)

In every contract over \$10,000.00, the provisions in 1. and 2. below apply:

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

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not, and will not during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Organization all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Organization under said contract.
- H. **MANDATORY USE OF ORGANIZATION FORMS AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Organization reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror must contact, in writing, the Procurement Department by the date stated for questions. Any revisions to the solicitation will be made only by addendum issued by the Procurement D.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Contract Number and/or purchase order number; social security number (for individual contractors) 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 contractor at the contract price.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of bank transfer.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Organization shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, SS 2.2-4363*).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Organization for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the department and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Organization, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Organization.

K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall take precedence.

L. **QUALIFICATIONS OF OFFERORS:** The Organization may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Organization all such information and data for this purpose as may be requested. The Organization reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities.

The Organization further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Organization that such Offeror is properly qualified to



carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Organization reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the advance written consent of the Organization.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- a. The parties may agree, in writing, to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - b. The Procurement Department may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give the Procurement Department a credit of any savings. Said compensation shall be determined by one of the following methods:
    1. By mutual agreement between the parties in writing; or
    2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Procurement Department's right to audit the Contractor's records and/or to determine that correct number of units independently; or
    3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Procurement Officer with all vouchers and records of expenses incurred and savings realized. The Procurement Department shall have the right to audit the records of the Contractor as deemed necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Department within thirty (30) days from the date of receipt of the written order from the Procurement Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving dispute provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors' Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Procurement Department or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Organization, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies with the Organization may have.
- Q. **TAXES:** Sales to the Organization are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Organization's tax exemption registration number is: 54-1545555.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer names, but conveys the general style, type, character, and quality of the article desired. Any article which the Organization, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature catalog cuts and technical detail to enable the Organization to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.  
***(N/A FOR SERVICE CONTRACTS)***
- S. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Coverages afforded under the required policies listed below shall not be canceled by the Contractor or allowed to lapse or expire. However, in the event that any insurance coverage required under this Agreement is canceled by the insurance company or lapses due to no fault of the Contractor, Contractor shall (i) provide the Organization with not less than thirty (30) calendar days prior written notice that said insurance policy has lapsed or has been canceled due to no fault of Contractor and (ii) restore said insurance policy with the same insurance company or obtain a replacement insurance policy that satisfied the insurance obligations required in this Agreement within thirty (30) calendar days from the date of any notice to Contractor that its insurance policy has been canceled or has lapsed.

**The Organization must be named as an additional insured on the insurance certificate reflecting Commercial General Liability and other insurance coverages.**

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Workers' Compensation – Statutory requirements and benefits.
- b. Employer's Liability - \$1,000,000.
- c. Commercial General Liability: A minimum of \$1,000,000. Combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage *(to extend for 2 years past the work completion date)*.
- d. Automobile Liability - \$1,000,000 – Combined single limit. *(Only used if motor vehicle is to be used in the contract.)*
- e. Professional Liability Insurance: The Consultant shall maintain during the life of this contract such Professional Liability Insurance, *including Bodily Injury and Property Damage if excluded in Commercial General Liability coverage required above*, as to protect the Consultant, the Consultant staff, or by any subcontractor or anyone directly or indirectly employed by either of them against claims for damages, including protection of the Organization. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:
  - a. \$1,000,000 each incident
  - b. \$2,000,000 aggregate

NOTE: If a Contractor for professional services states there is property damage and bodily injury coverage equivalent to above within the Professional Liability policy that shall be specifically stated on the Insurance Certificate form.

- T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$25,000, as a result of this solicitation, the Procurement Department will publically post such notice on the Organization's website ([www.hrtpo.org](http://www.hrtpo.org)) for a minimum of 10 days.

**DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- U. **NONDISCRIMINATION OF CONTRACTORS:** An Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided

pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the Organization shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Organization shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **TERMINATION OF CONTRACT:** The Organization may terminate the contract for cause or for convenience after giving thirty (30) days' notice in writing to the Contractor. The written notice shall state whether the termination is for convenience or cause.

**Termination for Cause:** If the Contractor should breach the contract or fail to perform the services required by the contract, the Organization may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract by delivering a written cure notice to the Contractor. If the Contractor shall fail to remedy the breach within the time allotted by the Organization, the contract may be terminated by the Organization at any time thereafter upon written notice to the Contractor or, in the alternative, the Organization may give such extension of time to remedy the breach as the Organization determines to be in its best interest. The Organization's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Organization's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the Organization for the costs and expenses incurred in securing a replacement contractor to fulfill the obligations of the contract. In the event a Cure Notice is required, the Organization will use the address provided to the Organization in bids or proposals. It shall be the Contractor's responsibility to notify the Organization in writing within 10 days of knowing a change of address. The written notice shall include the Organization's contract number and the effective date of the address change.

In the event the Contractor breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the Organization reserves the right, in its sole discretion, to terminate for cause any other open contract the Contractor has with the Organization.

**Termination for Convenience:** The contract may be terminated by the Organization in whole or in part for the convenience of the Organization without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time as to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the Organization, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the Organization for

delivery to the Organization of all products of the services for which the Contractor has or will receive compensation.

**Delivery of Materials:** Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the Organization all products or services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Organization within thirty (30) days of the Notice of Termination of the Contract. Failure to do so may result in action for “breach of contract” or “failure to perform.”

**Compensation Due the Contractor:** Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the Organization. Said fees which have been earned shall be billed to the Organization in accordance with the normal billing process, but in no case later the sixty (60) days after the last work is performed. Any termination by the Organization for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the Organization.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than sixty (60) days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the granting agency.

- X. **LITIGATION WITH THE ORGANIZATION:** The Organization, in its sole discretion, may choose not to make an award to an Offeror who is in litigation with the Organization at the time of proposal evaluation. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the Offeror is in litigation with the Organization at the time of the proposal evaluation.
- Y. **PRIOR DEFAULTED CONTRACTS:** The Organization, in its sole discretion, may choose not to make an award to an Offeror who has previously defaulted on a contract with the Organization. This provision also applies any parent company, principal, officer, or wholly owned subsidiary of the Offeror has previously defaulted on a contract with the Organization.
- Z. **CRIMINAL CONVICTIONS:** The Organization, in its sole discretion, may choose not to make an award to an Offeror if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of any felony or of a misdemeanor involving moral turpitude in the past ten (10) years.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **SPECIAL TERMS AND CONDITIONS**

**ADVERTISING:** In the event a contract is awarded for services resulting from this proposal, no indication of such contract or the provision of services to the Organization will be used in the contractor's literature or advertising. The contractor shall not state in any of its advertising or product literature that the Organization or any department or agency of the Organization has purchased or uses its services.

**AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Organization, whichever is sooner. The Organization auditors shall have full access to the right to examine any of said materials during said period.

**CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients shall be collected and held confidential, during and following the term of this agreement, and shall not be divulged without the individual's and the Organization's written consent and only in accordance with federal and state Code. Contractors 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 Organization of any breach or suspected breach in the security of such information. Contractors shall allow the Organization to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

### **CONTINUITY OF SERVICES:**

- a. The contractor recognizes that the services under this contract are vital to the Organization and must be continued without interruption and that, upon contract expiration, a successor, either the Organization or another contractor, may continue them. The contractor agrees:
  1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
  2. To make all Organization owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor.
  3. That the Procurement Department shall have final authority to resolve disputes related to the transition of the contract from the contractor to its successor.
- b. The contractor shall, upon written notice from the Procurement Department, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Department's approval.
- c. The contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro-rate portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Procurement Department in writing prior to commencement of said work.

**INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Organization, its officers, agents, and employees for any and all damages arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the contractor in performance of the contract.

**PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia* §2.2-4311.2(b), an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is **required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC)**. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. **(Form 8)**

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **I - DBE PROGRAM COMPLIANCE**

The requirements of HRPDC/HRTPO Disadvantaged Business Enterprise (“DBE”) Program apply to this Agreement. It is the policy of HRPDC/HRTPO to practice nondiscrimination based on social and economic disadvantage, race, color, gender, disability and national origin in the award and performance of contracts.

In consideration of this policy and pursuant to Title 49, Part 26., Code of Federal Regulations, HRPDC/HRTPO has enacted the DBE Program for all of its contracts.

Consultant agree to use its best efforts to fully and completely carry out the applicable requirements of HRPDC/HRTPO’s DBE Program in the award and administration of this Agreement, including without limitation, all reporting requirements and established DBE participation percentage. The Consultant’s failure to carry out these requirements, as determined in good faith by HRPDC/HRTPO’s Office of Business Diversity & Engagement (“OBDE”), shall be deemed a material breach of this Agreement. This material breach may result in the termination of this Agreement and/or the pursuit of any other remedies available to HRPDC/HRTPO under any applicable law, ordinance, or rule, including, but not limited to those set forth in the DBE Program.

### **II - DBE CONTRACT GOAL**

HRPDC/HRTPO has established a 10% DBE Participation Goal for this contract, as listed in the Executive Summary section of the RFP. Participation shall be counted toward meeting the contract goal based on the following:

1. Only business entities certified as DBEs are counted toward the contract DBE participation goal.
2. The Consultant may count only the total dollar value of the subcontract awarded to certified DBE subcontractor/supplier(s) toward the contract goal.
3. A Consultant can count 100 % of the DBE’s participation provided that the DBE has committed to performing at least 51% of the work with its own forces.
4. Consultant may count 100 % of DBE Manufacturer Supplier’s participation and 60% of DBE Non-Manufacturer supplier’s participation toward its contract goal.
5. When the Consultant is in a joint venture with one or more DBE business entities, the OBDE, after reviewing the joint venture agreement, shall determine the percent of participation that will be counted toward the contract goal.
6. Consultant may count toward its contract goal only those DBE subcontractors/suppliers performing a Commercially Useful Function.

“DBE Commercially Useful Function means” a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the DBE firm by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the DBE firm is responsible. In determining whether a certified firm is performing a commercially useful function, factors including, but not limited to, the following shall be considered:

- a. Whether the business entity has the skill and expertise to perform the work for which it is being utilized and possesses all necessary licenses;



- b. Whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized;
- c. Whether the DBE subcontractor is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract.
- d. Whether the DBE subcontractor performed at least thirty percent (30%) of the cost of the subcontract (including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own forces.

### **III - DBE DIRECTORY**

Only DBEs who are currently certified and listed on the Virginia Department of Small Business and Supplier Diversity's (SBSD) web-based DBE Directory, may be used to meet the contract participation goal. Subcontracts award to SWaM Certified vendors, cannot be substituted for DBE certified firms, unless the firm is also DBE certified. The directory is available at (<http://www.sbsd.virginia.gov/>) under the DBE Vendor Directory of Virginia Unified Certification Program.

### **IV - GOOD FAITH EFFORT POLICY**

HRPDC/HRTPO shall reject any bid and shall not award, enter into or amend any contract that is not supported by documentation establishing that the Bidder/Proposer has met the applicable contract DBE participation Goal or made Good Faith Efforts to the applicable contract DBE participation goal.

Good Faith Efforts are steps taken to achieve a contract DBE participation goal or other requirements which, by their scope, intensity and usefulness demonstrate the Bidder's or Proposer's responsiveness to fulfilling HRPDC/HRTPO's DBE Program goals prior to the award of a contract, as well as the Consultant's responsibility to put forth measures to meet or exceed the contract DBE participation goal throughout the duration of the contract.

The Office of Business Diversity & Engagement (OBDE) shall be responsible for determining whether a Consultant has made their best efforts to achieve the DBE Program contracting objectives. In making this determination, the (OBDE) shall consider the following factors:

- A. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:**
  - i. Consultant listed all selected scopes or portions of work to be performed by DBEs in order to increase the likelihood of meeting the contract goal for the project
  - ii. Consultant listed the estimated value of each scope or portions of work identified.
- B. NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:**
  - i. Consultant contacted the OBDE to request submission of subcontracting opportunities on the DBE Opportunities page.
  - ii. Consultant included a copy of each announcement or notification.
- C. INITIAL SOLICITATION & FOLLOW-UP:**
  - i. Consultant listed all certified DBE firms that received written notification of work items to be subcontracted and documented the certified firm's response.
  - ii. Consultant included copies of the written notice(s) sent to certified firms.

**D. NEGOTIATE IN GOOD FAITH:**

- i. Consultant provided an explanation for any rejected DBE bid or price quotation.
- ii. Consultant included a copy of the written rejection notice including the reason for rejection to the rejected DBE firm.

If the most qualified Consultant has not met the DBE participation Goal, after scoring, selection approval and final negotiations, the firm must apply for a **GFE Modification or Waiver**. The firm will be deemed ineligible for award of the contract unless the firm either meets the goal or receives an approved GFE Modification or Waiver from HRPDC/HRTPO's OBDE. However, if the Consultant fails to submit documented Good Faith Efforts as outlined, the proposal shall be considered non-responsive.

The OBDE may take into account the performance of other Consultants in meeting the contract DBE participation goal and may, if deemed advisable, request further information, explanation or justification from any Consultant. A Consultant's prior history utilizing DBEs will also be taken in consideration when determining Good Faith Efforts.

Good Faith Efforts shall be monitored throughout the life of the contract and evaluated on a case-by-case basis in making a determination whether a Bidder or Proposer is in compliance with the Good Faith Effort policy.

**V - REQUIRED DBE FORMS for RFPs/RFQs**

**B. Request for Proposals ("RFP") / Request for Qualifications ("RFQs"):**

To ensure the full participation of DBE's in all phases of the HRPDC/HRTPO procurement and contracting opportunities, all Consultants at time of proposal submission shall complete and submit a **DBE Participation Form-400**.

1. **DBE Participation Form-400: (Attachment "1C"):** A completed DBE Participation Form-400 shall be considered a methodology on how the Consultant plans to meet the contract DBE participation goal if awarded the contract.
  - a. If a DBE Participation Form-400 (Attachment "1C") is not submitted, it shall be determined that the Consultant was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee.
2. **DBE Good Faith Effort (GFE) Form-401:**
  - a. If the amount of DBE participation on the DBE Participation Form-400 is less than the Contract Goal, the selected Consultant shall complete DBE GFE Form-401. This form is used to document Good Faith Efforts when the amount of DBE participation submitted on the DBE Participation Form-400 is less than the contract DBE participation goal. The selected Consultant shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on the DBE GFE Form - 401.

The Office of Business Diversity & Engagement (OBDE) shall review the contents of all required DBE Compliance Forms and may, if deemed advisable, request further information, explanation or justification from any Bidder/Proposer/Consultant. Thereafter, the Consultant shall be bound by the established percentage, as approved by the (OBDE).

## **VI - CONSULTANT COOPERATION**

The Consultant shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Consultant’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE subcontractors/suppliers (“DBE Entities”).
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
  - a. The consultant shall provide the Office of Business Diversity & Engagement (OBDE) with copies of said contracts within thirty (30) days from the date the Agreement is fully executed between HRPDC/HRTPO and the Consultant.
  - b. The Consultant shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the Office of Business Diversity & Engagement:
  - a. Copies of written contracts with DBE Entities and purchase orders;
  - b. Documentation of payments and other transactions with DBE Entities;
  - c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Consultant does not use in accordance with the approved DBE participation submission;
  - d. Any other records required by the (OBDE).

The Consultant is required to maintain such records for three (3) years after completion or closeout of the Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. HRPDC/HRTPO is also required to capture DBE and SWaM payment information on all professional services contracts. The successful prime consultant will be required to complete The **Vendor Payment Compliance Report form- 463** for both state and federally funded projects with each invoice and within 20 days of receipt of final payment.

Failure to fulfill the DBE Participation contract goal requirement may result in HRPDC/HRTPO exercising the rights and remedies available in accordance with the provisions of the contract and may be considered a breach of contract. Actions against the prime vendor/Consultant may include debarment or removal of the firm from other contracts the consultant has with HRPDC.

- a. Reports are required even when no activity has occurred in a monthly period.
- b. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

- c. The Consultant may also be required to submit copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
- 5. Conform to the established percentage as approved by the OBDE.
  - a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
  - b. No changes to the established percentage and DBE Entities submitted on DBE Participation Form-400 shall be allowed without approval by the OBDE.
  - c. HRPDC/HRTPO will not adjust the contract for any increase in cost due to replacement of DBE Entities.

## **VII - POST-AWARD MODIFICATION**

Post-award modifications are change requests made by the Contractor/Consultant to meet the DBE participating goal after the contract has been awarded and executed, but before the project has been completed, and when an approved DBE had withdrawn its services, when the DBE has been removed for just cause, or when the scope of services has been changed by HRPDC/HRTPO.

49 Code of Federal Regulations 26.53 (49 CFR 26.53) provides that prime Contractor/Consultants may not terminate for convenience an approved DBE working on a federally-assisted contract and then perform the work of the terminated DBE. Failure to comply with regulatory or contractual requirements may result in sanctions.

The OBDE may grant a post-award modification request if:

- a. for a reason beyond the Contractor/Consultant's control, the Consultant is unable to use the certified DBE entity submitted on DBE Participation Form-400 to perform the specified work. The Consultant must notify the OBDE of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on DBE Participation Form-400 is unable to perform the specified work. In such case, the Consultant shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement;  
or
- b. the Consultant reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the HRPDC/HRTPO is unlikely to meet the established percentage or terms. In such case, the Consultant shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

## **VIII - MONITORING DBE PARTICIPATION**

To ensure compliance with DBE requirements during the term of the Agreement, the OBDE will monitor the Consultant's use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;
2. Routine audits of contract payments to all subcontractors;
3. Reviewing of records and reports; and/or
4. Interviews of selected personnel.

The OBDE may schedule inspections and on-site visits with or without prior notice to the Contractor/ Consultant or DBE Entities.

## **IX - FAILURE TO COMPLY**

If the Office of Business Diversity & Engagement determines in good faith that the Consultant failed to carry out the requirements of the DBE Program, such failure shall be deemed a material breach of this Agreement. This material breach may result in the termination of the Agreement and/or the pursuit of any other remedies available to HRPDC/HRTPO under any applicable law, ordinance, or rule, including, but not limited to those set forth in HRPDC/HRTPO's DBE Program.

**All DBE Compliance forms are maintained by the Office of Business Development & Engagement and are subject to change.**

**Please contact the OBDE at [www.dbe@hrpdc.com](mailto:www.dbe@hrpdc.com) to request a copy of all DBE referenced documents. Or Visit our website at [www.hrtpo](http://www.hrtpo.com)**

**SWAM PARTICIPATION:** accordance with the Governor's Executive Order No. 20, the Hampton Roads Planning District Commission (HRPDC) and the Hampton Roads Transportation Planning Organization (HRTPO) also requires the utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of state funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified SWaM firms is maintained on the DSBSD web site (<http://www.sbsd.virginia.gov/>) under the **SWaM Vendor Directory** link. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaM firms 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 SWaM firms as potential sub-consultants. The consultant is encouraged to contact SWaM firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a SWaM firm whereby the SWaM firm promises not to provide services to other consultants is prohibited.

If portions of the services are to be subcontracted to a DBE or SWaM, the following needs to be submitted with your proposal and both must reference the RFP for the services:

- Written documentation of the prime's commitment to the DBE or SWaM firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.
- Written confirmation from the DBE or SWaM firm that it is participating, including a

description of the services to be performed and the percent of participation.

49 CFR Part 26 requires HRPDC/HRTPO to collect certain data about firms attempting to participate in HRPDC/HRTPO contracts. This data must be provided on the enclosed Vendor Verification Form 6.

HRPDC/HRTPO is also required to capture DBE and SWaM payment information on all professional services contracts. The successful prime consultant will be required to complete The Vendor Payment Compliance Report form- 463 for both state and federally funded projects on quarterly basis.

Any DBE or SWaM firm must become certified (with the Virginia Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE or SWaM firm 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 or SWaM sub-consultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work being performed by them. When a DBE or SWaM prime consultant, subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in HRPDC/HRTPO'S DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain HRPDC/HRTPO work nor does it attest to the firm's abilities to perform any particular work.

## **APPENDIX B**

### **REQUIRED FORMS**

- Form 1: Cover Sheet
- Form 2: Signature Letter on Corporate Letterhead
- Form 3: Addenda - signed
- Form 4: Certification of Compliance with Immigration Laws and Regulations
- Form 5: Litigation Disclosure Form
- Form 6: Vendor Certification Verification Form
- Form 7: State Corporation Commission Identification Number
- Form 8: Proprietary Information
- Form 9: References
- Form 10: Lobbyist Disclosure Form

**FORM 1  
COVER SHEET**

**RFP#:** \_\_\_\_\_ **RFP TITLE:** \_\_\_\_\_

In compliance with this Request for Proposal, and to all the conditions imposed therein and hereby incorporated by reference, the Undersigned offers, and agrees to furnish goods/services requested in this solicitation.

---

***THIS SECTION TO BE COMPLETED BY OFFEROR:***

NAME AND ADDRESS OF FIRM:

_____	Date: _____
_____	By: _____
_____	(Sign in Ink)
_____	Name: _____
_____ Zip Code: _____	(Please Print)
	Title: _____
FEI/FINT No.: _____	Phone: _____ Fax: _____
Email: _____	Website: _____

**CONTACT INFORMATION *(if differs from above):***

Name: _____	Email: _____
Title: _____	Office Phone: _____
Address: _____	Mobile Phone: _____
_____	Facsimile Phone: _____



**FORM 2**  
**PROPOSAL SIGNATURE SHEET**  
***(Must be submitted on your corporate letterhead)***

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or §59.109.1 through 59.1-9.17 or § 59.1-68.6 through 59.1-68.8 of the Code of Virginia. In addition, my signature certifies that the offeror has been made aware of the initial Request for Proposals, as well as any and all addenda.

Certification of Eligibility: The firm is not ineligible to receive award of a contract due to the firm's inclusion on any Federal or Virginia State lists of debarred contractors, or otherwise ineligible to be awarded a contract using Federal or State funds.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR: \_\_\_\_\_

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

FED ID NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

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

**FORM 3**

**ADDENDA RECEIVED AND ACKNOWLEDGED**

By signing this form, offeror acknowledges receipt of any and all Addenda published after initial RFP was issued.  
*(Attach copy of all such Addenda following this form.)*

Receipt of addenda acknowledged:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FORM 4**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION  
LAWS AND REGULATIONS**

The Organization requires that any person or entity doing business with the Organization, including its boards and commissions, shall include a sworn certification by the offeror of compliance with all federal immigration laws and regulations. These laws include the *Federal Immigration Reform and Control Act*, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and §40.1-11.1 of the *Code of Virginia*, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the Organization or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

***Type or print legibly when completing this form.***

**Legal Name of Offeror:**

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

**Type of Business Entity:**

\_\_\_\_\_ Sole Proprietorship (Provide full name and address of owner):

\_\_\_\_\_ Limited Partnership (Provide full name and address of all partners):

\_\_\_\_\_ General Partnership (Provide full name and address of all partners):

\_\_\_\_\_ Limited Liability Company (Provide full name and address of all managing members):

\_\_\_\_\_ Corporation (Provide full name and address of all officers): *(on separate sheet, attached)*

**Doing Business As: (If Applicable):**

(Note: This is the name that appears on your invoices but is not used as your reporting name.)

**Name and Position of Person Completing this Certificate:**

**Physical Business Address:**

Primary Correspondence Address (if different from physical address):

Number of Employees:

Are all Employees Who Work in the United States Eligible for Employment in the United States?

\_\_\_\_ Yes                      \_\_\_\_ No

Under penalties of perjury, I declare on behalf of the offeror listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the offeror's employees who work in the United States are eligible for employment in the United States as required by the *Federal Immigration Reform and Control Act of 1986* and §40.1-11.1 of the *Code of Virginia*. I further declare on behalf of the offeror that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ on behalf of \_\_\_\_\_ as evidenced by the following signature and seal:

Name of Contractor/Vendor: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_:

CITY/COUNTY OF \_\_\_\_\_ to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration No: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

FORM 5

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate line. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, "you" means the individual or entity in whose name the bid or proposals were submitted.

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years?

Yes                       No

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been terminated (for cause or otherwise) from any work being performed for the Organization or any other governmental or private entity during the last ten (10) years?

Yes                       No

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been involved in any claim or litigation with the Organization or any other governmental or private entity during the last ten (10) years?

Yes                       No

Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the Organization or any other governmental or private entity during the last ten (10) years?

Yes                       No

If you answered "Yes" to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.

FORM 6

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: \_\_\_\_\_

Years in Business \_\_\_\_\_

MINORITY INDICATOR

- African American
- Asian Indian
- Asian Pacific
- Hispanic American
- Native American
- Non-Minority Woman

Submit to: Danetta Jankosky; Fax: (757) 523-4881; E-mail: djankosky@hrpdcva.gov

**FORM 7**

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia* §2.2-4311.2(b), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 **is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC).** Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized.

SCC Identification Number: \_\_\_\_\_ **(REQUIRED)**

**FORM 8**

**PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and **must identify the data or other materials to be protected and state the reasons why protection is necessary** (§2.2-4342F of the *Code of Virginia*).

**Please enclose all proprietary information in a sealed envelope and attach ONLY to the ORIGINAL proposal.**

*Below, please reference appropriate page numbers, Section numbers, paragraph numbers, etc. where this data should be inserted, along with an explanation as to why it is proprietary and protected by §2.2-4342F of the Code of Virginia.*



**FORM 9**

**REFERENCES**

**Name of Firm:**

Address:

Contact:

Name:

Title:

Email:

Phone

Facsimile

# Years in Relationship: \_\_\_\_\_

\*\*\*\*\*

**Name of Firm:**

Address:

Contact:

Name:

Title:

Email:

Phone

Facsimile

# Years in Relationship: \_\_\_\_\_

\*\*\*\*\*

**Name of Firm:**

Address:

Contact:

Name:

Title:

Email:

Phone

Facsimile

# Years in Relationship: \_\_\_\_\_

**REFERENCES (cont.)**

**Name of Firm:**

Address:

Contact:

Name:

Title:

Email:

Phone

Facsimile

# Years in Relationship: \_\_\_\_\_

\*\*\*\*\*

**Name of Firm:**

Address:

Contact:

Name:

Title:

Email:

Phone

Facsimile

# Years in Relationship: \_\_\_\_\_

**FORM 10  
LOBBYIST DISCLOSURE FORM**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification is a material representation of the fact on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into the transaction imposed by §1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned state, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instruction. Submission of this statement is a prerequisite for making or entering into this accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by §1352, title 31, U.S. Code. Any person who fails to file the required statement shall subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant's Organization:

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Printed name of authorized representation

\_\_\_\_\_  
Title of authorized representation

\_\_\_\_\_  
Signature Date

**ATTACHMENT 1A NONDISCRIMINATION**  
**Contractor / Consultant / Supplier Agreement: USDOT 1050.2A – Appendix A**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *(Recipient)* or the *(Name of Appropriate Administration)* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *(Recipient)*, or the *(Name of Appropriate Administration)* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the *(Recipient)* shall impose such contract sanctions as it or the *(Name of Appropriate Administration)* may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the *(Recipient)* or the *(Name of Appropriate Administration)* may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the *(Recipient)* to enter into such litigation to protect the interests of the *(Recipient)*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT 1B  
**NONDISCRIMINATION**  
**Contractor / Consultant / Supplier Agreement: USDOT 1050.2A – Appendix E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statues and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include
  - all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs,
  - policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (79 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



## ATTACHMENT 1C



## DISADVANTAGED BUSINESS ENTERPRISE FORMS

*HRPDC/HRTPO has adopted the Virginia Department of Transportation overall goal of 12.74% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.*

A Contract goal of 10% DBE participation has been established for this RFP. Attachment 1C forms and supporting documentation must be submitted in a **separate package** by the due date of the RFP. Offerors shall agree to use their best efforts, as determined by the Office of Business Diversity & Engagement to assure that all Proposers comply with the factors set forth in the DBE Program, to meet the goal for DBE Participation in the performance of this solicitation.

Required Attachments:

**1. DBE PARTICIPATION FORM-400**

If the amount of DBE Participation is less than contract Goal. Proposers shall complete:

**2. DBE GFE FORM-401**

**Submit your completed DBE PARTICIPATION FORM-400 OR DBE GFE FORM-401 in a separate package, along with your completed proposal package by the due date of the RFP. Purchasing will forward the form to the Office of Business Diversity and Engagement for approval review.**

*Contact Tara Walker, DBE Liaison Manager, of the Office of Business Diversity and Engagement at (757)420-8300 if you need assistance.*

OFFICE OF BUSINESS DIVERSITY & ENGAGEMENT  
HRPDC/HRTPO DBE COMPLIANCE FORMS

Contact the DBE Liaison Manager for questions on completing this form.  
Via email: [www.twalker@hrpdcva.bov](mailto:www.twalker@hrpdcva.bov)  
Or  
757-420-8300

## DBE PARTICIPATION FORM-400

**Proposers:** This completed form must be furnished to the Office of Business Diversity & Engagement with your proposal. You must complete every section of the form or your proposal will be deemed non-responsive. If a section is not applicable to your proposal, you must explain why it is not applicable on a separate attachment or your proposal will be deemed non-responsive. The prime vendor/consultant shall select DBEs to perform at minimum, work which corresponds in dollar value to the DBE participation goal stated in the RFP. DBEs must perform a commercially useful function as required by 49 CFR 26.55 of the Federal Register and the Contractual requirements. You may use additional pages as warranted.

### SECTION I – SOLICITATION INFORMATION

RFP/RFO/Solicitation #: \_\_\_\_\_ RFP Due Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Contract DBE Participation Goal: % \_\_\_\_\_ \$ \_\_\_\_\_  
RFP Title: \_\_\_\_\_ Description: \_\_\_\_\_

### SECTION II – PROPOSER INFORMATION

Proposer Firm Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  DBE # : \_\_\_\_\_  SWaM # \_\_\_\_\_  Micro

#### Proposer Check the Appropriate Space Below:

- I am committed to the contract goal of 10 % DBE utilization. If selected, I understand that I must submit signed commitment forms from all DBEs listed on this participation plan in order to be awarded a contract.
- I am unable to meet the DBE contract goal, however I am committed to a minimum of \_\_\_\_\_ % & \$ \_\_\_\_\_ of DBE utilization and will submit documentation demonstrating good faith efforts. (You must complete and submit a DBE GFE Form-401, along with all required supporting documentation or your proposal will be deemed non-responsive.)
- I am unable to meet the DBE Contract Goal (You must complete and submit DBE GFE form-401, along with all required supporting documentation or your proposal will be deemed non-responsive)

OFFICE OF BUSINESS DIVERSITY & ENGAGEMENT  
HRPDC/HRTPO DBE COMPLIANCE FORMS

Contact the DBE Liaison Manager for questions on completing this form.  
Via email: [www.twalker@hrpdcva.gov](mailto:www.twalker@hrpdcva.gov)  
Or  
757-420-8300

**DBE PARTICIPATION FORM-400**

**SECTION III – SUBCONTRACTOR INFORMATION:** You must list all DBE firms that have agreed to participate on the contract. **Please note:** Every DBE firm listed must be utilized on the project. To remove and/or replace a DBE Firm you must submit a DBE removal/Substitution Request Form-404, and receive approval from the Office of Business Diversity & Engagement to remove and/or replace the firm. It is the proposers responsibility to verify that the DBE firm is properly certified prior to submitting the DBE Participation Form-400. Each commitment must be accompanied by written confirmation from the listed DBE Firms that it is participating in the contract as stated in the prime consultant’s commitment. A copy of a DBE’s quote will serve as written confirmation that the DBE is participating in the contract. (Make additional copies of subconsultant form if needed)

Sub-Consultant Firm Name: \_\_\_\_\_  DBE # \_\_\_\_\_  SWaM # \_\_\_\_\_  Neither

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Scope of work to be performed by the DBE: \_\_\_\_\_

Dollar Value of subcontract	% of Utilization Contract	Commit to use? <input type="checkbox"/> Yes <input type="checkbox"/> No
\$ _____	% _____	

Sub-Consultant Firm Name: \_\_\_\_\_  DBE # \_\_\_\_\_  SWaM # \_\_\_\_\_  Neither

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Scope of work to be performed by the DBE: \_\_\_\_\_

Dollar Value of Subcontract	% of Utilization	Commit to use? <input type="checkbox"/> Yes <input type="checkbox"/> No
\$ _____	% _____	



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HRPDC/HRTPO DBE COMPLIANCE FORMS

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completing this form.  
Via email: [www.twalker@hrpdcva.gov](mailto:www.twalker@hrpdcva.gov)  
Or  
757-420-8300

**DBE PARTICIPATION FORM-400**

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Sub-Consultant Firm Name: \_\_\_\_\_  DBE # \_\_\_\_\_  SWaM # \_\_\_\_\_  Neither

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Scope of work to be performed by the DBE: \_\_\_\_\_

---

Dollar Value of Subcontract	% of Utilization	Commit to use? <input type="checkbox"/> Yes <input type="checkbox"/> No
\$ _____	% _____	

Sub-Consultant Firm Name: \_\_\_\_\_  DBE # \_\_\_\_\_  SWaM # \_\_\_\_\_  Neither

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Scope of work to be performed by the DBE: \_\_\_\_\_

---

Dollar Value of Subcontract	% of Utilization	Commit to use? <input type="checkbox"/> Yes <input type="checkbox"/> No
\$ _____	% _____	

OFFICE OF BUSINESS DIVERSITY & ENGAGEMENT  
HRPDC/HRTPO DBE COMPLIANCE FORMS

Contact the DBE Liaison Manager for questions on  
completing this form.  
Via email: [www.twalker@hrpdca.bov](mailto:www.twalker@hrpdca.bov)  
Or  
757-420-8300

**DBE PARTICIPATION FORM-400**

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Sub-Consultant Firm Name: \_\_\_\_\_  DBE # \_\_\_\_\_  SWaM # \_\_\_\_\_  Neither

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Scope of work to be performed by the DBE: \_\_\_\_\_

---

Dollar Value of Subcontract	% of Utilization	Commit to use? <input type="checkbox"/> Yes <input type="checkbox"/> No
\$ _____	% _____	

Sub-Consultant Firm Name: \_\_\_\_\_  DBE # \_\_\_\_\_  SWaM # \_\_\_\_\_  Neither

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Scope of work to be performed by the DBE: \_\_\_\_\_

---

Dollar Value of Subcontract	% of Utilization	Commit to use? <input type="checkbox"/> Yes <input type="checkbox"/> No
\$ _____	% _____	

Additional steps Proposers will take to meet DBE Contract Goal?

[Empty rectangular box for additional steps]

**ACKNOWLEDGED BY:**

**Proposers acknowledges and certifies that this form accurately represents the information contained herein.**

\_\_\_\_\_  
**Proposer's Authorized Agent Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**Date**

**Do Not Write in Box – For OBDE Use only**

APOPROVED	NOT APPROVED	TOTAL % UTILIZATION %	TOTAL DBE COMMITMENT \$
BY _____	DATE ____/____/_____	RFP DBE PARTICIPATION SCORE _____	

DBE Participation Form-400Page 5 of 5

## DOCUMENTATION OF GOOD FAITH EFFORTS-401

If the DBE goal established for this contract has not been met or HRPDC/HRTPO requests the submittal thereof, Good Faith Efforts (GFE) are required to be made and demonstrated on all applicable HRPDC/HRTPO contracts. Proposers are required to complete and submit DBE GFE Form-401 along with all required supporting GFE documentation.

**Proposer:** ***This completed form along with all required supporting documentation must be furnished to Purchasing by the RFP due-date Should the Proposer fail to comply with this request, the Proposal/bid shall be considered non-responsive.***

RFP/RFQ/Bid/Solicitation/Other #: \_\_\_\_\_ Bid/Proposal Amount \$ \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description: \_\_\_\_\_

Name of Prime: \_\_\_\_\_ has satisfied the requirements of the bid/proposal specifications for the above referenced BID/RFP/RFQ or solicitation by the HRPDC/HRTPO in the following manner: *(Please check the appropriate space)*

- The Bidder/Proposer is unable to meet the DBE contract goal and has completed and submitted DBE GFE Form-401 along with all required supporting GFE documentation.**
- The Bidder/Proposer is unable to meet the DBE contract goal, however is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and has completed and submitted DBE GFE Form-401 along with all required supporting GFE documentation.**

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_, TITLE: \_\_\_\_\_

**Instructions: Please complete sections A through D and include all specific supporting documentation as outlined below. All sections of this form must be completed, or your response will be deemed non-responsive. If you feel that any section of this form is not applicable, do not respond/write not applicable or NA. You must provide a written statement as to why section is not applicable to your response. Attach additional pages if necessary.**

- SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:** Complete section A.
- NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:** Please attach a copy of the announcement and written notices distributed to DBE(s). Example: Newspaper, email, mail correspondence, and community outreach notices, etc.
- INITIAL SOLICITATION & FOLLOW-UP OF INITIAL SOLICITATION:** Bidders/Respondents may only solicit from the State and Local Disadvantaged Business Enterprise directories located on the SBSD website.

**DOCUMENTATION OF GOOD FAITH EFFORTS-401**

A. **SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:** You must list all selected scopes or portions of work to be performed by DBE(s) in order to increase the likelihood of meeting the contract goal for this project and the estimated value of each scope or portions of work identified. Use additional pages if warranted.

Scope or Portions of Work Identified for DBE Participation	Estimated Value	% of Contract Value
1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
10.	\$	
11.	\$	
12.	\$	
<b>TOTAL</b>	\$	

B. **NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:** Please complete all fields below, list all sources of advertisement and outreach to DBE subs.

I. Did you attend all pre-bid and/or outreach meetings scheduled by HRPDC/HRTPO to inform DBEs of subcontracting opportunities?

YES	NO	Date of Meeting

II. Did you contact HRPDC/HRTPO's Office of Business Diversity and Engagement to request submission of your subcontracting opportunities on BE Hampton Roads page or HRPDC/TPO website?

YES	NO	Date of Submission

**DOCUMENTATION OF GOOD FAITH EFFORTS-401**

III. **ADVERTISING SUBCONTRACTING OPPORTUNITIES:** You must identify publications in which announcements or notifications were placed and published. Include a copy of each announcement or notification.

Source of Advertising/Outreach	What subcontracting areas of work were advertised?	Date of Ad	Due Date & Time for Sub Bids		OBDE VERIFICATION
			Date	Time	
1.					
2.					
3.					
4.					

C. **INITIAL SOLICITATION & FOLLOW-UP:** You must complete all fields below, list all certified DBE firms that received telephone or e-mail notification of work items to be subcontracted. If no response was received to the initial solicitation, you must indicate when firms received subsequent telephone or email solicitations (list delivery date, or read receipt date, and certified firm's response). You must include copies of the physical and/or electronic notice(s) sent to certified firms. Use additional pages as warranted.

DBE FIRM & CONTACT	PHONE	Scope of Work Solicited	Date of Written Notification	Result of Initial Communication	Date of Follow-up and Method of Contact (Phone, Fax, Email)	Result of Follow-up Communication
<i>Ex. ABC Company /Jane Smith</i>	<i>(504) 123-4567</i>	<i>Legal services</i>	<i>01/01/14</i>	<i>Will submit a quote</i>	<i>01/10/14 email</i>	<i>Quote received</i>
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

**DOCUMENTATION OF GOOD FAITH EFFORTS-401**

DBE FIRM & CONTACT	PHONE	Scope of Work Solicited	Date of Written Notification	Result of Initial Communication	Date of Follow-up and Method of Contact (Phone, Fax, Email)	Result of Follow-up Communication
<i>Ex. ABC Company /Jane Smith</i>	<i>(504) 123-4567</i>	<i>Legal services</i>	<i>01/01/14</i>	<i>Will submit a quote</i>	<i>01/10/14 email</i>	<i>Quote received</i>
13.						
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40.						

**DOCUMENTATION OF GOOD FAITH EFFORTS-401**

**D. NEGOTIATE IN GOOD FAITH:** You must provide an explanation for any rejected DBE bid or price quotation, unless another DBE is accepted for the same work.

- I. Where price competitiveness is not the reason for rejection, you must complete all fields below and provide a copy of the written rejection notice including the reason for rejection to the rejected DBE firm. A meeting may be held with the rejected DBEs, if requested to discuss the rejection. Use additional pages as warranted. You must attach a copy of the notice.

DBE Subcontractor	Scope	Date rejection notice sent	Reason	Meet with DBE Sub?		
				Yes	No	Not requested





**DOCUMENTATION OF GOOD FAITH EFFORTS-401**

IV. **OTHER:** Please provide narrative details of any other efforts your firm conducted to attain the DBE goal. Use additional pages as warranted.

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APOPROVED	NOT APPROVED	TOTAL % UTILIZATION % _____	TOTAL DBE COMMITMENT \$ _____
BY _____	DATE ____/____/____	RFP DBE PARTICIPATION SCORE _____	

## Attachment 2 Scope of Work

### Study Purpose

According to the May 1, 2017 Memorandum of Understanding (MOU) between Hampton Roads Transportation Accountability Commission (HRTAC), Hampton Roads Transportation Planning Organization (HRTPO), and Virginia Department of Transportation (VDOT), **the purpose of this study is to evaluate the “feasibility, permitability, and transportation benefits” of the following segments** not included in the Commonwealth Transportation Board (CTB) approved HRCS SEIS Preferred Alternative (Alternative A):

- **VA 164**
- **I-564 Connector**
- **VA 164 Connector**
- **I-664 Connector**
- **I-664** (from I-64 in Hampton to US 460/58/13 in Chesapeake, *not* including Bowers Hill)

**Other segments** furthering the study’s specific goals and objectives (to be established under Phase I), may be added to the above five segments for evaluation in this study.

This study should establish a **regional long-term vision** that investigates 21st century transportation options that connect the Peninsula and the Southside across the Hampton Roads Harbor that enhance economic vitality and improve the quality of life in the region.

This analysis will use a baseline assumption that—at a minimum—the following projects will be built:

- I-64 Peninsula (Segments I, II, III; from Bland Blvd. to VA 199 at Lightfoot)
- I-64 Southside / High-Rise Bridge (Phase I)
- I-64 Widening including Hampton Roads Bridge Tunnel (from I-664 in Hampton to I-564 in Norfolk)
- I-64/I-264 Interchange (Phases I and II)
- I-64 Express (HOT) Lanes (Segments I, II, III)

Projects emerging from this study will be considered by the HRTPO Board for its **2045 Long-Range Transportation Plan (LRTP)**, including the **Vision Plan** portion of that document.

## **Background**

In 2015, the Virginia Department of Transportation (VDOT), in coordination with the Federal Highway Administration (FHWA), initiated the preparation of a Supplemental Environmental Impact Statement (SEIS) for the March 2001 Hampton Roads Crossing Study (HRCS) Final Environmental Impact Statement (FEIS).

On July 25, 2016, the FHWA and Commonwealth Transportation Board (CTB) approved the Hampton Roads Crossing Study Draft Supplemental Impact Statement (HRCS SEIS). At its September 2016 meeting, the Hampton Roads Transportation Planning Organization (HRTPO), unanimously approved the HRCS SEIS **Alternative A, “modified”** to include the Bowers Hill Interchange, as the region’s Preferred Alternative. On October 20, 2016, the Hampton Roads Transportation Accountability Commission (HRTAC) also unanimously supported the HRTPO’s selection of Alternative A-modified, and allocated up to \$7 million of HRTF for **further study** of the HRCS SEIS components not included in the selected Alternative A.

On December 7, 2016, the Commonwealth Transportation Board (CTB) approved Alternative A and instructed VDOT to continue to work with HRTPO, HRTAC, USACE, Navy, the Port of Virginia, and other parties to advance separate studies to identify appropriate access options around Craney Island to include I-564/I-664 Connectors, I-664/MMMBT and 164/164 Connector. The resolution also directed VDOT to continue to work with HRTPO, HRTAC, USACE, and other parties to advance a separate study of the Bowers Hill Interchange in Chesapeake.

In January 2017, the HRTPO Board directed staff to work with VDOT, HRTAC, and other partners to develop a **Memorandum of Understanding (MOU)** for supporting studies on how to move forward with the remaining segments of the SEIS and the Bowers Hill Interchange. The May 1, 2017 Memorandum of Understanding was signed between the HRTPO, VDOT, and HRTAC to advance two separate components:

- \$4 million for study of Bowers Hill Interchange following the NEPA process, to be managed by VDOT.
- \$3 million for Additional Feasibility Studies of the remaining components of the HRCS SEIS not included in the approved Alternative A, to be managed by the HRTPO. In March 2017, HRTAC approved a contingency of \$4 million to be available if additional funding is required for the completion of the HRTPO Feasibility Studies.

For further reference, see the following:

- March 2001 HRCS FEIS [www.virginiadot.org/projects/resources/studyhro-crossing-feis.pdf](http://www.virginiadot.org/projects/resources/studyhro-crossing-feis.pdf)
- Dec. 2008 HRBT Expansion Feasibility Study [http://virginiadot.org/news/resources/Hampton\\_Roads/HRB\\_Expansion\\_Feasibility\\_Final\\_Report.pdf](http://virginiadot.org/news/resources/Hampton_Roads/HRB_Expansion_Feasibility_Final_Report.pdf)
- Apr. 2017 HRCS SEIS [http://hamptonroadscrossingstudy.org/learn\\_more/hrcs\\_draft\\_seis.asp](http://hamptonroadscrossingstudy.org/learn_more/hrcs_draft_seis.asp)

## Minimum Requirements

Reflecting the MOU's specification that the "steering committee...will develop the scope of work", this "**Guidance for Scope of Work**" will assist the Steering (Policy) Committee in specifying minimum requirements for the consultant's final scope of work.

## Stakeholders

- **General public**
- **Freight Industry**
- **Military**
- **Hospitality and tourism**

The interests of these stakeholders (gathered in part via interviews below) will be used by the Working Group and the Steering (Policy) Committee to develop a final scope of work.

## Working Group

- Voting members- **technical staff** from "local impacted jurisdictions":
  - o Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, Va Beach
- Non-voting members- staff from:
  - o Virginia Port Authority (VPA), US Navy, Army Corps of Engineers, Federal Highway Administration (FHWA), and Coast Guard
  - o VDOT and HRTAC staffs
- Staff: HRTPO staff

## Steering (Policy) Committee

- Members:
  - o **elected officers** from "local impacted jurisdictions": Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, Va Beach
  - o **representatives** from "U.S. Army Corps of Engineers (USACE), the U.S. Navy (Navy), and the Port of Virginia, and other parties"
- Staff: HRTPO staff

## Reports

At the end of each phase, the consultant will prepare a report documenting that phase.

## Phases and Tasks

Based on the MOU's interrelated "feasibility, permitability, and transportation benefits", the consultant will base overall feasibility on **Financial Feasibility, Permitability, and Transportation Benefits** (including congestion relief) via the following phases of work:

## Phase I: **Goals and Objectives**

### A. Interview:

- members of Working Group and Steering (Policy) Committee
- representatives of Stakeholder groups

### B. Identify goals and objectives based on the following concepts:

- A 21<sup>st</sup> Century vision for the future growth of the region
- The need for improved connectivity between the Southside and Peninsula
- Improved economic vitality, quality of life, resiliency, and accessibility

## Phase II: **Alternative Identification**

Based on the above goals and objectives, identify candidate alternatives.

## Phase III: **Permitability Screening**

The consultant will do an initial screening in this phase identifying any “fatal flaws” or barriers that would prevent various alternatives from advancing to construction.

Alternatives will be grouped into three categories:

1. Segments with no apparent fatal flaws that can advance to analysis
2. Segments with fatal flaws that can be removed from further consideration
3. Segments denoted with a “caution” and—depending on transportation benefit—may also advance to analysis

## Phase IV: **Transportation Benefits, Community Impacts, and Financial Feasibility Analysis**

### A. Develop study approach.

- o Develop appropriate **relationship to NEPA**
- o To provide input to HRTPO 2045 LRTP, all forecasts shall be done for **year 2045**
- o 2045 regional scenario planning
  - Develop **scenarios** (land use, technology, etc.) in cooperation with HRTPO
  - Develop scenario planning techniques, outreach strategies, tools, etc.
- o Use new/improved models, as appropriate
- o Develop evaluation **criteria** including, but not limited to, the following:

#### Transportation Benefit Measures

- Congestion
- Accessibility (including Craney Island), Reliability, and Resiliency
- Multimodalism (excluding rail)
- Economic impact
- HRTPO Prioritization Tool score (for 2045 LRTP consideration)

Community Impacts:

- Social and Environmental Justice / Title VI

Financial Feasibility Measures

- Cost-effectiveness

B. Interview and brainstorming:

- members of Working Group and Steering (Policy) Committee
- representatives of Stakeholder groups

C. Identify **operationally independent** candidate projects.

D. Evaluate candidate projects based on **criteria and scenarios**.

o Minimum set of highways on which to measure impact of the subject projects:

- The entire I-64/I-664 Beltway
- I-564 in Norfolk
- US17 & US258 from I-664 Suffolk to I-64 Hampton including James River Br.
- VA 164 (Western Freeway and MLK Freeway) and Midtown Tunnel
- I-264 (oceanfront to Bowers Hill) including Downtown Tunnel

o Based on transportation benefits, community impacts, and financial feasibility, **identify projects considered overall to be feasible**.

## Phase V: **Order of Implementation**

Determine whether or not implementing the feasible projects in the order of HRTPO Prioritization Tool scores would negatively impact the transportation system (including local streets) **during interim periods**.

### Communication and Outreach

The consultant will communicate with:

- the Steering (Policy) Committee via **quarterly meetings**
- the Working Group via meetings scheduled in advance of Steering (Policy) Committee meetings, with additional Working Group meetings as necessary

The consultant will develop:

- study website
- interactive public meetings
- **simulations**