



REQUEST FOR PROPOSAL

Annual Contract for Signal Retiming and Transportation Engineering Services

RFP#2011-3238-2005

November 15, 2010

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032 Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: The City is requesting technical proposals for an annual contract for signal retiming and transportation engineering services.

Proposal Due: December 9, 2010 @ Close of Business (COB)

Contract Officer:

Shari D. Colvin, CPPB, VCO, Deputy Director, scolvin@nngov.com and Brenda Vines, Assistant Buyer, bvines@nngov.com

AN ORIGINAL AND SEVEN COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed.)

Conditions and Instructions

Rev. 10-08-2010

1. All proposals shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. In case of conflict, the proposal may be deemed non-responsive. The City's published specifications shall supersede any additional writings submitted with the offer. Such writings should be clearly marked and noted on the exception page.
2. It will be the responsibility of the offeror to see that its proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax, and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person or firm submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of breach by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. **Hold Harmless and Indemnification:** The offeror shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the offeror, its employees, agents, and volunteers, or incurred by or claimed against the City, City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the offeror. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the offeror or any of the offeror's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the offeror. Unless otherwise provided by law, the offeror indemnification

obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the offeror under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

8. The offeror agrees to defend and save the City, its agents, officials, employees, and volunteers, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
9. All proposals must be signed with the firm name and by an authorized officer or employee. The offeror agrees that it will perform all services and provide all goods in strict conformance with the contract documents.
10. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
11. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract. To be timely, all appeals shall be made within the time periods set forth in the City Code.
12. **Non-Discrimination:** During the performance of this contract, the successful offeror agrees as follows:
 - a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the offeror. The offeror agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The offeror will be and state that it is an equal opportunity employer in all solicitations or advertisements for employees.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The offeror will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the offeror'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 prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror 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 subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an offeror in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. **This public body does not discriminate against faith-based organizations**
14. **Direct contact with City Departments, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.**
15. Assignment of Contract: A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Newport News.
16. If authorized by the offeror, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful offeror(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
17. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
18. These Conditions and Instructions shall be applicable to the extent that they do not contradict the terms and/or instructions on the following pages.
19. **The offeror certifies that it does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

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

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter 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, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

21. If City Hall is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
22. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda.

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

18. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

23. Termination by the City or the Offeror, or both, for convenience:

A. For all contracts other than professional service agreements:

The parties may terminate the contract at any time by mutual written agreement.

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligation through the date of termination. Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

B. For professional service agreements:

Refer to the provisions contained in the professional services agreement regarding termination.

24. Termination of Cause (Applicable to contracts other than professional services agreements):

In the event that the offeror shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the offeror written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the offeror an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the offeror shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the offeror, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the offeror to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminate the contract, the offeror

shall remain liable for performance of all terms, conditions, and obligation through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

25. These Conditions and Instructions are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions, which an offeror requests or intends to be considered, must be submitted with the proposal for consideration and negotiation into a final contract document prior to an award. Contractual documents submitted by the successful firm after an award will not be accepted.
26. Failure of the offeror to perform the contract by reason of our non-acceptance of additional conditions submitted after the award, shall result in termination of the contract by the City, and may result in debarment of the offeror for a period of up to three years. Such actions taken by the City shall not release the offeror from additional remedies available to the City, which are allowed by law.
27. **Records and Inspection:** The offeror shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The offeror's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to offeror by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the offeror pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the offeror's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
28. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
29. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the offeror, or the waiver by the City of any provision under this contract including any obligation of the offeror, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the offeror, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
30. **Independent Contractor:** The offeror and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
31. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part

thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

32. **Conflict:** In the event of a conflict between the contract documents including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Department of Purchasing, the contract documents shall control.

A final contract including a professional services agreement incorporates, and is subject to, the terms and conditions contained in the underlying request for proposals, and any addenda and attachments thereto. In the event of a conflict between the contract or professional services agreement and the request for proposals, addenda, and attachments thereto, the contract or professional services agreement shall control.

33. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of six (6) months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.**

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1) If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE **MBE** **WBE**

2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

GENERAL

The City of Newport News (“City”) is seeking proposals from qualified offerors to provide consulting services for an annual contract for signal retiming program and transportation engineering services for the Department of Engineering. The initial contract will be from the date of award until June 30, 2012 with the sole option of the City of Newport News to renew for up to four (4) additional one (1) year periods.

SCOPE OF SERVICES

SIGNAL TIMING OPTIMIZATION PROGRAM and other traffic engineering studies and designs

The Department of Engineering is requesting technical proposals for an annual engineering services and Signal Timing Optimization Program contract for the City of Newport News. The request for proposals has been divided into the following three sections:

- 1 STATEMENT OF NEEDS**
- 2 PROPOSAL PREPARATION PROCESS**
- 3 CONSULTANT SELECTION PROCESS**

1 STATEMENT OF NEEDS

The following tasks outline the proposed elements the City of Newport News (referred to herein as the City) is seeking as part of the annual contract for signal retiming program and transportation engineering services.

Task 1.1 – Signal Retiming

Field Observations

Field verification shall be performed in order to develop timing plans as deemed necessary by the Consultant after receiving information from the City.

Data Collection

The Consultant shall be prepared to perform 12-hour turning movement counts (TMC) for intersections identified to be re-timed as part of this project. Counts will be collected from 6:00 A.M. to 6:00 P.M. The City will provide TMC data for those locations that have been counted within the past 24 months. In addition, average daily traffic counts (ADT) will be required along the mainline for a period of seven (7) consecutive days. The number of ADT counts required will vary given the limits of the coordinated system and number of major cross streets. Similar to the TMC data, the City will provide this information for locations counted within the past 24 months. The City will provide – traffic count data, intersection drawings, phasing diagrams, and existing timing parameters.

Data Coding and Software Program Input

Timing plan development shall utilize *Synchro 7.0 Professional* or the most recent version along with the *SimTraffic* component of this software.

Timing Plan Development

The timing plans provided shall be traffic responsive coordinated system timings that are compatible with the existing Traffic Control Technologies equipment (closed loop system) as well as the future equipment, Econolite controllers and software that the City is currently preparing to install under a VDOT project. The timing plans shall include a back-up time-base plan (time-clock) for system communication failure as well as local controller interval programming. Analysis of systems shall include a review of side street lane usage designations, signal phase optimization, and system boundaries. Timing plan development shall utilize the full capacity of the equipment and system software to meet changing traffic scenarios. A library of timing plans shall be created from which “traffic responsive” operation and “time-base” operation shall be developed. The library of timing plans may vary depending on if the system has existing or future equipment installed within the specific system. The current equipment can only accommodate four cycle lengths in conjunction with split and offset variations to offer a mix of the following options depending on the specific need of the identified system:

1. Free Operation
2. Transitional Plan
3. Off Peak Plan
4. AM Peak Plan
5. Noon Peak Plan
6. Pre-PM Peak Plan
7. PM Peak Plan
8. Incident Management Plan– Inbound Directional
9. Incident Management Plan– Outbound Directional
10. Seasonal Plans

Timing plan development shall include time-of-day plans for weekdays and weekends, and time space diagrams with band width calculations. It shall also include timelines with force-offs and permissive settings for each cycle/split/offset combination to be implemented if the controller requires force-offs and permissives. This information should be provided both in hard copy and electronic format.

Timing Plan Implementation and Fine-Tuning

Timing plan implementation and fine tuning will be required and shall be coordinated with the City Traffic Engineering staff. The Consultant shall prepare all coding sheets in electronic format to comply with both existing and future equipment. The coding sheets will include local controller settings, coordinate timings, and traffic responsive parameters.

The Consultant shall be responsible for programming and entering all system and local controller operational parameters into the Citywide Signal System computer located in City Hall or transmitting the data in an electronic format such that it can be easily uploaded to the system. All uploading and downloading of data bases shall be performed by City staff as timing changes are authorized. All implemented cycle/split/offset combinations and free operation parameters shall be fine tuned by the Consultant based upon actual field observations. Selected fine tuning changes shall be programmed at the Citywide Signal System Computer for downloading by City staff.

Evaluation

Measures of effectiveness shall be summarized in tabular form for each system analyzed. The Consultant shall perform “operational” stop delay travel time studies for each cycle/split/offset combination implemented. A before and after study summary shall be presented identifying internal system bottlenecks and percent of improvement.

The Consultant shall provide documentation through the process to include:

- System Status Report - summarize intent of proposed timings
- Implementation Report - summarize changes made based on field observations
- Final System Report - summarize characteristic of system and compile assumptions, observations, and changes made through the process

The Consultant shall provide a written response for resolution of all complaints received for a period of 30 days after timing plan implementation at an intersection.

Final reporting on “Annual Benefits” of retiming effort shall be limited to a 25% sampling of systems selected by the City and will require a per system identification of average travel time changes, average delay changes, the change in number of stops, vehicle emissions, and fuel consumption.

Future System Improvements

The Consultant shall evaluate and provide recommendations on future signal system improvements which would reduce congestion and delay for coordinated systems. Evaluation and design may include, but is not limited to, critical lane use analysis, signing and pavement markings, minor intersection improvements, system communications enhancements, and incorporation of ITS field elements. The City will indicate systems where additional evaluation and design is desired.

Task 1.2 – Signal Timing Training

The Consultant shall develop and facilitate short training courses on the overall signal timing approach and the applications/uses of *Synchro 7.0 Professional* and *SimTraffic* modeling software programs. Each course will include classroom instruction and field implementation to be held in a small group setting to provide hands-on applications. The training shall consist of basic terminology, software overview, input processes, data manipulation, software output, and field verification.

Task 1.3 – Traffic Engineering Studies

The Consultant shall be able to perform traffic engineering studies and traffic impact studies for the City of Newport News. The Consultant shall be able to perform traffic counts outside of the scope of the Signal Timing Optimization Program for the City, if requested. This may include 12-hour turning movement counts starting at 6:00 AM and ending at 6:00 PM or tube counts.

Task 1.4 – Design

The Consultant shall be able to design new traffic signals, mast arm conversion signal plans, and intersection improvement plans for the City of Newport News. This may include geotechnical work, topographic and utility surveys.

Task 1.5 – Coordination with Local, State and Federal Agencies

The City will be using Federal funds for several task assignments under this on call contract. Therefore the City may request services to include coordination with VDOT, preparation of environmental documents, development of projects in accordance with VDOT policies and procedures, preparation of grant applications, as well as coordination with various local, state, and federal agencies to ensure mandated funding obligations and time requirements are maintained.

2 PROPOSAL PREPARATION PROCESS

Task 2.1 – RFP Response

In order to be considered for selection, Offerors shall submit a complete response to this RFP. One original and seven (7) copies of each proposal shall be submitted to the City. It is the Offerors responsibility to assure that proposal packages are received by the time and date indicated.

Task 2.2 – Proposal Preparation

Signed copies of any/all addenda must be included in the proposal.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis shall be placed on completeness and clarity of content.

Each copy of the proposal shall be bound in a single volume. All document contained within the proposal should be contained in that single volume. The proposal format should include:

- All portions of the proposal should be limited to no more than 25 typed pages (excluding resumes, and subconsultant and SWAM documentation)
- 8.5 inch by 11 inch page size (larger pages are allowed for figures or tables, but they must be folded and bound into the overall proposal and used sparingly)
- No font smaller than 12 point

Task 2.3 – SWAM Requirements

It is the City’s policy to encourage opportunities for minority and disadvantaged businesses. There is no minimum participation requirement for this project. However, the Offeror should indicate what SWAM participation is achieved for this project by the proposed project team.

Task 2.4 – Specific Proposal Requirements

The proposal should include the following sections and address various elements as noted:

- Letter identifying proposed team members and contact person. The letter must identify and commit the project manager/principal and key individuals for the duration of the project or give the City the right to agree on replacements.
- For those Offerors with multi-firm teams, the team structure and various team members’ responsibilities shall be clearly identified. If the team structure is other than prime consultant and

subconsultant(s), the legal nature of the Offeror's team shall be clearly identified. The proposal should describe the organizational structure of the project team, the management approach, and how each partner and subconsultant fit into the organizational structure and the percentage of work to be performed by each firm. A graphic depicting the organization structure is encouraged.

- SF 254 for each firm on the team, the team-wide SF 255. These forms do not count against the 25 page limit although Item 10 of the SF 255 may not exceed two pages.

Project Team Organization

Commitment letters from subconsultants should be included in the appendix of the proposal (these do not count against the page limit).

Team Capabilities

The proposal should include resumes for Key Personnel and discuss recent relevant experience of the Offeror's. Brief project descriptions should demonstrate that each project is similar in scale and complexity to this program and include a point of contact (name, title, address and telephone number).

Technical Approach

Offerors should outline their technical approach to providing the services described in Section 1 – Statement of Needs of this RFP. The technical approach should illustrate the Offeror's understanding of the project and key issues should be pointed out by the Offeror in the proposal. This section of the proposal should also address the deliverables anticipated and/or recommended by the Offeror.

In the absence of any comments, questions or objections, the City will assume that the Offeror concurs with all aspects of the Special and General Terms and Conditions. Should the City enter into negotiations with the Offeror for this contract, the Offeror will be expected to agree with all terms as contained herein.

Time Schedule

While this will be an annual services contract, about half of the Signal Timing Optimization Program must be completed no later than February 2012 because of ARRA funding constraints.

3 CONSULTANT SELECTION PROCESS

Task 3.1 – Evaluation and Award Criteria

PROPOSAL REQUIREMENTS (SUBMITTAL)

Consultant shall prepare their proposal in accordance with the instructions outlined in this section. Submit *one* original (conspicuously marked "ORIGINAL"), and *seven complete* copies of your bound proposal. Proposals should be prepared in a professional manner using a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled. **PLEASE MAKE SURE ALL OF YOUR RESPONSES COINCIDE WITH OUR NUMBERING SYSTEM AND ORDER.** The following information, organized in major

sections as indicated shall be included in the proposal package to be considered *responsive* to the Request for Proposals:

- A. Letter of Transmittal
- B. Executive Summary
- C. Table of Contents
- D. Project Team Organization
- E. Team Capabilities
- F. Technical Approach
- G. Time Schedule

EVALUATION CRITERIA (Listed in Order of Importance)

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is the most responsive and fully qualified based upon the herein described needs of the City. The proposal will be evaluated on the following criteria:

- A. Technical Approach and Methodology: Overall quality of offeror’s recommended approach and methodology that demonstrates an acceptable level of clarity in the understanding of the purpose, service, scope, and objectives of this RFP, as well as the ability to effectively meet the requirements of the RFP.
- B. Key Personnel: Overall quality and relevance of proposed team members and their ability to capably perform the identified tasks in this RFP; Qualifications and experiences of the firm, project team members and overall team organization; Overall depth of knowledge within the firm and how the firm deals with the loss of key personnel, as well as how the firm is willing to transfer knowledge and utilization to the Engineering staff.
- C. References: Feedback from references pertaining to the firm’s ability to perform projects of a similar nature on schedule.
- D. Responsibility: The capability in all respects to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance as required by these specifications.
- E. Suitability: The degree to which the offeror conveys their understanding of the statement of needs and the degree that the offered services meet the identified needs and schedule for Newport News Engineering.
- F. Responsiveness: Completeness of the proposal. The degree to which the offeror has responded to the purpose and scope of specifications. Conformance in all material respects to this RFP.

From the time the proposal is first advertised to the time a contract is signed, all offerors or contents of

any proposal must be kept confidential. All proposals submitted under this RFP (including all documents, schedules, reports, plans and other materials) shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information* page 17).

METHOD OF SELECTION

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the “Contracting for professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570-1. Details can be accessed at:

<http://www.nngov.com/purchasing/resources/purchasingcode>

AWARD

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: www.nngov.com/purchasing

QUESTIONS

Questions regarding this RFP should be directed to the Department of Purchasing, Shari D. Colvin, by email: scolvin@nngov.com and copy Brenda Vines, bvines@nngov.com by December 2, 2010 at 1:00 p.m. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the Department of Engineering without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8:00 – 5:00, Monday - Friday.

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

() **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

() **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

DBE Policy Statement

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmb.e.state.va.us/>) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE 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 DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. The Department believes that these services support 0% DBE participation; however a 10% DBE aspiration goal is recommended.

In accordance with the Governor's Executive Order No. 33, the Virginia Department of Transportation also requires a utilization of Small, Women and Minority (SWAM) Businesses to participate in the performance of state funded consultant contracts. A list of Virginia Department of Minority Business Enterprise (DMBE) certified SWAM firms is maintained on the DMBE web site (<http://www.dmb.e.state.va.us/>) 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 subconsultants. 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.

[Include the following wording and two bullets on state or federally funded projects with a DBE or SWAM goal. In the following sentence and these two bullets, remove references to SWAM on federally funded projects and DBE on a state funded project] If portions of the services are to be subcontracted to a DBE or SWAM, the following needs to be submitted with your EOI and both must reference the project number(s) 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 VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

VDOT is also required to capture DBE and SWAM payment information on all professional services contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on quarterly basis.

Any DBE or SWAM firm must become certified (with the Virginia Department of Minority Business Enterprise) 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 subconsultants. 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 actually 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 VDOT's DBE and SWAM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

Business Opportunity and Workforce Development (BOWD) Center - The BOWD Center is a VDOT developmental supportive services program and partnering initiative funded by FHWA for selected DBE firms of various skill and competence levels interested in entering, enhancing or expanding highway contracting opportunities with prime consultants. The partnering initiative between prime consultants and BOWD DBE firms provides the opportunity for the further development of DBE firms through performance on contracts and guidance from prime consultants. The intent of this partnering initiative is to increase capacity by perfecting existing skills and knowledge, expanding into new work areas, and prime consultant joint venturing with DBE firms.

The prime consultants are encouraged to achieve all or a percentage of the required DBE participation/goals determined for this project by the utilization of BOWD approved firms. To assist consultants in taking advantage of this opportunity for utilization of approved BOWD firms, please contact the BOWD Center for additional information, details, resources and support. For further information on the BOWD Center and to view the DBE profiles, go to www.virginia.gov/business/BOWD.asp. The BOWD Center can be contacted at (804) 662-9555 or via email to BOWDCenter@vdot.virginia.gov.

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

VDOT is a recipient of federal financial assistance. As a recipient, VDOT is required to comply with Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities. Title VI of the Civil Rights Act of 1964, and other directives prohibit agencies receiving federal-funds from discriminating against anyone or any group in the United States on the grounds of race, color, national origin, sex, age or disability. The Civil Rights Restoration Act of 1987 defined the word “program” to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal financial assistance, rather than just the particular programs or activities that receive the funds. The United States Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49) Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities for VDOT’s implementation of the Title VI Program. These laws and regulations include but are not limited to the following:

- **The 1970 Uniform Act (42 USC 4601)**
- **Section 504 of the 1973 Rehabilitation Act (29 USC 790)**
- **The Federal-Aid Highway Act 1973 (23 USC 324)**
- **The 1975 Age Discrimination Act (42 USC 6101)**
- **Executive Order 12898 on Environmental Justice (EJ)**
- **Executive Order 13166 on Limited English Proficiency (LEP)**

In brief, these laws and regulations prohibit discrimination in federally assisted programs and activities. Title VI of the 1964 Civil Rights Act states that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

The 1970 Uniform Act (42 USC 4601) forbids unfair and inequitable treatment of persons displaced, or whose property will be acquired as a result of federal and federal-aid programs and projects.

Section 504 of the Rehabilitation Act of 1973 (29 USC 790) prohibits discrimination based on disability. The Act states that no qualified handicapped person shall solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

The Federal Highway Aid Highway Act of 1973 (23 USC 324) prohibits sex discrimination. The Act states that no personal shall on the grounds of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

The Age Discrimination Act of 1975 (42 USC 6101) prohibits age discrimination. The act states that no person shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

Civil Rights Restoration Act of 1987 clarified the intent of Title VI. The act states that coverage includes all programs and activities of federal aid recipients and contractors whether those programs and activities are federally funded or not.

Executive Order (EO) 12898: “Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations” is a Presidential mandate to address equity and fairness toward low income and minority persons and populations. EO 12898 states that each federal agency shall make achieving EJ part of its mission by identifying, and addressing, as appropriate, dis-proportionately high and adverse human health and environmental effects of its programs, policies, and activities on minority populations and low income populations in the U.S., DC, Puerto Rico, and Marina Islands.

Executive Order 13166 directs federal agencies to ensure people who are limited English proficient (LEP) have meaningful access to services. EO 13166 instructs agencies and recipients to examine their services, develop and implement processes by which LEP persons can meaningfully access those services. This EO establishes the four factor analysis as guidance on how recipients and sub-recipients can provide meaningful access to LEP persons. Every recipient and sub-recipient of federal funds is directed to prepare a plan with consistent standards and steps to overcome language barriers for programs and activities. The Department of Justice is the agency that is responsible for enforcing this directive. An LEP person is a person who does not speak English as their primary language and has limited ability to read, speak, write or understand English.

By contracting with VDOT, a firm is obligated to comply with the laws and regulations listed above and within the Memorandum of Agreement (MOA) executed between the Department and the selected consultant firm. VDOT’s Civil Rights Division with the assistance from each applicable division’s Program Manager, monitors a firm’s compliance with the non-discrimination provisions.

To monitor compliance, each consultant and all sub-consultants(s) are required to submit a Title VI Evaluation Report. This requirement is applicable for all firms that are recipients or sub-recipients of federal funds.

The Title VI Evaluation Report provides documentation on a firm’s programs, policies, and practices in regard to Title VI. For example, specific information is requested regarding a firm’s organizational structure and training, public involvement, environmental justice, and other areas.

VDOT will request a Title VI Evaluation Report within ten (10) days of notification of selection for new firms or firms that do not have a current report on file with VDOT. The Evaluation Report should be submitted to the Program Manager in the division that is negotiating the contract. These are the divisions we currently receive Title VI Evaluation Reports from:

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

**Right of Way & Utilities Division
Location & Design Division
Environmental Division
Structure & Bridge
Innovative Project Delivery
Materials Division
Transportation & Mobility Planning Division**

Once the Title VI Evaluation Report is provided to VDOT, the Title VI Coordinator in the Civil Rights Division reviews the information and issues a compliance or non-compliance letter within fifteen (15) days of receiving documentation or may schedule an on-site review within the same time frame to confirm information provided in the Evaluation Report. The applicable Program Manager in the division also receives a copy. The Title VI Coordinator may request additional information and/or recommend corrective actions. The Title VI Coordinator may randomly schedule on site compliance reviews at the consultant's office.

If the report is found in compliance, a letter of compliance is sent out with an expiration date for one year from the date of the compliance letter. Typically the letter remains current and on file with VDOT for a period of one year. An updated report is required annually for consultant firms who continue to perform under a contract with VDOT. It should be noted that if VDOT conducts an on site compliance review the consultant can still found to be out of compliance during the one year period.

Failure to comply with the nondiscrimination provisions may result in ceased negotiations, withholding of payments to a firm, cancellation, termination, or suspension of the contract in whole or in part.

Should you have any questions about VDOT's Title VI Program or the Title VI Evaluation Report, you may directly contact the Title VI Coordinator in VDOT's Civil Rights Division at 804-786-2085.

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

VDOT TITLE VI EVALUATION FORM					
Name of Preparer:			Preparer's Title:		
Phone #:			Email Address:		
Name of Firm:			Address of Firm:		
Address of Virginia location where project will be done:					
Type of Contractor/Organization: <input type="checkbox"/> Private Firm <input type="checkbox"/> Governmental Agency			<input type="checkbox"/> Supplier <input type="checkbox"/> Other _____		
Firm's Total Workforce			Workforce for Virginia Location		
Total	% Minority	% Female	Total	% Minority	% Female
Business Ownership/Control Minority <input type="checkbox"/> Yes <input type="checkbox"/> No Female <input type="checkbox"/> Yes <input type="checkbox"/> No			DBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No SWAM Certified <input type="checkbox"/> Yes <input type="checkbox"/> No		
Beginning Date of Work: (If on-going or based on contract award, please indicate)			Estimated Completion Date: (If on-going or based on contract award, please indicate)		
Status of Project(s):			Value of Project(s):		
Is a written Affirmative Action Plan (AAP) available? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Does your firm have an <u>E.E.O. Policy Statement</u> ? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, it must be attached! Hand written E.E.O. Policies will not be accepted.					

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

**CONTRACTOR / ORGANIZATION EMPLOYMENT DATA
TOTAL WORKFORCE**

			MALE EMPLOYEES					FEMALE EMPLOYEES				
			MINORITY GROUPS					MINORITY GROUPS				
Line No.	Occupations (A)	Total Males (B)	African-American (C)	Asian-American (D)	American-Indian (E)	Hispanic (F)	Total Females (G)	African-American (H)	Asian-American (I)	American Indian (J)	Hispanic (K)	Total All Employees (L)
1.	Officials & Managers											
2.	Engineers											
3.	Professionals											
4.	Draftsmen											
5.	Technicians											
6.	Sales Workers											
7.	Office & Clerical											
8.	Craftsmen											
9.	Operators											
10.	Laborers											
11.	Service & Maintenance Workers											
12.	TOTAL:											
13.	Total Employment from previous report											

The data below shall also be included in the figures for the appropriate occupational categories above.

14.	Apprentices											
15.	On the job trainees											

**CONTRACTOR / ORGANIZATION EMPLOYMENT DATA
VIRGINIA WORKFORCE**

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

			MALE EMPLOYEES					FEMALE EMPLOYEES				
			MINORITY GROUPS					MINORITY GROUPS				
Line No.	Occupations (A)	Total Males (B)	African-American (C)	Asian-American (D)	American-Indian (E)	Hispanic (F)	Total Females (G)	African-American (H)	Asian-American (I)	American Indian (J)	Hispanic (K)	Total All Employees (L)
1.	Officials & Managers											
2.	Engineers											
3.	Professionals											
4.	Draftsmen											
5.	Technicians											
6.	Sales Workers											
7.	Office & Clerical											
8.	Craftsmen											
9.	Operators											
10.	Laborers											
11.	Service & Maintenance Workers											
12.	TOTAL:											
13.	Total Employment from previous report											

The data below shall also be included in the figures for the appropriate occupational categories above.

14.	Apprentices											
15.	On the job trainees											

If any of the following questions do not directly or indirectly apply to your firm, please indicate how so.

Organization, Staffing, & Training

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

1. Identify the person responsible for the administration of Title VI policies and procedures. Provide the name, position and title.

2. Has the Title VI representative participated in any form of training with specific reference to Title VI? If yes, describe and provide the date and location.

3. Describe your organization's staffing structure including the name, ethnicity, gender, title and very short job description. Provide an organizational chart. Note any changes anticipated for the upcoming year.

Complaints

1. List any discrimination complaints received during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the out of or resolution. If applicable, include a copy of the investigation report.

Public Involvement

1. What efforts are made to notify the public of meetings, workshops, special sessions, etc.?

2. What other efforts are made to ensure public participation?

3. Are accommodations for translation services or special needs included in notices to the public?

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

4. Does your company include minority media in all notification processes for public meetings or public review of agency documents? If yes, identify the media resources used by name.

5. Where are public meetings held? Are the meeting locations, times, day of week, and atmosphere conducive for public involvement (was consideration given to accessibility for persons with disabilities, not using religious facilities or funeral homes, schedule around traditional 9am – 5pm work hours)?

6. Are the meetings held where bus or rail service is provided? If no, explain.

7. Has your organization received any request for information in an alternative format such as Braille, Audio, or non-English? If yes, please discuss.

8. What is your process for providing access to persons whose primary language is not English?

9. Are limited English proficient persons made aware that they can receive

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

translation services at no cost to them? If yes, identify how.

10. Are persons traditionally underrepresented by transportation systems, such as low income or minority, actively sought out for involvement in processes?

11. Are contacts with minority groups or leaders used to identify information needs and planning/programming issues or concerns? If yes, identify those individuals contacted during the reporting period.

12. How does your organization gather data when assessing transportation needs, projects, and impacts? How is the data utilized to examine and evaluate the equitable distribution of benefits and burdens of transportation investments? Note: the emphasis here is on collecting and utilizing data that reflects community boundaries racial and ethnic make up, income levels, property taxes, community services, etc.

Americans with Disabilities Act

1. Are facilities and meeting areas fully accessible to the disabled?

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

2. Does your organization have a telecommunication device; teletypewriter (TTY) or does your organization promote the use of the Virginia Relay Service for communicating with individuals with impaired speech or hearing? If yes, fill in which device or service is used.

3. Is the TTY number posted on materials such as newsletters, websites, or other published materials?

Subcontracts

1. Did your organization award any subcontracts to assist with a VDOT contract during the reporting period? If yes, identify the following:
 - Total dollar amount of contracts awarded:
 - Total dollar amount awarded to DBE firms:
 - Total dollar amount awarded to WBE firms:

Environmental Justice

1. Has your organization received any training on environmental justice? If yes, provide a list of trainings, dates and locations.

2. Identify and discuss any environmental justice issues that arose during the reporting period.

3. Does your organization order or conduct Environmental Impact Studies? If yes,

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

provide a list of studies and locations completed in the last year.

4. Is your organization exploring innovative and proactive ways to improve and/or sustain working relationships with impacted communities including traditionally underserved communities?

Other

1. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes provide a copy of the letter identifying the review findings?

2. Identify all individuals by name and title that are anticipated to attend a Title VI compliance review.

I certify that the data given in this report is correct to the best of my knowledge. (Report has to be submitted with original signature, not a photocopy.)

**VIRGINIA DEPARTMENT OF TRANSPORTATION
TITLE VI EVALUATION REPORT**

Signature: _____
(Authorized Officer) (Title) (Date)

For Office Use Only:

Findings/Conclusions:

Compliance _____ Non-Compliance _____

Recommendations:

USDOT 1050.2 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.

Funding: _F_ (S=State F=Federal) Project No.: _00XX-000-000, P101_____
 Division: _____
 EOI Due Date: _____

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE/SWAM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE N = DBE/SWAM Firm Not Certified by DMBE
 NA = Firm Not Claiming DBE/SWAM Status
 YS = SWAM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.

SF030AF-0708

Reissued July 2008

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 workings days the award of any construction subcontract in excess of \$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As, used in this provision:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The

overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts

of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from Its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction

trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

<u>Economic Area</u>	<u>Goal (Percent)</u>
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA	19.3
.....	
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA	10.2
.....	
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties	12.0
.....	
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll;	
VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland;	
VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski;	
VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena Vista:	
VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg;	
VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro; WV Pendleton.	
022 Richmond, VA	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA	30.6
.....	
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell;	
VA Petersburg.	
6760 Richmond, VA	24.9
.....	
VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	
Non-SMSA Counties	27.9
.....	
VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline;	
VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA	
Greensville; VA Halifax; VA King and Queen; VA King William; VA	

Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023 Norfolk - Virginia Beach - Newport News VA:	
SMSA Counties:	
5680 Newport News- Hampton, VA	27.1
.....	
VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
5720 Norfolk - Virginia Beach - Portsmouth, VA - NC	26.6
.....	
NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	
Non-SMSA Counties	29.7
.....	
NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.	
Washington, DC:	
020 Washington, DC.	
SMSA Counties:	
8840 Washington, DC - MD - VA	28.0
.....	
DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.	
Non- SMSA Counties	25.2
.....	
MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	
Tennessee:	
052 Johnson City - Kingsport - Bristol, TN - VA	
SMSA Counties:	
3630 Johnson City - Kingsport -Bristol, TN-VA	2.6
.....	
TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott; VA Washington; VA Bristol.	

Non-SMSA Counties 3.2

.....
TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee;
VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV
McDowell;
WV Mercer.

Maryland:

019 Baltimore MD

Non-SMSA Counties 23.6

.....
MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD
Somerset;
MD Talbot; MD Wicomico; MD Worcester; VA Accomack; VA
Northampton.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

--DO NOT DETACH--

**THIS INFORMATION MUST BE SUBMITTED
WITH YOUR BID PROPOSAL IF YOUR BID DOES
NOT MEET THE PROJECT DBE REQUIREMENTS,
OR
WHEN REQUESTED BY VDOT**

CONTRACT I.D. NUMBER _____
PROJECT NUMBER _____
FHWA NUMBER _____
DISTRICT _____
DATE BID SUBMITTED _____
BIDDER'S NAME _____
SIGNATURE _____
TITLE _____
VENDOR NUMBER _____
DBE GOAL FROM BID PROPOSAL _____

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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BIDDER _____ SIGNATURE _____

TITLE _____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE BIDDER IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE BIDDER'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION**

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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BIDDER _____ SIGNATURE _____

TITLE _____

**ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE
BIDDER MADE AVAILABLE TO DBE FIRMS** (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH.

PROVIDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS FOR THE FIRMS LISTED ABOVE.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHICH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 110.04) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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BIDDER _____ SIGNATURE _____

TITLE _____

EFFORTS MADE TO ASSIST DBEs OBTAIN BONDING, LINES OF CREDIT, INSURANCE, ETC.

EFFORTS MADE TO PROVIDE INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT, INSURANCE, NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES, EXCLUDING SUPPLIES AND EQUIPMENT THE SUBCONTRACTOR PURCHASES OR LEASES FROM THE PRIME CONTRACTOR OR ITS AFFILIATES.

IDENTIFY THE DBEs ASSISTED, THE ASSISTANCE OFFERED, AND THE DATES OF SERVICES OFFERED AND PROVIDED. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

Charge District Office on the following business day.

Form C-49
12-16-04
Sheet 10 of 10

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE AND SWAM PAYMENT COMPLIANCE REPORT**

Page(s) _____ Of _____
(1a) Report No. _____
(1b) Period Ending _____

(2a) Federally Funded
 (2b) State Funded
 (2c) Order No. _____ **(2d)** Date of Execution _____
 (2e) Contractor/Subcontractor _____

(2f) _____ Route No. **(2g)** Project No. _____
(2h) Contract Id. No. _____
(2i) FHWA No _____ **(2j)** District _____

(3) DBE and SWAM Firm Name, Certification No.	(4) Tax I.D. No.	(5) DBE and SWAM Category	(6) Allowable Credit of Contract or Agreement	(7) Allowable Credit		(8) Disallowed Credit (VDOT Use Only)		(9) Type of Work (Indicate Item Numbers & Work Description)
				(7a) This Quarter	(7b) To Date	(8a) This Quarter	(8b) To Date	
Total Dollar Amount Paid by Quarter and To Date by DBE and SWAM Category			DMBE					
			DWBE					
			SBE					
			WBE					
			MBE					

All "amounts paid" to certified DBE and SWAM firms are to be reported and submitted by VDOT's quarterly submittal schedule. See Instructions.

I/WE certify under penalty of law that the information provided herein is accurate, current, and complete to the best of my/our Knowledge.

Signature and Title of Company Official _____ Date _____
 Print Name and Phone Number of Individual _____
 Completing Report _____

**VIRGINIA DEPARTMENT OF TRANSPORTATION
INSTRUCTIONS FOR
DBE/SWAM PAYMENT COMPLIANCE REPORT – C63**

The Prime Contractor is required to submit a DBE Payment Compliance Report and requested to submit payments made to Small, Women-owned, and Minority-owned (SWAM) Business Enterprises for the designated quarterly reporting period. All amounts paid to **certified** DBE and SWAM businesses are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of DBE and SWAM payments in response to monitoring and enforcement compliance reviews.

The instructions below correspond to each item on the report. Please follow the instructions.

- 1 a. Report No.** Indicate the number of the report you are sending in sequence. For example: If this is the second report you are submitting, enter Report No. 2.
- 1 b. Period Ending** Indicate the reporting period based on the Reporting Schedule listed in these instructions.
- 2a. Federally Funded** Indicate if contract is federally funded.
- 2b. State Funded** Indicate if contract is state funded.
- 2c. Order No.** Enter the “Call Order” number assigned to your project by VDOT
- 2d. Date of Execution** Enter the date the contract was executed by VDOT.
- 2e. Contractor/Subcontractor**
Enter your company’s name.
- 2f. Route No.** Enter the highway route number shown in your contract.
- 2g. Project No.** Enter the project number assigned to your project by VDOT.
- 2h. Contract Id. No.** Enter the contract identification number assigned to your project by VDOT.
- 2i. FHWA No.** Enter the FHWA number assigned to your project.
- 2j. District** Enter the District where the project under contract is located.
- 3. DBE and SWAM Firm Name, Certification No.**
Enter all DBE/SWAM subcontractors utilized and their certification number.

- 4. **Tax I.D. No.** Indicate the Federal Employer Identification No.

- 5. **DBE and SWAM Category** (As certified by the Virginia Department of Minority Business Enterprise)
 Designate type of DBE/SWAM business:
 DBE: DMBE – Disadvantaged Minority-owned Business
 DWBE – Disadvantaged Woman-owned Business

 SWAM: SBE – Small Business
 MBE – Minority-Owned Business
 WBE – Woman-Owned Business

- 6. **Allowable Credit of Contract or Agreement**
 Dollar value of contract or agreement to be performed by the DBE and SWAM during the contract or agreement which is allowable for participation credit.

- 7a. **Allowable Credit This Quarter** Dollar amount that can be credited for work performed in reporting quarter.

- 7b. **Allowable Credit To Date** Dollar amount that can be credited for work performed since work commenced.

- 8a. **Disallowed Credit This Quarter**
 Dollar amount of payment paid to DBE and SWAM that is NOT allowable for participation credit in reporting quarter.

- 8b. **Disallowed Credit To Date** Dollar amount of payment that is NOT allowable for participation credit since work commenced.

- 9. **Type of Work** (Indicate Item Numbers)
 State work item(s) performed and give description.

Effective July 1, 2007, All Form C-63s for a particular reporting period shall be submitted in an electronic format to the respective person in responsible charge in each District by the following dates of each calendar year.

REPORTING SCHEDULE

Quarter	Reporting Period	Date Due To Responsible VDOT Residency
1 st	July 1 – September 30	Five (5) working days after the reporting period
2nd	October 1 – December 31	Five (5) working days after the reporting period
3rd	January 1 – March 31	Five (5) working days after the reporting period
4th	April 1 – June 30	Five (5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the VDOT Responsible Charge District Office on the following business day.

INSTRUCTIONS FOR SAVING FORM C-63 DATA IN PDF FORMAT

Please be advised that the information that you have placed on the Form C-63 (PDF format) will not save to the file when you close the file. **To save your information while using the PDF format, you must use the correct procedures outlined below.**

** The following steps will describe the correct procedure for saving the data that you have placed on the PDF version of the Form C-63:

- Step #1** CLICK ON **“File”**
- Step #2** CLICK ON **“Save A Copy”**
- Step #3** CLICK ON **“Save A Blank Copy”**
- Step #4** ENTER your **“Firm Name”** as the File Name
- Step #5** ENTER the **“Order Number”** (see line 2c on Form C-63)
- Step #6** ENTER **Underscore (_)**
- Step #7** ENTER **“Report Number”** (see line 1a on Form C-63)
- Step #8** ENTER **“Quarter Ending”** (see line 1b on Form C-63)
- Step #9** ENTER the **“Year”** (last two digits only)
- Step #10** ENTER **“.pdf”** as the appropriate file ending

EXAMPLE:

Firm Name:	Vdot Construction Co.
Order No.:	A01
Report No.:	5
Quarter Ending:	1 st Quarter (Jul.1 – Sept. 30)
Year:	07

Using the information in the example, your file would be saved as:
vdotA01_050107.pdf

All services performed under ARRA funding will require special reporting as detailed below.

(c100jr3-0110)

ARRA PROJECT REQUIREMENTS – The Contractor is advised this project has been identified by the Department for advertisement, award and construction subject to criteria and conditions established under the American Recovery and Reinvestment Act of 2009 (ARRA). Standard Special Provisions and Special Provision Copied Notes used for federal-aid projects will remain the same under this Act with additional requirements as stated herein after.

The following additional requirements will apply to all projects receiving federal funding under the American Recovery and Reinvestment Act of 2009 (ARRA):

The prime Contractor will be required to submit via electronic media (supplied by the Department), the total number of company/firm employees used on the job site, in the project office, in the home office, or teleworked from an alternate location, the number of hours they worked, and the payroll of all persons who performed work on this project for each month of project duration. Payroll includes only wages, and does not include overhead or indirect costs. The prime Contractor also will be required to report the same information stated above with regard to the work performed by all subcontractors used on the job site, in the project office, in the home office, or teleworked from an alternate location, regardless of tier, during the month. This requirement does not apply to material suppliers. The Contractor will be required to file this report, as directed by the Department, no later than the 10th of each month.

The prime Contractor will be required to submit to the Department the total dollar amount paid to DBE firms on this contract for each calendar month of project duration. The Contractor will be required to file this report on Form C-68 with the appropriate District Civil Rights Manager, as directed by the Department, no later than the 5th day of the month for the preceding month's activity.

The reporting criteria will be mandatory upon the Contractor and any subcontractors and must be accomplished within the timeframe(s) and to the full extent requested. Incomplete reporting of requested information will not be tolerated and will be interpreted as failure to meet the requirements of this provision and, therefore, subject to the sanctions contained herein. Failure to meet these requirements will result in the Contractor being disqualified from bidding on any future contracts for a period of 6 months in accordance with the provisions of Section 102.08 of the Specifications and any other remedy applicable and available under law.

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 provides the U.S. Comptroller General and his representatives with the

authority to:

(1) to examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Additionally, Section 1515(a) of the ARRA provides authority for any representatives of the U.S. Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

State Requirement for ARRA projects

Executive Order 85 (2009) requires that all Contractors (prime) and subcontractors use the Virginia Workforce Connection (VWC) for the recruitment of all jobs created by the American Recovery and Reinvestment Act of 2009 (ARRA). The VWC is the state's official workforce development web site for employer vacancy listings. Attached are VEC instructions for posting jobs to this web site (Attachment A). For assistance from the Virginia Employment Commission (VEC), please call (804) 225-3116 or email at: StimulusJobs@vec.virginia.gov

Accountability for Proper Use of ARRA Funding

ARRA contains built-in measures to detect and prevent waste, fraud, or mismanagement of recovery/stimulus spending. ARRA provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice on site (Whistleblowers Rights Protection Poster) of the rights and remedies provided under this section of the Act.

Those protected include employees of non-federal employers receiving recovery funds, including State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

To be protected, the disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

In addition, the disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;

- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Additional information and poster details are available at:

<http://www.oig.dot.gov/whistleblower-protection>.

2-1-10 (SPCN)