



ARLINGTON VIRGINIA

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF RIDER CONTRACT

TO: KIMLEY-HORN & ASSOCIATES, INC.	DATE ISSUED:	<u>1/10/2024</u>
11400 COMMERCE PARK DRIVE, SUITE 400	CURRENT REFERENCE NO:	<u>24-DES-R-424</u>
RESTON, VIRGINIA 20191	CONTRACT TITLE:	<u>ARTBUS FEASIBILITY STUDY</u>

THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: COMMONWEALTH OF VIRGINIA DEPARTMENT OF RAIL & PUBLIC TRANSPORT (DRPT)

LEAD AGENCY CONTRACT NUMBER: 505-22-CC0012

EFFECTIVE DATE: 1/10/2024

EXPIRES: 7/11/2025

RENEWALS: TWO RENEWALS REMAINING

LIVING WAGE: N

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: PAUL ELMAN

VENDOR TEL. NO.: (703) 674-1378

EMAIL ADDRESS: PAUL.ELMAN@KIMLEY-HORN.COM

COUNTY CONTACT: DEMETRA MCBRIDE (DES-ENV)

COUNTY TEL. NO.: (703) 228-3612

COUNTY CONTACT EMAIL: DMCBRIDE@ARLINGTONVA.US



COMMONWEALTH of VIRGINIA

Jennifer DeBruhl
Director

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
600 EAST MAIN STREET, SUITE 2102
RICHMOND, VA 23219-2416

(804) 786-4440
FAX (804) 225-3752
Virginia Relay Center
800-828-1120 (TDD)

STANDARD CONTRACT

Contract Number: 505-22-CC0012

This contract entered into this 11th day of July 2022, by Kimley-Horn and Associates, Inc (KHA) hereinafter called the "Contractor" and Commonwealth of Virginia, Department of Rail and Public Transportation (DRPT) called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

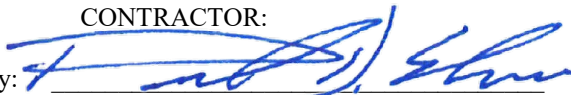
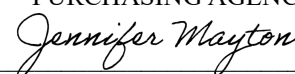
PERIOD OF PERFORMANCE: July 12, 2022 through July 11, 2025.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated February 14, 2022:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated March 24, 2022 and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.
- (4) The negotiated and accepted rates dated July 8, 2022.

The Contractor agrees to subcontract 25% of the contract to DSBSD-certified small businesses.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR: By: <u></u>	PURCHASING AGENCY: By: <u></u>
Title: <u>Senior Vice President</u>	Title: <u>Chief Administrative Officer</u>

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

KIMLEY-HORN AND ASSOCIATES, INC.

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)			
KIMLEY-HORN & ASSOC., INC. Rate Category	2023 Total Fixed Billable Rate	Rate Increase	FY 24 Total Fixed Billable Rate
		2.6%	
Senior Advisor	\$ 341.72	\$ 8.88	\$ 350.60
Discipline Leader	\$ 273.40	\$ 7.11	\$ 280.51
Principal Planner	\$ 237.77	\$ 6.18	\$ 243.95
Senior Technical Specialist	\$ 210.49	\$ 5.47	\$ 215.96
Senior Planner	\$ 184.08	\$ 4.79	\$ 188.87
Planner II	\$ 168.12	\$ 4.37	\$ 172.49
Planner I	\$ 134.80	\$ 3.50	\$ 138.30
Analyst II	\$ 126.93	\$ 3.30	\$ 130.23
Analyst I	\$ 112.75	\$ 2.93	\$ 115.68
Graphics & Communications Specialist	\$ 164.35	\$ 4.27	\$ 168.62
Administrative Specialist II	\$ 126.22	\$ 3.28	\$ 129.50
Administrative Specialist I	\$ 100.85	\$ 2.62	\$ 103.47

FOURSQUARE INTEGRATED TRANSPORTATION PLANNING

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)			
FOURSQUARE ITP Rate Category	2023 Total Fixed Billable Rate	Rate Increase	FY 24 Total Fixed Billable Rate
		2.6%	
Senior Advisor	\$ 296.60	\$ 7.71	\$ 304.31
Discipline Leader	\$ 197.75	\$ 5.14	\$ 202.89
Principal Planner	\$ 186.59	\$ 4.85	\$ 191.44
Senior Technical Specialist	\$ 162.64	\$ 4.23	\$ 166.87
Senior Planner	\$ 144.82	\$ 3.77	\$ 148.59
Planner II	\$ 127.09	\$ 3.30	\$ 130.39
Planner I	\$ 112.97	\$ 2.94	\$ 115.91
Analyst II	\$ 109.61	\$ 2.85	\$ 112.46
Analyst I	\$ 97.78	\$ 2.54	\$ 100.32
Graphics & Communications Specialist	\$ 102.83	\$ 2.67	\$ 105.50
Administrative Specialist II	\$ 89.50	\$ 2.33	\$ 91.83
Administrative Specialist I	\$ 85.82	\$ 2.23	\$ 88.05

HDR, INC.

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)			
HDR, INC. Rate Category	2023 Total Fixed Billable Rate	Rate Increase	FY 24 Total Fixed Billable Rate
		2.6%	
Senior Advisor	\$ 381.22	\$ 9.91	\$ 391.13
Principal Subject Matter Expert	\$ 359.61	\$ 9.35	\$ 368.96
Transit Subject Matter Expert	\$ 327.19	\$ 8.51	\$ 335.69
Discipline Leader	\$ 302.80	\$ 7.87	\$ 310.67
Senior Subject Matter Expert	\$ 220.22	\$ 5.73	\$ 225.94
Senior Technical Specialist	\$ 189.00	\$ 4.91	\$ 193.91
Administrative Specialist I	\$ 137.64	\$ 3.58	\$ 141.21
Planner II	\$ 121.94	\$ 3.17	\$ 125.12
Planner I	\$ 108.73	\$ 2.83	\$ 111.56
Analyst I	\$ 66.06	\$ 1.72	\$ 67.78

CENTER FOR TRANSPORTATION AND THE ENVIRONMENT (CTE)

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)				
CTE Rate Category	2023 Total Fixed Billable Rate	Rate Increase		FY 24 Total Fixed Billable Rate
		2.6%		
Senior Advisor	\$ 462.09	\$ 12.01	\$	\$ 474.10
Discipline Leader	\$ 242.77	\$ 6.31	\$	\$ 249.08
Principal Planner	\$ 170.76	\$ 4.44	\$	\$ 175.20
Senior Technical Specialist	\$ 173.19	\$ 4.50	\$	\$ 177.69
Senior Planner	\$ 145.67	\$ 3.79	\$	\$ 149.46
Planner II	\$ 137.56	\$ 3.58	\$	\$ 141.14
Analyst II	\$ 89.03	\$ 2.31	\$	\$ 91.34

WENDEL

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)				
WENDEL Rate Category	2023 Total Fixed Billable Rate	Rate Increase		FY 24 Total Fixed Billable Rate
		2.6%		
Senior Advisor	\$ 268.75	\$ 6.99	\$	\$ 275.74
Principal Planner	\$ 220.85	\$ 5.74	\$	\$ 226.59
Senior Technical Specialist	\$ 247.31	\$ 6.43	\$	\$ 253.74
Planner II	\$ 192.36	\$ 5.00	\$	\$ 197.36
Planner I	\$ 125.50	\$ 3.26	\$	\$ 128.76
Analyst I	\$ 62.44	\$ 1.62	\$	\$ 64.06

MACK GLOBAL

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)				
MACK GLOBAL Rate Category	2023 Total Fixed Billable Rate	Rate Increase		FY 24 Total Fixed Billable Rate
		2.6%		
Principal Planner	\$ 161.46	\$ 4.20	\$	\$ 165.66
Senior Technical Specialist	\$ 110.05	\$ 2.86	\$	\$ 112.91
Planner I	\$ 91.53	\$ 2.38	\$	\$ 93.91

VIRGINIA NAVIGATOR

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)				
VIRGINIA NAVIGATOR Rate Category	2023 Total Fixed Billable Rate	Rate Increase		FY 24 Total Fixed Billable Rate
		2.6%		
Graphics & Communications Specialist	\$ 37.42	\$ 0.97	\$	\$ 38.39
Executive Director	\$ 72.21	\$ 1.88	\$	\$ 74.09
Data Entry Specialist	\$ 29.01	\$ 0.75	\$	\$ 29.76
Deputy Director	\$ 58.38	\$ 1.52	\$	\$ 59.90
Content Manager	\$ 81.26	\$ 2.11	\$	\$ 83.37
Data Team Lead and Database Curator	\$ 37.42	\$ 0.97	\$	\$ 38.39
Technology Development	\$ 165.00	\$ 4.29	\$	\$ 169.29

EPR, P.C.

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)				
EPR, P.C. Rate Category	2023 Total Fixed Billable Rate	Rate Increase		FY 24 Total Fixed Billable Rate
		2.6%		
Senior Advisor	\$ 194.93	\$ 5.07		\$ 200.00
Principal Planner	\$ 185.63	\$ 4.83		\$ 190.46
Senior Technical Specialist	\$ 152.48	\$ 3.96		\$ 156.44
Senior Planner	\$ 140.65	\$ 3.66		\$ 144.31
Planner II	\$ 112.06	\$ 2.91		\$ 114.97
Planner I	\$ 66.19	\$ 1.72		\$ 67.91
Graphics & Communications Specialist	\$ 55.16	\$ 1.43		\$ 56.59
Senior Engineer	\$ 173.72	\$ 4.52		\$ 178.24
Engineer I	\$ 96.53	\$ 2.51		\$ 99.04

ARCADIS IBI GROUP

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)				
ARCADIS IBI GROUP Rate Category	2023 Total Fixed Billable Rate	Rate Increase		FY 24 Total Fixed Billable Rate
		2.6%		
Senior Advisor	\$ 257.00	\$ 6.68		\$ 263.68
Senior Technical Specialist	\$ 157.30	\$ 4.09		\$ 161.39
Senior Planner	\$ 111.77	\$ 2.91		\$ 114.68
Planner I	\$ 101.37	\$ 2.64		\$ 104.01
Analyst I	\$ 76.81	\$ 2.00		\$ 78.81

WBA

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)				
WBA Rate Category	2023 Total Fixed Billable Rate	Rate Increase		FY 24 Total Fixed Billable Rate
		2.6%		
Principal Planner	\$ 135.13	\$ 3.51		\$ 138.64
Discipline Leader	\$ 113.52	\$ 2.95		\$ 116.47
Senior Technical Specialist	\$ 110.82	\$ 2.88		\$ 113.70
Analyst II	\$ 87.13	\$ 2.27		\$ 89.40
Analyst I	\$ 74.34	\$ 1.93		\$ 76.27
Planner II	\$ 67.56	\$ 1.76		\$ 69.32
Planner I	\$ 60.82	\$ 1.58		\$ 62.40
Administrative Assistant II	\$ 53.40	\$ 1.39		\$ 54.79
Administrative Assistant I	\$ 50.59	\$ 1.32		\$ 51.91

TRILLIUM

DRPT Transit General Transit Planning Contract - Rates for July 2023 - June 2024 (FY 2024)				
TRILLIUM Rate Category	2023 Total Fixed Billable Rate	Rate Increase		FY 24 Total Fixed Billable Rate
		2.6%		
Principal	\$ 175.02	\$ 4.55		\$ 179.57
Website Developer	\$ 175.02	\$ 4.55		\$ 179.57
Consulting Manager	\$ 152.08	\$ 3.95		\$ 156.03
Support Manager	\$ 125.00	\$ 3.25		\$ 128.25
Lead Data Technician	\$ 91.00	\$ 2.37		\$ 93.37
Data Technician I	\$ 85.00	\$ 2.21		\$ 87.21

REQUEST FOR PROPOSAL

505-22-C0005

General Planning Consultant Services Contract for Transit Projects in Virginia

There will be a Mandatory pre-proposal conference for this solicitation. The pre proposal will be held via a teleconference using the GOTOWebinar service. The mandatory pre-proposal will be February 24, 2022 at 1pm EST. Step by step instructions on how to attend the meeting will be in an attachment after the RFP as well as in section VIII of this RFP.

Vendor Registration: In order to receive an award, the firm must be a registered Vendor with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.



Request for Proposal (RFP) Cover Sheet

RFP #: **505-22-CC0005**

Issue Date: **February 14, 2022**

Title: **General Planning Consultant Services Contract for Transit Projects in Virginia**

Commodity Code: **918-96 Transportation Consulting**

Issuing Agency: **Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219**

Initial Period of Contract: **Three years from date of award**

Proposals Will be received until: **March 22, 2022
3:00 p.m.**

All inquiries for information should be directed in writing to Melissa Myers, Procurement Officer at melissa.myers@drpt.virginia.gov. All questions must be received no later than March 1, 2022 at 3:30pm

Sealed proposals for furnishing the services described herein will be received until **3:00 p.m. Eastern time on March 24, 2022. All proposals must received via eVA. Instructions on how to do this are included in this RFP**

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

DSBSD-certified Small Business No. _____

Name And Address Of Firm:

Zip Code: _____

eVA Vendor ID or DUNS #: _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

Title: _____

Telephone Number: (____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

REQUEST FOR PROPOSAL

General Planning Consultant Services Contract for
Transit Projects in Virginia

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General Planning Consultant Services Contract for Transit Projects in Virginia (Transit GPC)

I. CONTRACT AMOUNT AND TERM

The initial contract term shall be for a period of three years, renewable for up to two successive one-year periods. The compensation of this contract is estimated to be \$15,000,000 (to be divided among qualified firms). The effective date of the contract will be determined at time of award.

II. PURPOSE

The Department of Rail and Public Transportation (DRPT), an agency of the Commonwealth of Virginia, is issuing this Request for Proposal (RFP) to solicit sealed proposals for the purchase of General Planning Consultant Services related to DRPT's transit and transportation demand management (TDM) programs, projects, and initiatives. **It is the intent of DRPT to award to multiple qualified firms.**

III. BACKGROUND

DRPT is an agency of the Commonwealth of Virginia created in 1992. DRPT's mission is to improve the mobility of people and goods while expanding transportation choices in the Commonwealth. DRPT consists of the Director's office and four divisions: (1) Public Transportation (2) Rail (3) Finance and (4) Administration.

The Public Transportation Division assists 39 public transit agencies, 50 human service providers and 16 commuter assistance programs that combined carry nearly 700,000 Virginians to work every day in something other than their own cars. Transit demand management (TDM) services are provided through a unique partnership between DRPT, local governments, Metropolitan Planning Organizations, regional planning commissions, Transportation Management Associations (TMAs) and the Virginia Department of Transportation (VDOT). DRPT also provides technical and financial support to local commuter assistance agencies through grant programs, research, training, and marketing assistance. DRPT also operates the statewide Telework!VA program that promotes telework and provides resources and technical assistance to businesses in Virginia to start or expand telework policies for their employees.

DRPT's Rail Division assists passenger rail operations, freight rail operations, planning and special projects. Passenger and freight rail operations involve coordinating with both public and private entities to enhance rail operations, planning and development. Rail Planning involves providing input on state and federal rail policy and regulations, track abandonment, freight and passenger rail feasibility analysis, identification of freight rail needs, and updates to state rail studies, maps and plans. Rail special projects include demand analysis for passenger rail studies, rail capacity analysis, and coordinating with local and regional transportation authorities on rail modeling issues and intermodal studies.

The Finance and Administration Division is responsible for administering agency funds that empower our grantees to deliver efficient, effective transportation services. DRPT has a complex accounting environment utilizing 15 funds to account for 2000 open grants and projects involving the activities of approximately 75 grantees. DRPT is a funding and technical assistance participant in projects that combine federal, state, and local funding.

IV. STATEMENT OF NEEDS

The scope of work to be provided under this contract may cover the full range of activities required by federal, state, regional and local processes for public transportation and commuter assistance planning and projects. These activities include: project feasibility/identification, environmental analysis, public participation, marketing, research, surveying, financial planning, strategic planning/capital investment planning, operations planning and analysis, project/program evaluation, performance measurement, safety and security, short-range plan and program development, compliance with FTA rules and regulations, technical assistance to implement TDM programs, and training and technology/Intelligent Transportation Systems (ITS).

Potential Services to be provided for Transit and Commuter Assistance Programs

1. **Local, Regional, and Statewide Planning** – Conduct planning studies for rail and bus transit and congestion management projects as directed that meet federal, state, regional, and local processes. Develop demand or market forecasts including utilizing transportation forecasting models when required. Develop alternatives for analysis and capital cost estimates necessary to support planning studies. Develop operating scenarios utilizing operational models and other tools and estimate operating costs and revenues. Products may include feasibility studies, transit system redesigns, transit ridership estimation and modeling, transit service design guidelines, system governance studies, fleet electrification studies, transit development plans, transit strategic plans, commuter assistance program strategic plans, statewide vanpool program planning, transit asset management plans, and public transportation agency safety plans. This could include preparing updates to the above plans to identify needs and required resources for modifying/enhancing services, and to provide a basis for evaluating funding requests.
2. **TDM Technical Assistance** – DRPT operates the statewide Telework!VA, Commute!VA, Vanpool!VA, Transit!VA, and Bike!VA programs. For the Telework!VA program, technical assistance is needed to provide direct assistance to employers to help them implement telework programs and track and report efforts. The Commute!VA program will need continuation of a system service for ridematching, trip planning, commute options information, rewards, and reporting. DRPT may need assistance through the Vanpool!VA program to form vanpools, increase vanpool ridership, and assistance with vanpool data collection and NTD reporting. Other TDM assistance may include development of an employer transit/vanpool direct or pre-tax benefit toolkit and assisting employers develop transit and vanpool benefit programs, and assisting DRPT with the operations of a statewide Guaranteed/Emergency Ride Home program trip validation and approval, and ride arrangements.
3. **Program Management and Evaluation** – Assist DRPT in the management and implementation of transit, human service, and commuter assistance programs. Develop and implement evaluation programs that track performance metrics and analyze the effectiveness and outcomes of DRPT programs and projects. Develop methodologies for project prioritization based on quantifiable metrics and outcomes. Assist DRPT with review and implementation of TDM benefit models to calculate and evaluate societal benefits (greenhouse gas emissions reductions, greater mobility, improved road safety, traffic delay reductions, improved transportation system performance), vehicle trip reduction, vehicle miles traveled reduction, increase in transit ridership, emission reduction of NOx and VOC, fuel consumption reduction, commuter cost savings, and program cost/benefit analysis.
4. **Environmental Analysis** – Recipients of federal funds must ensure that projects are in compliance with all environmental laws regardless of which federal agency authorizes the funding (i.e., Federal Transit Administration or Federal Highway Administration). The consultant team must be able to conduct and prepare, in whole or in part, National Historic Preservation Act of 1966 Section 106 reviews,

evaluations, and consultations; and categorical exclusions, environmental assessments, environmental impact statements, and alternatives analyses as required by the National Environmental Policy Act (NEPA) as amended (42 U.S.C. § 4321 *et seq.* and 23 C.F.R. pt. 771).

5. **Public Participation** – Establish and implement comprehensive public participation programs and outreach activities for planning studies and projects that meet the requirements of federal, state, regional and local processes.
6. **Research and Surveying** – Conduct statewide or regional market research and consumer surveying to measure the performance and evaluate transit and TDM/Commuter Assistance programs and services in the Commonwealth, and collect data on various aspects of transportation. Such aspects could include: commute mode split; program awareness; satisfaction with transit or commuter assistance services; origin and destination surveys; measurement of vanpooling, carpooling and teleworking; reasons for mode choice; likelihood of use of new services; employer surveys to obtain transit/vanpool benefit adoption, employee use and trip reduction, and telework implementation, employee use and trip reduction; and observed effects of transit system improvements on transit ridership and congestion mitigation.
7. **Financial Planning and Analysis** - Conduct financial studies as directed. Evaluate capital, operating, and maintenance funding sources and options, including various financing tools. Develop project expenditure and cash flow forecasts. Assist recipients in the development of Cost allocation plans / Indirect Cost Rate plans, meeting the requirements of FTA guidelines.
8. **Strategic Planning/Capital Investment Planning** – Assist in the development of strategic and/or capital investment plans for DRPT and other authorized users as directed. Such projects could include analysis of statewide and local capital needs, making recommendations on state funding program parameters, and identifying ways that transit service partners throughout the state can use federal, state, and local funding sources strategically to accomplish goals.
9. **Operations Planning and Analysis** – Review and conduct comprehensive operations analysis and planning and analysis for DRPT and other authorized users as directed. Develop demand or market forecasts including utilizing transportation forecasting models when required. Develop operating scenarios utilizing operational models and other tools and estimate operating costs and revenues. Assist DRPT in updating Coordinated Human Service Plans. Assist DRPT and/or partner agencies with commuter assistance program operations analysis.
10. **Technology/ITS** – Assist DRPT in the evaluation of technology products and systems designed to improve the efficiency and effectiveness of DRPT and other authorized users, including various Information Technology solutions and Intelligent Transportation Systems. Provide service planning, feasibility studies, and marketing support for implementation of transit technology products and services. Examples may include microtransit or on-demand services, driver assistance systems, integrated fare payment, real-time traveler information systems, low speed automated vehicles, and smart yard technologies.
11. **Data Development, Analysis, Maintenance, and Visualization** – DRPT has a number of ongoing activities that utilize the existing GPC contract. These include, but are not limited to: TransAM for asset management, TBEST for transit service planning and ridership estimation, the creation and maintenance of GTFS feeds, and leveraging the statewide Streetlight contract for transit and TDM-related planning analyses. Activities under this task could include assisting with the development, analysis, and maintenance of in-house data and databases, including geospatial data, GTFS data, ridership data, TAM asset inventory, and survey data. Assist DRPT in maintaining datasets for transit and TDM (vanpool,

telework, employer-based TDM, etc.) data using tools including, but not limited to, ArcGIS products and Socrata. Assist DRPT partners with creating, collecting, or maintaining data as needed. Provide GIS developer expertise to build and maintain tools and plug-ins to support project evaluation for statewide processes. Develop and maintain platforms such as one-call one-click information centers, integrated fare payment platforms, and transit data sharing exchanges. Create informative data visualizations for internal and external consumption using platforms such as Microsoft Power BI, Tableau, and/or others.

12. **Marketing and Promotion** – Develop, produce and implement marketing and promotion of transit and commuter assistance programs and services.
13. **Training** – Assist with developing training materials and conducting training courses for DRPT and other authorized users that are related to DRPT programs and industry-specific issues. Products may include training on transit planning activities such as transit service planning, scenario planning, facilities and operations planning, and capital budgeting; civil rights or DBE requirements; grant writing; and federal programs and funding opportunities.
14. **Compliance with FTA rules and regulations** – Assist DRPT in development of procurement policies and procedures, incorporating FTA and VA requirements. Assist DRPT and recipients with implementation of FTA Civil Rights requirements. Conduct triennial compliance reviews for FTA Section 5310, 5311 and 5339 sub-recipients.
15. **WMATA Oversight** - Assist DRPT in overseeing requirements of Washington Metropolitan Area Transit Authority (WMATA) dedicated funding legislation and Commonwealth Transportation Board (CTB) policy. The legislation and policy require WMATA to justify and document operating subsidy increases as legislative exclusions above three percent annually. DRPT is required to independently verify each exclusion. Assist with independent verification.

Potential Services to be provided for State Safety Oversight:

A. Conflict of Interest Provision(s)

49 C.F.R. 674.41(c): “A contractor may not provide services to both a State Safety Oversight Agency (SSOA) and a rail fixed guideway public transportation system (RFGPTS) under the oversight of that SSOA, unless the Administrator has issued a waiver of this prohibition.”

DRPT SSPS §1.5, bullet 5: DRPT SSOA “...Does not contract with any individual or entity for services that also provides services to the RFGPTS that DRPT Rail SSO oversees...”

B. Scope of Services

Background

The Hampton Roads Transit (HRT) TIDE light rail system opened for passenger service on August 19, 2011. DRPT, the designated State Safety Oversight (SSO) agency, is responsible for the oversight of the safety and security of the rail system. DRPT has requested ongoing consulting support in order to fulfill SSO responsibilities, including engineering, program, and project support. Ongoing support will be tailored to meet the 49 CFR 674 certified DRPT State Safety Oversight Program implementation. The Scope of Services outlined below reflects the services that DRPT expects will be needed over the life of the task order, January 1, 2022 through December 31, 2022.

1. Review and approval of HRT's required program documents. DRPT is required to review and approve documents related to HRT's safety, security and emergency preparedness plans. The contractor will provide assistance reviewing and approving HRT TIDE documents including, but not limited to, the following:

- a. Public Transportation Agency Safety Plan (PTASP)
- b. Security and Emergency Preparedness Plan (SEPP)
- c. Accident/Incident Investigation Policy and Procedures (HRT SAF-100)

The contractor should be prepared to provide technical assistance in the review and comment on these program documents. If any of these documents are rejected, the contractor should be prepared to work with DRPT and HRT to resolve compliance issues surrounding these documents. This assistance could include contractor participation in meetings and workshops with DRPT and HRT, which could require travel to the Norfolk area.

Deliverable(s): The contractor will complete its review of HRT's safety, security and emergency preparedness plans using the checklists contained in the DRPT System Safety Program Standard (SSPS). The contractor will complete the review of the Accident Investigation Policy and provide DRPT with detailed documentation of the review with any comments. Completed checklists and review documentation will be provided to DRPT SSO within 30 days of the receipt of the documents, unless otherwise coordinated between DRPT and the contractor.

2. Conducting on-site or virtual safety and security audits at HRT TIDE. DRPT is required to conduct an audit of the implementation of each of the elements of the HRT PTASP and SEPP at least once every three years. For each audit, the contractor will provide DRPT with support during the audit process, including the following:

- d. Pre-audit data and information gathering,
- e. Scheduling the audit,
- f. Holding an opening meeting,
- g. Conducting the audit,
- h. Conduct document and records review,
- i. Holding a closing meeting,
- j. Developing a draft report for review and comment internally by DRPT,
- k. Transmitting the draft report to HRT for review and comment,
- l. Reviewing and revising the draft report,
- m. Transmitting the final report to HRT,
- n. Reviewing and approving proposed CAPs in response to findings contained in the report, and
- o. Monitoring and verifying CAP status and implementation.

Deliverable(s): The contractor will:

- Prepare a document request to be delivered to HRT no less than 60 days prior to the audit.
- Develop checklists to be used to guide the audit process, and provide these to DRPT no less than 30 days prior to the audit.
- Conduct of Preparatory meetings/conference calls with DRPT SSO Staff.
- Develop a preliminary list of findings within one week of the conclusion of the audit.
- Develop a draft report within 30 days of the end of the audit.
- Develop a final report within 60 days of the end of the audit.

3. Managing the review, approval, and closure of corrective action plans. DRPT requires HRT to develop CAPs to minimize, control, or eliminate safety deficiencies and other identified safety- or security-related issues. DRPT is responsible for reviewing and approving CAPs generated as a result of findings from the DRPT three-year audit process and the accident/incident investigation process, and must ensure that HRT has a process to develop, track, and implement CAPs. A proper CAP should 1) describe all activities to be engaged by HRT in response to the finding; 2) identify the individual(s) responsible for its implementation; and 3) establish a target date for CAP implementation and completion. The contractor should be prepared to assist DRPT with the following CAP-related activities:

- a. Reviewing proposed HRT CAPs and either approving or rejecting them.
- b. Ensuring that HRT is tracking and monitoring CAP implementation.
- c. Verifying the completion of CAPs through document review or field review, as needed.

Deliverable(s): The contractor will review and comment on HRT CAPs using the DRPT Comments Form. The contractor will provide written comments to DRPT within a timeframe agreed upon by both parties.

4. Conducting or assisting with accident investigation to also include accident investigations conducted by the National Transportation Safety Board (NTSB) concerning HRT TIDE; managing the review, adoption and approval of HRT TIDE accident investigation reports. DRPT is responsible for the investigation of accidents and incidents meeting thresholds specified in the SSPS. DRPT generally “deputizes” HRT to investigate accidents and incidents on behalf of DRPT, and then DRPT must “adopt” the HRT investigation as its own. DRPT may also elect to investigate an accident or incident on its own, and may also become involved in an investigation in coordination with HRT. In the event of a severe accident involving multiple casualties and/or major property damage, the NTSB may choose to lead the investigation. The contractor should be prepared to assist in the accident/incident investigation process through the following activities:

- a. Monitoring and reviewing accident investigation activities conducted by HRT.
- b. Conducting on-site investigation activities (physical inspections, data and records review, interview employees, witnesses, and other industry recognized accident investigation tasks).
- c. Participate as a party member of a National Transportation Safety Board (NTSB) subgroup or as a technical advisor in the event of an NTSB investigation.
- d. Prepare interim accident investigation status reports and final investigation reports.
- e. Provide additional assistance as directed by DRPT, to fulfill the accident investigation requirements outlined in the SSPS.

Deliverable(s): The contractor will prepare any required investigation reports in support of an accident/incident investigation in accordance with timelines established by DRPT. The contractor will review and comment on accident/incident investigation reports developed by HRT, and will provide written comments to DRPT within 30 days of receipt of the investigation report(s), unless otherwise coordinated between DRPT SSO and the contractor.

5. Managing the review of HRT TIDE hazardous condition reports and assisting with trend analysis. DRPT requires HRT to have a Hazard Management program to ensure that the transit agency identifies, analyzes, mitigates, and tracks hazards before they become more serious problems. The contractor should be prepared to assist DRPT in overseeing of the HRT Hazard Management program, including the investigation of hazards meeting certain probability and severity thresholds, receiving and reviewing reports of hazardous conditions, and gathering data and information needed to analyze any reported hazards. The contractor may also assist by:

- a. Monitoring and reviewing any hazard investigation activities conducted by HRT, and identifying any recurring trends.

- b. Conducting actual on-site/virtual hazard investigation activities (such as performing physical inspections; reviewing relevant data and records; interviewing individuals responsible for reporting certain hazardous conditions, and so on).
- c. Preparing both interim investigation status reports and final hazard investigation reports.
- d. Providing additional assistance as directed by DPRT, in support of hazard identification, analysis, and mitigation.

Deliverable(s): As needed, the contractor will review and comment on HRT hazard investigation reports. The contractor will use the DRPT Comments form to make such written comments, and will provide any comments to DRPT within 30 days of receipt of the hazard report from HRT.

6. Assisting in all safety certification activities of major capital projects underway at HRT.

HRT is required to use the safety certification process to ensure that all major capital projects are safe prior to entering the operations and maintenance phase. This includes ensuring that all hazards identified during design, construction, and testing have been appropriately addressed, and that all safety-critical items have been completed for all project phases. The contractor should be prepared to assist DRPT in overseeing the safety certification process for major capital projects through the following activities:

- Reviewing certifiable items lists (CILs)
- Reviewing preliminary and operational hazard analyses (PHA and OHA)
- Reviewing threat and vulnerability assessments (TVA)
- Reviewing the completion of CIL items during all project phases
- Reviewing the Safety and Security Certification Verification Report (SSCVR)
- Planning and executing pre-revenue service reviews to ensure projects are safe for revenue operations

Deliverable(s): As needed, the contractor will prepare written comments on received project documents indicated above within 30 days of receipt. Upon completion of the pre-revenue service review, the contractor will develop an interim report detailing findings and unfinished items within two weeks of the completion of the on-site review. As revenue service approaches, the contractor will produce a final report documenting all progress made in addressing previously-identified findings and unfinished items.

7. Internal safety and security audit support. DRPT requires that HRT implement an Internal Safety and Security Audit (ISSA) program as a mechanism to verify compliance with the HRT PTASP and SEPP. Each PTASP and SEPP element must be reviewed internally at least once every three years. ISSA findings must be provided to DRPT for review. The contractor should be prepared to provide additional support for the ISSA program, including:

- a. Observation of internal audits.
- b. Verification of internal audit process requirements, including checklists, schedules, findings, and Corrective Action Plans (CAPs).

HRT may elect to conduct ISSAs simultaneously to audits by DRPT. In such cases, the contractor should be prepared to ensure that the transit agency adheres to the ISSA program requirements.

Deliverable(s): The contractor will review and comment on internal audit materials received from HRT, including individual audit reports. If necessary, the contractor will use the DRPT Comments Form to provide written comments, and will provide these comments to DRPT within 30 days of receipt of the audit report.

8. Managing the day-to-day activities related to the DRPT state safety oversight program. The contractor should be is prepare to assist DRPT in managing the everyday program activities, including, but not limited to:

- a. Maintenance of the DRPT SSO program database.
- b. Preparation and transmittal of correspondence(s) between DRPT and external parties such as HRT and FTA. Including transmitting/submitting to external parties on the SSO Administrator's behalf.
- c. Being designated as an Alternate Contact for HRT notifications and correspondences with DRPT SSO.
- d. Assisting in the review and revision of the DRPT Safety and Security Program Standard (SSPS) and associated documents.
- e. Assisting with interpreting and/or responding to any state or federal regulatory and statutory requirements, notice of proposed rule(s), assessments or requests for information.
- f. Activities already detailed in this scope of work.

Deliverables: Deliverables will be dependent on the activity. Deadlines for deliverables will be negotiated and agreed upon by both parties.

9. Reporting to FTA and RTA Board of Directors. Each year, DRPT must upload, update and submit an annual report to Federal Transit Administration's (FTA's) Annual Report web portal. This report must be completed by all SSO Agencies. The report includes SSO program management information, such as hours devoted to SSO program activities, training, and contractor resources. It also contains performance metrics of accident/incident investigations, hazards, and corrective action plans, and documents the fulfillment of all of the annual program plan review and approval requirements, as well as internal safety and security audit requirements. The contractor should be prepared to assist DRPT in completing the annual report. DRPT SSO will ensure the contractor(s) have the appropriate access to the FTA State Safety Oversight Reporting Tool (SSOR). Additionally, each year, DRPT must provide a report on the year's SSO activities to the RTA Board of Directors on or before December 31st of the year being reported.

Deliverable(s): The contractor will assist in the completion of all required work on the FTA Annual Report no less than two weeks prior to the due date specified by FTA allowing adequate time for review by DRPT. All report material will be uploaded to the SSOR web portal. The contractor will assist with the RTA Board of Directors report by generating a written report that will be provided to Commissioners as well as a presentation that will summarize the written report. Content and format of the written report and accompanying presentations will be determined by the SSOA Administrator with consultation from the consultant and will be based on the reporting years activities.

10. SSO technical training support. Under MAP-21, SSO agencies must have personnel that have all of the competencies FTA has deemed necessary to perform effective oversight of rail fixed guideway transit systems like the HRT TIDE. The contractor should be prepared to provide technical training to SSO personnel in all areas of the SSO program, from safety management to technical disciplines like signals and train control systems.

Deliverable(s): For each required technical training topic, the contractor will prepare and deliver a written training curriculum and any needed supporting materials to help DRPT SSO staff gain knowledge and competency in these areas. Within 45 days of assignment, the contractor will develop training materials and work with DRPT to administer the training. The contractor will update and prepare the Technical Training Plan (TTP) for submission to the FTA, if requested.

11. Provide subject matter expertise. The contractor will provide technical/engineering support to DRPT as required in order to analyze potential safety or security impacts, including, not necessarily limited to:

- a. Observing work practice and employee performance during system operations.
- b. Analyzing HRT technical documents for compliance with applicable standards, and for potential hazards.
- c. Sampling and inspecting select system components to verify their proper maintenance.
- d. Reviewing operations and maintenance records.

Deliverable(s): The contractor will provide written comments, reports, and other inputs on an as-needed basis related to the technical transit disciplines. The contractor will also review and comment, as needed, on work practice and employee performance; HRT technical documents; maintenance of system components; and operations and maintenance records, using the DRPT Comments Form. The contractor will provide inputs to DRPT within 30 days of receipt of a particular engineering/technical support review task.

12. Review proposed legislation, regulations, and rulemaking impacting the DRPT SSO program. The passage of MAP-21 has resulted in the promulgation of numerous new draft regulations affecting SSO programs, including, but not limited to training and certification requirements for SSO staff and contractors; new SSO program requirements, a National Safety Plan, and Transit Asset Management. The contractor will provide review and technical assistance to DRPT for all proposed and final, legislation, regulations, and rulemaking impacting the DRPT SSO program.

Deliverable(s): The contractor will prepare written summaries of any new legislation, regulations, or rules that impact DRPT's SSO program within 30 days of publishing. The contractor will also assist DRPT in preparing written comments as part of the public comment process, and is prepared to submit DRPT's comments to FTA on their behalf.

13. Meetings, conference calls, and other on-site/virtual activity support. The contractor should be prepared to assist DRPT SSO in facilitating conference calls, meetings and other on-site/virtual activities including but not limited to:

- a. Regular DRPT/HRT SSO coordination meetings. These may be held either monthly or quarterly, depending on the volume or ongoing SSO activity.
- b. Other DRPT or HRT meetings, as needed. These may include, but not be limited to:
 1. Operations Safety and Security Committee meetings;
 2. Rail Safety Committee meetings;
 3. Safety Management System Committee;
 4. Emergency Drills and Exercises;
 5. Fire/Life Safety meetings.

Deliverable(s): The contractor will take minutes and/or provide written summaries of meetings attended to DRPT within 30 days of the meeting or other on-site/virtual activity. The contractor will format minutes and meeting summaries in accordance with DRPT requirements.

14. Implement the Inspection Program and Rule Compliance checks at HRT. The contractor will assist in preparing and implementing an inspection and rule compliance program at HRT as is required under the 674 certified Program Standard. The inspection program will be designed to inspect of all aspects of the HRT Tide light rail system to include, but not limited to:

- Tide Track,

- Power and Signal Systems,
- Light Rail Vehicle Maintenance,
- Tide Operations Control Center operations,
- Fitness for Duty,
- Roadway Worker Protections and Track Access, and
- Rules Compliance.

The inspection program will consist of 3 announced or unannounced inspections and 3 rule compliance checks. Rules Compliance checks will not be as rigorous as inspections. Rules Compliance checks will cover HRT Tide operating rules outlined in the HRT Rail Operations Rulebook, as well as, applicable Tide Standard Operating Procedures (SOPs). Inspections and rule compliance checks will be documented and reported to the HRT Chief Safety and Security Officer (CSSO). Observations rising to the level of immediate safety risk will be communicated the CSSO for immediate action.

Deliverable(s): The contractor will create and document a regimented inspection program to include procedures and checklists for conducting inspections and rule compliance checks. The procedures will outline how DRPT communicates and coordinates with HRT for announced inspections as well as how DRPT will conduct unannounced inspections. Further procedures will detail how inspections will be conducted per the inspection areas mentioned above. The contractor will provide relevant subject matter experts for inspections mentioned above, as well as provide assistance for rule compliance checks along the Tide system. All documentation will be in accordance with DRPT requirements. The contractor will provide additional assistance relevant to the inspection program and rule compliance checks as directed by DRPT.

NOTE: Due to the on-going COVID-19 global pandemic, the inspection program has been suspended in 2019 for safety reasons. While we are unsure of the status of the pandemic, vaccine(s) and therapeutics going into 2021, the contractor will coordinate with DRPT SSO to implement the inspection program based on the on-going conditions and status of the pandemic throughout 2021.

C. Travel

Contractor personnel will be available to travel to Norfolk or Richmond Virginia, as well as Washington DC, for various meetings and other activities, as required by DRPT. Any required travel will be conducted in accordance with applicable Virginia state travel regulations.

NOTE: Due to the on-going COVID-19 global pandemic, travel will be subject to the status of the COVID-19 pandemic throughout 2021 and any contractor, or DRPT agency travel restrictions. Any potential travel will be reviewed and coordinated between the contractor and DRPT.

D. Other Deliverables

a. Bimonthly Invoices

The consultant will submit billing invoices bimonthly (every two months) to DRPT for review and approval.

b. Other Deliverables, As Required

As required by DRPT, the contractor will provide other deliverables relative to the fulfillment of the items describe in the Scope of Services above, including, but not limited to, paperwork, briefings, and reports.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

PROPOSED PROCUREMENT SCHEDULE:

Issue Date of RFP	February 14, 2022
Pre-Proposal Conference	February 24, 2022 at 1:00pm EST
Deadline for receipt of Proposals	March 24, 2022 at 3:00pm EST
Oral Presentations (if needed)	Week of May 9, 2022 **
Negotiations	Week of May 23, 2022 **
Proposed Contract Award	May 31, 2022 **
** These dates may change	

GENERAL REQUIREMENTS

1. In order to be considered for selection, Offerors must submit a complete sealed electronic response to this RFP. RFP must be submitted electronically using eVA. <https://eva.virginia.gov/index.html> If you are not registered in eVA, you must do so in order to submit a proposal and have a contract with the state of Virginia.

Proposals must be received in eVA by March 24, 2022 at 3pm.

1. Electronic Proposal Preparation

- A. Proposals shall be electronically signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the DRPT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the DRPT at its discretion.
- B. Proposals should be organized in the order in which the requirements are presented and follow the requirements in Section 2: Specific Proposal Requirements of this RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- C. Proposals should be prepared simply and economically, providing straightforward concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each tab must be submitted separately as an attachment in eVA. Each attachment can be no more than 60MB. You can submit up to five attachments at a time and as many as necessary. Elaborate brochures and other representations beyond that

sufficient to present a complete and effective proposal are neither required nor desired. Proposals should use a font size of 12 (or larger) and have no less than ¾” margins. **No proposal, in its entirety, should exceed 100 pages one-sided.**

- D. Proprietary information must be clearly marked as proprietary prior to submittal. If the Offeror wishes to submit a version of the proposal that has proprietary information redacted, the redacted version must be submitted as a separate tab at the end and marked clearly and must redact all proprietary information. Section numbers which are redacted must be identified as follows: Example: Section 3, paragraph B: “Redacted.” The Offeror is responsible for ensuring that the redacted version of the proposal is carefully edited, altered, and refined in order to protect and maintain complete confidentiality of protected information.

In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific program objectives outlined in the Statement of Needs.

DRPT reserves the right to ask any Offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which DRPT deems desirable, and does not affect quality, quantity, price or delivery.

2. SPECIFIC PROPOSAL REQUIREMENTS

Proposals must be as thorough and detailed as possible so that DRPT may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete.

Proposals shall be binding upon the Offeror for 120 days following the proposal due date. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Every effort will be made by DRPT to provide status information during the selection process.

RFP Cover Sheet – The RFP Cover Sheet which is page two of this RFP shall be completely filled out and signed as required.

State Corporation Commission (SCC) Identification Number – See Attachment B - Special Terms and Conditions for the SCC Identification Number reporting requirement.

Tab 1 Understanding of Work and Plan for Providing Services – The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from DRPT. The Offeror must also describe the management procedures it will follow to oversee work by its personnel and work by subcontractors on multiple purchase orders simultaneously.

Tab 2 Experience and Qualifications – The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Statement of Needs. The key personnel who could be assigned to these various tasks must be identified. The Offeror must demonstrate that it has sufficient personnel with the various types of skills needed to staff the purchase orders when needed. The Offeror shall provide all of the following information concerning its company, subcontractor and personnel qualifications.

- A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.
- B. A list of the key personnel including subcontractors who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.
- C. A list of references to include name, address, telephone number, email address, project, and dollar amount of project.
- D. A Certificate of Insurance with at least the minimum amount of coverage cited in the Insurance clause in Attachment A - Required General Terms and Conditions of the RFP.

Tab 3 Virginia Department of Minority Business Enterprise (DSBSD) Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWAM) Participation – The Offeror shall indicate the percentage of DSBSD SWAM participation and specify the types of work to be performed by DSBSD SWAM subcontractors. In order to be considered for the selection of this RFP, the Offeror must include Attachment C - Small Business Subcontracting Plan in each copy of the proposal.

- A. If the Offeror on the contract is a DSBSD-certified small business, the Offeror shall indicate such in Section A of Attachment C. This shall include DSBSD-certified women-owned and minority-owned businesses that meet the small business definition and have received the DSBSD small-business certification.
- B. If the Offeror is not a DSBSD-certified small business, the Offeror is required to identify the portions of the contract the Offeror plans to subcontract to DSBSD-certified small business by completing and returning Section B of Attachment C.
- C. If the Offeror is not a DSBSD-certified small business and cannot practicably subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation, the non DSBSD-certified Offeror must document on Attachment C, section C, past efforts made to provide subcontracting opportunities to DSBSD-certified small businesses for other contracts within the past 24 months.

All DSBSD SWAM Offerors or subcontractors must be certified with DSBSD. If the Offeror or subcontractor is not certified, they must demonstrate that they are eligible to be certified, and must receive such certification prior to the solicitation due date. DSBSD can be contacted at (804) 786-5560. The DSBSD SWAM goal for this contract is 15 percent. If the prime Offeror is DSBSD SWAM certified, they will receive full credit for planned involvement.

Tab 4 Contact Person – The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or subcontractor involved in the proposal.

Tab 5 Staffing and Pricing Plan – Offerors shall identify all staff positions by person and **actual** hourly rates (base rate, overhead and profit listed separately along with the total rate) in Attachment D - Price Schedule for the 12 potential services described in the Statement of Needs, and listed pursuant to Tab 2 to be fully loaded with all direct salaries and general overhead. Final pricing/rates will be addressed

in the negotiation phase. Transportation costs, travel, and per diem rates must not be included in determining the fixed billable hourly rates. Proposals must provide for a diversity of team members and hourly rates, given the varied nature of the potential work assignments under this contract.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA - Multiple Offerors will be qualified and selected by DRPT’s Selection Committee based on the following weighted criteria:

<u>FOR SERVICES</u>	<u>POINT VALUE</u>
1. Project management and communication experience and/or quality of previous project management services rendered (including ability to complete task orders on time and within budget, proper invoicing, and Quality Assurance / Quality Control procedures)	10 points
2. Experience with development of major capital transit projects, NEPA, multimodal corridor studies, and transit operations planning and analysis	10 points
3. Experience with regional and statewide transit and TDM planning, performance measurement, and transportation/land use planning	10 points
4. Qualifications and availability of proposed staff and resources to perform potential tasks	30 points
5. Experience with public outreach, marketing, and training	10 points
6. Commitment to DSBSD SWAM Utilization	20 points
7. Price	10 points
Total Points	<hr/> 100 points

B. AWARD TO MULTIPLE OFFERORS - DRPT reserves the right to make multiple awards as a result of this solicitation. Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the RFP. Negotiations shall be conducted with the Offerors selected. After negotiations have been conducted with each Offeror selected, the agency shall select the Offerors, which, in its opinion, have made the best proposal and shall award the contract to those Offerors. Should DRPT determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

C. AWARD DOCUMENTS AND CANCELLATION - The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and of the Offeror’s proposal as negotiated. In the event there is a conflict between the Offeror’s proposal and the requirements, terms, and conditions of the solicitation, the requirements, terms, and conditions of the solicitation shall apply.

DRPT may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (*Code of Virginia* § 2.2-4359(D).)

D. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, DRPT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

E. PROTEST OF AWARD: An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the DRPT Purchasing Division, 600 East Main Street, Suite 2102, Richmond, Virginia 23219, no later than 10 days after public notice of award or announcement of the decision to award, whichever occurs first. The public notice will be in the area designated for solicitation/proposal and award notices. The protest must include the basis for the protest and the relief sought. Within 10 days after receipt of the protest, the Chief Financial Officer (CFO) will issue a written decision stating the reasons for the action taken. This decision is final unless within 10 days after receipt of such decision, the Offeror institutes legal action as provided in the *Code of Virginia*.

VII. REPORTING AND DELIVERY REQUIREMENTS

A. TASK ORDERS - Work associated with this contract must be conducted within an approved task order for which a purchase order will be issued and authorized by the DRPT Procurement Manager. No work is authorized to begin until a purchase order has been issued through eVA. The Offeror and DRPT are expected to negotiate the scope, budget, schedule and deliverables for each task and the manner in which payment will be made. The payment method must be agreed to and documented within the task order. The Offeror is fully expected to strictly adhere to the mutually agreed upon levels of effort and costs and complete the scope of work within the agreed upon budget and schedule. The Offeror will not be compensated for unauthorized work performed outside the approved scope of work.

- a. Fully loaded fixed hourly rates proposed and accepted via the Offeror initial response to the RFP and included in any negotiated Offeror responses may be used in individual task orders; however, the total quantity of hours, the job category, and the related project work plans for any work efforts may be subject to negotiations.
- b. Once fixed price task order project work plans are approved by DRPT, a task order may be issued to the selected Offeror specifying the maximum hours allowed by job category.
- c. To provide the most flexibility in work assignments, task orders may be issued as fixed price task orders or time and materials (fixed billable hourly rates) task orders. Task orders may have a combination of attributes listed above.

B. TASK ORDER SCHEDULE - The Offeror is required to develop a detailed task schedule as part of the task order. Once fixed priced task order activities have been defined at the time of task order initiation, their relationships shall be identified, start and end dates set, and budget controls established. At the sole discretion of DRPT, the task order completion date may be extended past the originally agreed upon completion date. Extension requests must be sent to the DRPT Procurement Manager and Program Manager no later than 30 days before the original completion date.

C. PROGRESS REPORTS – Offerors must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Offeror shall submit monthly progress reports providing detailed information on the status of the work effort on each of the various project tasks. The progress reports shall include total authorized funds and expended funds to date. It shall summarize all work efforts in the reporting

period including personnel and hourly utilization. It shall also discuss any anticipated difficulties and proposed resolution.

D. SWAM AND OTHER REPORTING REQUIREMENTS – See Attachment B - Special Terms and Conditions for additional reporting requirements.

E. MEETINGS AND REVIEWS - DRPT may hold an initial conference with the Offeror at a place and time selected by DRPT for the purpose of reviewing the Offeror’s schedules, procedures, methods, and to clarify any ambiguities that may then exist. The Offeror’s Principal Officer and others requested by DRPT shall attend the conference. DRPT may request additional reviews during the contract period to evaluate vendor performance and provide feedback.

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE - There will be a Mandatory pre-proposal conference for this RFP on February 24, 2022 at 1pm EST. The pre proposal will be held via teleconference using the GOTOWebinar service. The Step by step instructions on how to attend the meeting will be in an attachment after the RFP. DRPT is requesting only two representatives from each firm be on phone/registered. Please register at <https://attendee.gotowebinar.com/register/6908566229935658255> Webinar ID 448-720-803 Call in number is 914/614-3221 Attendee Code is 231-142-152 After registering, you will receive a confirmation email containing information about joining the webinar. Please make sure you are able to log in, register, and are familiar with the gotowebinar service in advance. If you dial in late you will miss important information and DRPT will not go back over what has already gone over.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

IX. REQUIRED GENERAL TERMS AND CONDITIONS - Please see Attachment A - Required General Terms and Conditions.

X. SPECIAL TERMS AND CONDITIONS - Please see Attachment B - Special Terms and Conditions.

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ATTACHMENT A

REQUIRED GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:
By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

1. Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the

Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the

Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution

process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **RESERVED**

R. **RESERVED**

S. **RESERVED**

T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000
aggregate	
Architecture	\$2,000,000 per occurrence, \$6,000,000
aggregate	
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence,
\$3,000,000 aggregate	
Health Care Practitioner (to include Dentists, Licensed Dental	

Hygienists, Optometrists, Registered or Licensed
 Practical Nurses, Pharmacists, Physicians, Podiatrists,
 Chiropractors, Physical Therapists, Physical
 Therapist Assistants, Clinical Psychologists,
 Clinical Social Workers, Professional Counselors,
 Hospitals, or Health Maintenance
 Organizations.)

Code of Virginia § 8.01-581.15

<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

Insurance/Risk Management aggregate		\$1,000,000	per	occurrence,	\$3,000,000
Landscape/Architecture	aggregate	\$1,000,000	per	occurrence,	\$1,000,000
Legal aggregate		\$1,000,000	per	occurrence,	\$5,000,000
Professional Engineer aggregate		\$2,000,000	per	occurrence,	\$6,000,000
Surveying aggregate		\$1,000,000	per	occurrence,	\$1,000,000

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time

after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or

Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

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ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

- 1. AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- 2. CHANGES TO THE RATES ON THE PRICE SCHEDULE:** Rates may be revised by mutual agreement of the Department of Rail and Public Transportation (DRPT) and the Offeror 60 days prior to the renewal periods starting date. If DRPT elects to exercise the option to revise rates for the two one-year renewal periods the contract prices for the increase shall not exceed the contract prices stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available. The Offeror shall convey in writing its request to raise/lower prices to DRPT no later than 60 days prior to the renewal periods starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion in its decision to allow price increases.
- 3. RENEWAL OF CONTRACT:** This contract may be renewed upon written agreement of both parties for two successive one-year periods, under the terms of the current contract, at approximately 60 days prior to the expiration.
- 4. CANCELLATION OF CONTRACT:** DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Offeror. After the initial three-year contract period, the resulting contract may be terminated by either party, without penalty, upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
- 5. eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order

6. AUDIT: The Offeror shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. DRPT, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

7. KEY PERSONNEL/SUBCONTRACTOR: People identified in terms of this RFP as “key personnel” who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the Offeror unless removed from work on the contract with the consent of DRPT. DRPT reserves the right to approve any personnel or subcontractor proposed for the work described in this RFP and/or any subsequent purchase order resulting from this RFP. DRPT will provide written justification to the Offeror when approval is not granted. DRPT will provide the Offeror with copies of all written approvals.

8. PRIME OFFEROR RESPONSIBILITIES FOR SUBCONTRACTS:

No portion of the work shall be subcontracted with a subcontractor not already included on the contract without a prior request from the Offeror and written consent of the DRPT Procurement Manager. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the Procurement Manager and Program Manager with the names, qualifications and experience of their proposed subcontractors.

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

9. ADDITIONAL USERS OF CONTRACT: This procurement is being conducted on behalf of all grantees (Agencies Funded by DRPT) . Grantees may be added or deleted at anytime during the period of the contract only by written contract modification issued by DRPT. Such modification shall name the specific grantee added or deleted and the effective date. The Offeror shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

10. REPORT OF ORDERS RECEIVED FROM ADDITIONAL USERS: The Offeror shall provide Attachment F - Report of Orders Received from Additional Users to DRPT quarterly. This report shall reflect orders received from additional users on the contract for the respective quarter. The Offeror must remit the report within 15 days after the end of each quarterly calendar reporting period even if there was no activity.

11. SMALL BUSINESS SUBCONTRACTING PLAN AND EVIDENCE OF COMPLIANCE:

Each prime Offeror who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to DRPT on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. The Offeror shall use Attachment E - Monthly SWAM Report or other form approved by DRPT to report amounts paid to SWAM businesses on a monthly basis as well as paid to date. Said attachment or other approved form shall be submitted by the 15th of the month for the prior month to Melissa Myers, Purchasing Manager, at Melissa.myers@drpt.virginia.gov. When such business has been subcontracted to these firms and upon completion of the contract, the Offeror agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-

owned, or minority-owned), and type of product or service provided. Payment may be withheld until compliance with the plan is received and confirmed by the agency or institution. DRPT reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

12. DISADVANTAGED BUSINESS ENTERPRISES (DBE) SUBCONTRACTOR REPORT: The Offeror shall provide to DRPT quarterly Attachment H - DBE Subcontractor Report. This report shall reflect DBE related information on subcontractors utilized on the contract. The Offeror must remit the report within 15 days after the end of each quarterly calendar reporting period.

6.

13. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: The Offeror must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by DRPT.

7.

14. CLAIMS: The Offeror shall be responsible for all damage and expense to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Offeror shall defend and hold harmless the Commonwealth of Virginia, DRPT, its officers, agents, employees and any other authorized users from and against any and all damages, claims, suits, judgments, expenses, actions, and costs of every name and description caused by any negligent act or omission in the performance by the Offeror, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, of the services under this Agreement.

8.

15. CONTRACTUAL CLAIMS AND DISPUTES: Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the *Code of Virginia*. Claims shall be submitted to the Director of DRPT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the CFO of DRPT who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

16. ADVERTISEMENT: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DRPT will be used in product literature. The Offeror shall not state in any of its advertising or product literature that DRPT has purchased or uses any of its products or services, and the Offeror shall not include DRPT in any client list in advertising and promotional materials.

17. INTELLECTUAL PROPERTY RIGHTS: DRPT shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property includes all inventions subject to the United States (U.S.) Patent System. This shall be inclusive but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U.S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases. Furthermore, DRPT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals shall recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT, nor the Offeror intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a "joint work" under the copyright laws. In the case that either in whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then Offeror agrees to

assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The Offeror warrants that no individual, other than regular employees and subcontractors of the Offeror, DRPT regular employees, agents, or assigns or additional users, while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to DRPT either directly or through the Offeror.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Offeror shall not patent any invention conceived in the course of performing this contract. The Offeror hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the Offeror shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by DRPT shall have the effect of rescinding the provisions of this section.

DRPT is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Offeror for which DRPT has fully paid the Offeror as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the Offeror shall remain the property of the Offeror. The Offeror grants to DRPT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to DRPT pursuant to this section.

Notwithstanding anything herein to the contrary, DRPT acknowledges that as part of the Offeror's provision of services hereunder, the Offeror may license third-party software or acquire proprietary works of authorship (collectively referred to as "products"), which have been developed by third parties. DRPT must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the Offeror and DRPT agrees that these products will remain the sole property of the third party.

The Offeror shall grant DRPT license to use all software developed by the Offeror under this contract in other applications within Virginia as DRPT sees fit. Should the Offeror desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing 60 days prior to such use. Furthermore, DRPT shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to DRPT releasing software rights. Typically, DRPT prefers increased software capabilities and/or functionality instead of monetary compensation.

18. PATENT RIGHTS: If any invention, improvement or discovery of the Offeror or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Offeror shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the Offeror, its subcontractors, and DRPT with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

19. PROTECTION OF PERSONS AND PROPERTY:

The Offeror expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Offeror's operation in connection with the work.

The Offeror shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.

The Offeror shall continuously maintain adequate protection of all work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. The Offeror should make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. The Offeror shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Offeror shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authorities, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Offeror, without special instruction or authorization from the owner, shall act, at its discretion, to prevent such threatened loss or injury. Also, should the Offeror, to prevent threatened loss or injury, be instructed or authorized to act by the owner, the Offeror shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Offeror on account of any emergency work shall be determined as provided by Attachment A – Required General Terms and Conditions.

9.

20. MANNER OF CONDUCTING WORK AT JOB SITE: All work shall be performed according to the industry standards and to the complete satisfaction of DRPT.

The Offeror shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of DRPT.

Sexual harassment of any employee, DRPT or Offeror, will not be tolerated and is to be reported immediately to the DRPT Program Manager.

All work to be conducted by the Offeror in any facility shall be coordinated in advance with the DRPT Program Manager. If applicable, the Offeror shall coordinate his/her work efforts with other existing Offeror/agency work efforts through the DRPT Program Manager. All Offeror work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M, unless otherwise approved by the DRPT Program Manager.

21. POLICY OF EQUAL EMPLOYMENT: DRPT is an equal opportunity/affirmative action employer. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment.

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

so authorized. Indicate the above information Attachment I – SCC Form. Offeror agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation Attachment I - SCC Form) is streamlined and not definitive, and the Commonwealth’s use and acceptance of such form, or its acceptance of Offeror’s statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Offeror as demonstrating compliance.

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ATTACHMENT C

Virginia Department of Small Business and Supplier Diversity (SBSD) SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: Small business means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DSBSD-certified women-owned and DSBSD-certified minority-owned businesses when they have received DSBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51 percent owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51 percent owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by DSBSD by the due date of the solicitation to participate in the Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWAM) program. Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions: (Failure to complete and submit this form may result in your proposal not being considered.)

- A. If the Offeror is certified by DSBSD as a small business, complete only Section A of this form. This shall include DSBSD-certified women-owned and DSBSD-certified minority-owned businesses when they have received DSBSD small business certification.
- B. If the Offeror is not certified by DSBSD as a small business and plans to subcontract part of this contract with a DSBSD-certified business, complete only Section B of this form.
- C. If the Offeror is not certified by DSBSD as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DSBSD-certified business, only provide the information requested in Section C of this form.

Section A

If the Offeror is certified by DSBSD, the Offeror is certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification Number: _____ Certification Date: _____

Section B

Populate the table below to show the firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall include DSBSD-certified women-owned and DSBSD-certified minority-owned businesses that meet the small business definition and have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

Section C

Respond to how the Offeror has met or exceeded **at least two** of the following indicators within the past 24 months. The response may include any good faith efforts made regarding this procurement.

C. **Good Faith Effort Indicators by the Offeror**

1. Identify areas of work the business has subcontracted to DSBSD-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by the business in the past to locate DSBSD-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by the firm to locate DSBSD-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DSBSD and other outreach agencies and organizations which indicate the solicitation of such for utilization of subcontracting opportunities on other contracts for which the business has competed.
5. List areas of work which the business has subcontracted with DSBSD-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts the business has in place.
7. Provide documentation of follow-up on initial contacts with DSBSD-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

ATTACHMENT D
Price Schedule

Labor Category* (Change/add categories as necessary)	Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Project Manager	\$115	\$45	\$18	\$180

Travel Reimbursement
<p>Reimbursement for travel (mileage, meals or lodging) is not allowed, unless approved in writing, in advance, as part of an approved Task Order. In those cases where travel allowance is authorized, travel reimbursement shall be in accordance with the Commonwealth’s Travel Guidelines in effect at the time of travel. The Travel Guidelines can be found at: http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335-2011.pdf</p>

Note: Non-salary direct costs will be paid subject to State Travel Regulation and prior approval of DRPT.

Contract/Project Manager: Provides direction and management for small to large projects and ensures on-schedule completion within scope and budget. Responsible for preparing proposals to client's scope of work, management and performance of the project. Plans and defines project goals and devises methods to accomplish them. Requires at least 12-20 years of experience. Professional Planning or Professional Engineering registration generally is required at this level.

Principal Planner: Determines methods and solutions for complex planning problems and selects the most efficient and economical manner in meeting objectives. Applies advanced planning techniques and analyses within a discipline. As a qualified professional may serve as a technical task manager. Requires at least 10-18 years of experience.

Senior Planner: Completes a wide variety of planning assignments, applying specialized techniques and analyses with a discipline. Is proficient in the use of most planning theories and practices. Has 10-12 years of experience.

Planner: Performs conventional and moderately complex planning assignments applying a variety of planning analyses within a discipline. Has 5-8 years of experience in planning or landscape architecture.

Senior Environmental Specialist: Provides direction of specialized environmental and planning services as well as regulatory support, environmental planning, design, and mitigation management. This position requires 5-7 years of experience.

Environmental Specialist: Has knowledge of state and federal environmental regulations, permitting, and the ability to prepare reports as required for regulatory compliance. This position requires 4-6 years of experience.

Senior Financial Analyst: Under direction, performs a variety of professional financial forecasting and analysis work of a specialized or complex nature. Develops and analyzes long-range financial forecasts, capital cost estimates, funding strategies, profitability analysis, and life-cycle cost analysis for transit operations. This position requires 4-6 years of experience.

GIS Manager: Performs a variety of mapping and graphic tasks by applying standard GIS techniques. Requires specialized and continuing education in GIS upgrades. This position requires 5-7 years of experience.

Graphics Specialist: Performs mapping and graphics tasks, including the development of project and program related graphics. Requires expertise in graphic design and marketing. This position requires 3-5 years of experience.

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ATTACHMENT G

Disadvantaged Business Enterprises (DBE) Subcontractor Report

DBE SUBCONTRACTOR REPORT												
PRIME CONTRACTOR NAME												
PRIME CONTRACTOR TAX ID												
CONTACT NAME												
TITLE/POSITION												
CONTRACTOR ADDRESS												
CONTRACTOR PHONE NUMBER												
EMAIL												
PROJECT TITLE												
DBE AWARD/COMMITMENT												
PAYMENTS TO SUBCONTRACTORS												
MONTH/YEAR	DBE SUBCONTRACTOR NAME	DBE SUBCONTRACT TAX ID	DBE EVA#	DBE CONTRACT #	Black American	Hispanic American	Native American	Subcont. Asian American	Asian-Pacific American	Non-Minority Women	Other	Total DBE Payments
												-
												-
												-
												-
												-
												-
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												-
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												-
DBE SUBCONTRACTOR TOTALS												-

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ATTACHMENT H

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The Offeror:

is a corporation or other business entity with the following SCC identification number: _____ -
OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

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ATTACHMENT I

FEDERAL TERMS AND CONDITIONS

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 10465 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract.

Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

a. **Termination for Convenience (General Provision)** the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for

any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute):

(1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program, b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b)

DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001

and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20

. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49

. § 5332, as stated in section a,

. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,

(h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance, h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights in Data

Contracts Involving Experimental, Developmental, or Research Work (\$3,500 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of “Subject Data.” Examples of “subject data”: (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but

(2) Do not include: (a) Financial reports,

(b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient’s own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government’s prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA’s copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient’s use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and

(b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3

Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and

(b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or

(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned

or leased either by the Contractor or AGENCY.

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

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Federal Certifications

RAD PDF Developer License Active

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date __/__/__

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____

Attachment J - Additional Users List

	MPO/Regional Orgs	Transit Agency	Human Service	Commuter Assistance Programs
Western VA/I-81 Corridor	Bristol	City of Winchester	Alleghany Highlands CS	Central Shenandoah PDC
	Kingsport	AASC/Four County	Blue Ridge Opportunity Svc	Northern Shendoah Valley RC
	New River Valley	City of Bristol	Friendship Industries	Roanoke Valley-Alleghany RC
	Roanoke Valley	District Three	Giles Family & Health Center	New River Valley PDC
	Staunton-Augusta-Waynesboro	Mountain Empire	Grafton School	
	Harrisonburg	RADAR/UHSTS	Junction Center	
	Winchester	Town of Bluefield	Mount Rogers CSB	
		Blacksburg Transit	New River Valley CSB	
		City of Radford	NRV Senior Services	
		Greater Roanoke Transit	Pleasant View	
		Pulaski Area Transit	Rockbridge Area Occ Center	
		City of Harrisonburg	Rockbridge Area Trans Syst	
		Central Shenandoah PDC	Rockbridge CSB	
			Shenandoah AAA	
			Shen-Paco Industries	
			ARC of Augusta	
			ARC of Harrisonburg/Rock.	
		Valley CSB		
		Goodwill of the Valleys		
		Valley Program for Aging		
		Vector Industries		
Piedmont	Charlottesville	Town of Altavista	Adult Day of Mville/Henry	Central Virginia PDC
	Danville	Farmville Area Bus	Aging Together	Thomas Jefferson PDC
	Lynchburg	Greater Lynchburg Transit	CVACL	Rapp-Rapidan PDC
		JAUNT, Inc.	Crossroads Community Svc	West Piedmont PDC
		Lake Country	Danville-Pittsylvania CSB	
		Town of Blackstone/BABS	Horizon Behavioral Health	
		Danville Transit	Lake Country	
		Charlottesville	Piedmont Community Svc	
			Piedmont Senior Resources	
			Presbyterian Homes	
			Rapp-Rapidan CSB	
			Rapp-Rapidan PDC	
			Region Ten CSB	
			Southern Area AAA	
			Southside CSB	
		Stepping Stones, Inc.		
		STEPS, Inc.		
		ARC of Central Virginia		
		Town of Blackstone/BABS		
Northern Virginia	NVTA	County of Loudoun	Prince William AAA	COG
	COG	City of Fairfax	Rappahannock AAA	City of Alexandria
	FAMPO	PRTC	ECHO, Inc.	Arlington County
	NVTC	NVTC - VRE	ARC of Greater Prince William	City of Falls Church

	PRTC	Arlington County		DATA
		City of Alexandria/DASH		Fairfax County
		Fairfax County		GWRC
		Virginia Regional Transit		Loudoun County
		FRED		PRTC
		WMATA		Tysons Partnership
Richmond/Tri-Cities	Richmond TPO	Greater Richmond Transit	ARC of Greater Richmond	RideFinders
	Tri-Cities MPO	Greensville-Emporia	Beth Shalom	
		City of Petersburg	CapUp	
			Chesterfield CSB	
			City of Petersburg	
			Crater Dist AAA	
			Daily Planet	
			ElderHomes	
			Goochland Free Clinic	
			Goochland Powhatan CSB	
			Heart Havens	
			Henrico Area MH/DS Services	
			Richmond Residential Services	
			Senior Connections	
			Serenity, Inc.	
			St. Joseph's Villa	
Hampton Roads/Peninsulas	Hampton Roads TPO	Bay Aging	Bon Secours Senior Health	HRT-Traffix
		City of Suffolk	Charity Transport	Middle Peninsula PDC
		Hampton Roads Transit	Colonial Behavioral Health	Northern Neck PDC
		STAR Transit	Eastern Shore CSB	
		Town of Chincoteague	ESAAA/CAA	
		Williamsburg Area Tr.Auth	Guardian Angel	
			Hampton-NN CSB	
			Middle Peninsula PDC	
			Middle Peninsula- NN CSB	
			Norfolk Redev. & Housing	
			Norfolk Senior Center	
			Peninsula Agency on Aging	
			Portco, Inc.	
			Senior Services of SE VA	
			Suffolk Redev & Housing	
			ARC of Greater Williamsburg	
			VersAbility Resources, Inc.	
			Western Tidewater CSB	
			VersAbility Resources, Inc.	
		Western Tidewater CSB		

REQUEST FOR PROPOSAL

505-22-C0005

General Planning Consultant Services Contract for Transit Projects in Virginia

There will be a Mandatory pre-proposal conference for this solicitation. The pre proposal will be held via a teleconference using the GOTOWebinar service. The mandatory pre-proposal will be February 24, 2022 at 1pm EST. Step by step instructions on how to attend the meeting will be in an attachment after the RFP as well as in section VIII of this RFP.

Vendor Registration: In order to receive an award, the firm must be a registered Vendor with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.



Request for Proposal (RFP) Cover Sheet

RFP #: **505-22-CC0005**

Issue Date: **February 14, 2022**

Title: **General Planning Consultant Services Contract for Transit Projects in Virginia**

Commodity Code: **918-96 Transportation Consulting**

Issuing Agency: **Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219**

Initial Period of Contract: **Three years from date of award**

Proposals Will be received until: **March 22, 2022
3:00 p.m.**

All inquiries for information should be directed in writing to Melissa Myers, Procurement Officer at melissa.myers@drpt.virginia.gov. All questions must be received no later than March 1, 2022 at 3:30pm

Sealed proposals for furnishing the services described herein will be received until **3:00 p.m. Eastern time on March 24, 2022. All proposals must received via eVA. Instructions on how to do this are included in this RFP**

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

DSBSD-certified Small Business No. _____

Name And Address Of Firm:

Zip Code: _____

eVA Vendor ID or DUNS #: _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

Telephone Number: (____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

REQUEST FOR PROPOSAL

General Planning Consultant Services Contract for
Transit Projects in Virginia

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General Planning Consultant Services Contract for Transit Projects in Virginia (Transit GPC)

I. CONTRACT AMOUNT AND TERM

The initial contract term shall be for a period of three years, renewable for up to two successive one-year periods. The compensation of this contract is estimated to be \$15,000,000 (to be divided among qualified firms). The effective date of the contract will be determined at time of award.

II. PURPOSE

The Department of Rail and Public Transportation (DRPT), an agency of the Commonwealth of Virginia, is issuing this Request for Proposal (RFP) to solicit sealed proposals for the purchase of General Planning Consultant Services related to DRPT's transit and transportation demand management (TDM) programs, projects, and initiatives. **It is the intent of DRPT to award to multiple qualified firms.**

III. BACKGROUND

DRPT is an agency of the Commonwealth of Virginia created in 1992. DRPT's mission is to improve the mobility of people and goods while expanding transportation choices in the Commonwealth. DRPT consists of the Director's office and four divisions: (1) Public Transportation (2) Rail (3) Finance and (4) Administration.

The Public Transportation Division assists 39 public transit agencies, 50 human service providers and 16 commuter assistance programs that combined carry nearly 700,000 Virginians to work every day in something other than their own cars. Transit demand management (TDM) services are provided through a unique partnership between DRPT, local governments, Metropolitan Planning Organizations, regional planning commissions, Transportation Management Associations (TMAs) and the Virginia Department of Transportation (VDOT). DRPT also provides technical and financial support to local commuter assistance agencies through grant programs, research, training, and marketing assistance. DRPT also operates the statewide Telework!VA program that promotes telework and provides resources and technical assistance to businesses in Virginia to start or expand telework policies for their employees.

DRPT's Rail Division assists passenger rail operations, freight rail operations, planning and special projects. Passenger and freight rail operations involve coordinating with both public and private entities to enhance rail operations, planning and development. Rail Planning involves providing input on state and federal rail policy and regulations, track abandonment, freight and passenger rail feasibility analysis, identification of freight rail needs, and updates to state rail studies, maps and plans. Rail special projects include demand analysis for passenger rail studies, rail capacity analysis, and coordinating with local and regional transportation authorities on rail modeling issues and intermodal studies.

The Finance and Administration Division is responsible for administering agency funds that empower our grantees to deliver efficient, effective transportation services. DRPT has a complex accounting environment utilizing 15 funds to account for 2000 open grants and projects involving the activities of approximately 75 grantees. DRPT is a funding and technical assistance participant in projects that combine federal, state, and local funding.

IV. STATEMENT OF NEEDS

The scope of work to be provided under this contract may cover the full range of activities required by federal, state, regional and local processes for public transportation and commuter assistance planning and projects. These activities include: project feasibility/identification, environmental analysis, public participation, marketing, research, surveying, financial planning, strategic planning/capital investment planning, operations planning and analysis, project/program evaluation, performance measurement, safety and security, short-range plan and program development, compliance with FTA rules and regulations, technical assistance to implement TDM programs, and training and technology/Intelligent Transportation Systems (ITS).

Potential Services to be provided for Transit and Commuter Assistance Programs

- 1. Local, Regional, and Statewide Planning** – Conduct planning studies for rail and bus transit and congestion management projects as directed that meet federal, state, regional, and local processes. Develop demand or market forecasts including utilizing transportation forecasting models when required. Develop alternatives for analysis and capital cost estimates necessary to support planning studies. Develop operating scenarios utilizing operational models and other tools and estimate operating costs and revenues. Products may include feasibility studies, transit system redesigns, transit ridership estimation and modeling, transit service design guidelines, system governance studies, fleet electrification studies, transit development plans, transit strategic plans, commuter assistance program strategic plans, statewide vanpool program planning, transit asset management plans, and public transportation agency safety plans. This could include preparing updates to the above plans to identify needs and required resources for modifying/enhancing services, and to provide a basis for evaluating funding requests.
- 2. TDM Technical Assistance** – DRPT operates the statewide Telework!VA, Commute!VA, Vanpool!VA, Transit!VA, and Bike!VA programs. For the Telework!VA program, technical assistance is needed to provide direct assistance to employers to help them implement telework programs and track and report efforts. The Commute!VA program will need continuation of a system service for ridematching, trip planning, commute options information, rewards, and reporting. DRPT may need assistance through the Vanpool!VA program to form vanpools, increase vanpool ridership, and assistance with vanpool data collection and NTD reporting. Other TDM assistance may include development of an employer transit/vanpool direct or pre-tax benefit toolkit and assisting employers develop transit and vanpool benefit programs, and assisting DRPT with the operations of a statewide Guaranteed/Emergency Ride Home program trip validation and approval, and ride arrangements.
- 3. Program Management and Evaluation** – Assist DRPT in the management and implementation of transit, human service, and commuter assistance programs. Develop and implement evaluation programs that track performance metrics and analyze the effectiveness and outcomes of DRPT programs and projects. Develop methodologies for project prioritization based on quantifiable metrics and outcomes. Assist DRPT with review and implementation of TDM benefit models to calculate and evaluate societal benefits (greenhouse gas emissions reductions, greater mobility, improved road safety, traffic delay reductions, improved transportation system performance), vehicle trip reduction, vehicle miles traveled reduction, increase in transit ridership, emission reduction of NOx and VOC, fuel consumption reduction, commuter cost savings, and program cost/benefit analysis.
- 4. Environmental Analysis** – Recipients of federal funds must ensure that projects are in compliance with all environmental laws regardless of which federal agency authorizes the funding (i.e., Federal Transit Administration or Federal Highway Administration). The consultant team must be able to conduct and prepare, in whole or in part, National Historic Preservation Act of 1966 Section 106 reviews,

evaluations, and consultations; and categorical exclusions, environmental assessments, environmental impact statements, and alternatives analyses as required by the National Environmental Policy Act (NEPA) as amended (42 U.S.C. § 4321 *et seq.* and 23 C.F.R. pt. 771).

5. **Public Participation** – Establish and implement comprehensive public participation programs and outreach activities for planning studies and projects that meet the requirements of federal, state, regional and local processes.
6. **Research and Surveying** – Conduct statewide or regional market research and consumer surveying to measure the performance and evaluate transit and TDM/Commuter Assistance programs and services in the Commonwealth, and collect data on various aspects of transportation. Such aspects could include: commute mode split; program awareness; satisfaction with transit or commuter assistance services; origin and destination surveys; measurement of vanpooling, carpooling and teleworking; reasons for mode choice; likelihood of use of new services; employer surveys to obtain transit/vanpool benefit adoption, employee use and trip reduction, and telework implementation, employee use and trip reduction; and observed effects of transit system improvements on transit ridership and congestion mitigation.
7. **Financial Planning and Analysis** - Conduct financial studies as directed. Evaluate capital, operating, and maintenance funding sources and options, including various financing tools. Develop project expenditure and cash flow forecasts. Assist recipients in the development of Cost allocation plans / Indirect Cost Rate plans, meeting the requirements of FTA guidelines.
8. **Strategic Planning/Capital Investment Planning** – Assist in the development of strategic and/or capital investment plans for DRPT and other authorized users as directed. Such projects could include analysis of statewide and local capital needs, making recommendations on state funding program parameters, and identifying ways that transit service partners throughout the state can use federal, state, and local funding sources strategically to accomplish goals.
9. **Operations Planning and Analysis** – Review and conduct comprehensive operations analysis and planning and analysis for DRPT and other authorized users as directed. Develop demand or market forecasts including utilizing transportation forecasting models when required. Develop operating scenarios utilizing operational models and other tools and estimate operating costs and revenues. Assist DRPT in updating Coordinated Human Service Plans. Assist DRPT and/or partner agencies with commuter assistance program operations analysis.
10. **Technology/ITS** – Assist DRPT in the evaluation of technology products and systems designed to improve the efficiency and effectiveness of DRPT and other authorized users, including various Information Technology solutions and Intelligent Transportation Systems. Provide service planning, feasibility studies, and marketing support for implementation of transit technology products and services. Examples may include microtransit or on-demand services, driver assistance systems, integrated fare payment, real-time traveler information systems, low speed automated vehicles, and smart yard technologies.
11. **Data Development, Analysis, Maintenance, and Visualization** – DRPT has a number of ongoing activities that utilize the existing GPC contract. These include, but are not limited to: TransAM for asset management, TBEST for transit service planning and ridership estimation, the creation and maintenance of GTFS feeds, and leveraging the statewide Streetlight contract for transit and TDM-related planning analyses. Activities under this task could include assisting with the development, analysis, and maintenance of in-house data and databases, including geospatial data, GTFS data, ridership data, TAM asset inventory, and survey data. Assist DRPT in maintaining datasets for transit and TDM (vanpool,

telework, employer-based TDM, etc.) data using tools including, but not limited to, ArcGIS products and Socrata. Assist DRPT partners with creating, collecting, or maintaining data as needed. Provide GIS developer expertise to build and maintain tools and plug-ins to support project evaluation for statewide processes. Develop and maintain platforms such as one-call one-click information centers, integrated fare payment platforms, and transit data sharing exchanges. Create informative data visualizations for internal and external consumption using platforms such as Microsoft Power BI, Tableau, and/or others.

12. **Marketing and Promotion** – Develop, produce and implement marketing and promotion of transit and commuter assistance programs and services.
13. **Training** – Assist with developing training materials and conducting training courses for DRPT and other authorized users that are related to DRPT programs and industry-specific issues. Products may include training on transit planning activities such as transit service planning, scenario planning, facilities and operations planning, and capital budgeting; civil rights or DBE requirements; grant writing; and federal programs and funding opportunities.
14. **Compliance with FTA rules and regulations** – Assist DRPT in development of procurement policies and procedures, incorporating FTA and VA requirements. Assist DRPT and recipients with implementation of FTA Civil Rights requirements. Conduct triennial compliance reviews for FTA Section 5310, 5311 and 5339 sub-recipients.
15. **WMATA Oversight** - Assist DRPT in overseeing requirements of Washington Metropolitan Area Transit Authority (WMATA) dedicated funding legislation and Commonwealth Transportation Board (CTB) policy. The legislation and policy require WMATA to justify and document operating subsidy increases as legislative exclusions above three percent annually. DRPT is required to independently verify each exclusion. Assist with independent verification.

Potential Services to be provided for State Safety Oversight:

A. Conflict of Interest Provision(s)

49 C.F.R. 674.41(c): “A contractor may not provide services to both a State Safety Oversight Agency (SSOA) and a rail fixed guideway public transportation system (RFGPTS) under the oversight of that SSOA, unless the Administrator has issued a waiver of this prohibition.”

DRPT SSPS §1.5, bullet 5: DRPT SSOA “...Does not contract with any individual or entity for services that also provides services to the RFGPTS that DRPT Rail SSO oversees...”

B. Scope of Services

Background

The Hampton Roads Transit (HRT) TIDE light rail system opened for passenger service on August 19, 2011. DRPT, the designated State Safety Oversight (SSO) agency, is responsible for the oversight of the safety and security of the rail system. DRPT has requested ongoing consulting support in order to fulfill SSO responsibilities, including engineering, program, and project support. Ongoing support will be tailored to meet the 49 CFR 674 certified DRPT State Safety Oversight Program implementation. The Scope of Services outlined below reflects the services that DRPT expects will be needed over the life of the task order, January 1, 2022 through December 31, 2022.

1. Review and approval of HRT's required program documents. DRPT is required to review and approve documents related to HRT's safety, security and emergency preparedness plans. The contractor will provide assistance reviewing and approving HRT TIDE documents including, but not limited to, the following:

- a. Public Transportation Agency Safety Plan (PTASP)
- b. Security and Emergency Preparedness Plan (SEPP)
- c. Accident/Incident Investigation Policy and Procedures (HRT SAF-100)

The contractor should be prepared to provide technical assistance in the review and comment on these program documents. If any of these documents are rejected, the contractor should be prepared to work with DRPT and HRT to resolve compliance issues surrounding these documents. This assistance could include contractor participation in meetings and workshops with DRPT and HRT, which could require travel to the Norfolk area.

Deliverable(s): The contractor will complete its review of HRT's safety, security and emergency preparedness plans using the checklists contained in the DRPT System Safety Program Standard (SSPS). The contractor will complete the review of the Accident Investigation Policy and provide DRPT with detailed documentation of the review with any comments. Completed checklists and review documentation will be provided to DRPT SSO within 30 days of the receipt of the documents, unless otherwise coordinated between DRPT and the contractor.

2. Conducting on-site or virtual safety and security audits at HRT TIDE. DRPT is required to conduct an audit of the implementation of each of the elements of the HRT PTASP and SEPP at least once every three years. For each audit, the contractor will provide DRPT with support during the audit process, including the following:

- d. Pre-audit data and information gathering,
- e. Scheduling the audit,
- f. Holding an opening meeting,
- g. Conducting the audit,
- h. Conduct document and records review,
- i. Holding a closing meeting,
- j. Developing a draft report for review and comment internally by DRPT,
- k. Transmitting the draft report to HRT for review and comment,
- l. Reviewing and revising the draft report,
- m. Transmitting the final report to HRT,
- n. Reviewing and approving proposed CAPs in response to findings contained in the report, and
- o. Monitoring and verifying CAP status and implementation.

Deliverable(s): The contractor will:

- Prepare a document request to be delivered to HRT no less than 60 days prior to the audit.
- Develop checklists to be used to guide the audit process, and provide these to DRPT no less than 30 days prior to the audit.
- Conduct of Preparatory meetings/conference calls with DRPT SSO Staff.
- Develop a preliminary list of findings within one week of the conclusion of the audit.
- Develop a draft report within 30 days of the end of the audit.
- Develop a final report within 60 days of the end of the audit.

3. Managing the review, approval, and closure of corrective action plans. DRPT requires HRT to develop CAPs to minimize, control, or eliminate safety deficiencies and other identified safety- or security-related issues. DRPT is responsible for reviewing and approving CAPs generated as a result of findings from the DRPT three-year audit process and the accident/incident investigation process, and must ensure that HRT has a process to develop, track, and implement CAPs. A proper CAP should 1) describe all activities to be engaged by HRT in response to the finding; 2) identify the individual(s) responsible for its implementation; and 3) establish a target date for CAP implementation and completion. The contractor should be prepared to assist DRPT with the following CAP-related activities:

- a. Reviewing proposed HRT CAPs and either approving or rejecting them.
- b. Ensuring that HRT is tracking and monitoring CAP implementation.
- c. Verifying the completion of CAPs through document review or field review, as needed.

Deliverable(s): The contractor will review and comment on HRT CAPs using the DRPT Comments Form. The contractor will provide written comments to DRPT within a timeframe agreed upon by both parties.

4. Conducting or assisting with accident investigation to also include accident investigations conducted by the National Transportation Safety Board (NTSB) concerning HRT TIDE; managing the review, adoption and approval of HRT TIDE accident investigation reports.

DRPT is responsible for the investigation of accidents and incidents meeting thresholds specified in the SSPS. DRPT generally “deputizes” HRT to investigate accidents and incidents on behalf of DRPT, and then DRPT must “adopt” the HRT investigation as its own. DRPT may also elect to investigate an accident or incident on its own, and may also become involved in an investigation in coordination with HRT. In the event of a severe accident involving multiple casualties and/or major property damage, the NTSB may choose to lead the investigation. The contractor should be prepared to assist in the accident/incident investigation process through the following activities:

- a. Monitoring and reviewing accident investigation activities conducted by HRT.
- b. Conducting on-site investigation activities (physical inspections, data and records review, interview employees, witnesses, and other industry recognized accident investigation tasks).
- c. Participate as a party member of a National Transportation Safety Board (NTSB) subgroup or as a technical advisor in the event of an NTSB investigation.
- d. Prepare interim accident investigation status reports and final investigation reports.
- e. Provide additional assistance as directed by DRPT, to fulfill the accident investigation requirements outlined in the SSPS.

Deliverable(s): The contractor will prepare any required investigation reports in support of an accident/incident investigation in accordance with timelines established by DRPT. The contractor will review and comment on accident/incident investigation reports developed by HRT, and will provide written comments to DRPT within 30 days of receipt of the investigation report(s), unless otherwise coordinated between DRPT SSO and the contractor.

5. Managing the review of HRT TIDE hazardous condition reports and assisting with trend analysis. DRPT requires HRT to have a Hazard Management program to ensure that the transit agency identifies, analyzes, mitigates, and tracks hazards before they become more serious problems. The contractor should be prepared to assist DRPT in overseeing of the HRT Hazard Management program, including the investigation of hazards meeting certain probability and severity thresholds, receiving and reviewing reports of hazardous conditions, and gathering data and information needed to analyze any reported hazards. The contractor may also assist by:

- a. Monitoring and reviewing any hazard investigation activities conducted by HRT, and identifying any recurring trends.

- b. Conducting actual on-site/virtual hazard investigation activities (such as performing physical inspections; reviewing relevant data and records; interviewing individuals responsible for reporting certain hazardous conditions, and so on).
- c. Preparing both interim investigation status reports and final hazard investigation reports.
- d. Providing additional assistance as directed by DPRT, in support of hazard identification, analysis, and mitigation.

Deliverable(s): As needed, the contractor will review and comment on HRT hazard investigation reports. The contractor will use the DRPT Comments form to make such written comments, and will provide any comments to DRPT within 30 days of receipt of the hazard report from HRT.

6. Assisting in all safety certification activities of major capital projects underway at HRT.

HRT is required to use the safety certification process to ensure that all major capital projects are safe prior to entering the operations and maintenance phase. This includes ensuring that all hazards identified during design, construction, and testing have been appropriately addressed, and that all safety-critical items have been completed for all project phases. The contractor should be prepared to assist DRPT in overseeing the safety certification process for major capital projects through the following activities:

- Reviewing certifiable items lists (CILs)
- Reviewing preliminary and operational hazard analyses (PHA and OHA)
- Reviewing threat and vulnerability assessments (TVA)
- Reviewing the completion of CIL items during all project phases
- Reviewing the Safety and Security Certification Verification Report (SSCVR)
- Planning and executing pre-revenue service reviews to ensure projects are safe for revenue operations

Deliverable(s): As needed, the contractor will prepare written comments on received project documents indicated above within 30 days of receipt. Upon completion of the pre-revenue service review, the contractor will develop an interim report detailing findings and unfinished items within two weeks of the completion of the on-site review. As revenue service approaches, the contractor will produce a final report documenting all progress made in addressing previously-identified findings and unfinished items.

7. Internal safety and security audit support. DRPT requires that HRT implement an Internal Safety and Security Audit (ISSA) program as a mechanism to verify compliance with the HRT PTASP and SEPP. Each PTASP and SEPP element must be reviewed internally at least once every three years. ISSA findings must be provided to DRPT for review. The contractor should be prepared to provide additional support for the ISSA program, including:

- a. Observation of internal audits.
- b. Verification of internal audit process requirements, including checklists, schedules, findings, and Corrective Action Plans (CAPs).

HRT may elect to conduct ISSAs simultaneously to audits by DRPT. In such cases, the contractor should be prepared to ensure that the transit agency adheres to the ISSA program requirements.

Deliverable(s): The contractor will review and comment on internal audit materials received from HRT, including individual audit reports. If necessary, the contractor will use the DRPT Comments Form to provide written comments, and will provide these comments to DRPT within 30 days of receipt of the audit report.

8. Managing the day-to-day activities related to the DRPT state safety oversight program. The contractor should be is prepare to assist DRPT in managing the everyday program activities, including, but not limited to:

- a. Maintenance of the DRPT SSO program database.
- b. Preparation and transmittal of correspondence(s) between DRPT and external parties such as HRT and FTA. Including transmitting/submitting to external parties on the SSO Administrator's behalf.
- c. Being designated as an Alternate Contact for HRT notifications and correspondences with DRPT SSO.
- d. Assisting in the review and revision of the DRPT Safety and Security Program Standard (SSPS) and associated documents.
- e. Assisting with interpreting and/or responding to any state or federal regulatory and statutory requirements, notice of proposed rule(s), assessments or requests for information.
- f. Activities already detailed in this scope of work.

Deliverables: Deliverables will be dependent on the activity. Deadlines for deliverables will be negotiated and agreed upon by both parties.

9. Reporting to FTA and RTA Board of Directors. Each year, DRPT must upload, update and submit an annual report to Federal Transit Administration's (FTA's) Annual Report web portal. This report must be completed by all SSO Agencies. The report includes SSO program management information, such as hours devoted to SSO program activities, training, and contractor resources. It also contains performance metrics of accident/incident investigations, hazards, and corrective action plans, and documents the fulfillment of all of the annual program plan review and approval requirements, as well as internal safety and security audit requirements. The contractor should be prepared to assist DRPT in completing the annual report. DRPT SSO will ensure the contractor(s) have the appropriate access to the FTA State Safety Oversight Reporting Tool (SSOR). Additionally, each year, DRPT must provide a report on the year's SSO activities to the RTA Board of Directors on or before December 31st of the year being reported.

Deliverable(s): The contractor will assist in the completion of all required work on the FTA Annual Report no less than two weeks prior to the due date specified by FTA allowing adequate time for review by DRPT. All report material will be uploaded to the SSOR web portal. The contractor will assist with the RTA Board of Directors report by generating a written report that will be provided to Commissioners as well as a presentation that will summarize the written report. Content and format of the written report and accompanying presentations will be determined by the SSOA Administrator with consultation from the consultant and will be based on the reporting years activities.

10. SSO technical training support. Under MAP-21, SSO agencies must have personnel that have all of the competencies FTA has deemed necessary to perform effective oversight of rail fixed guideway transit systems like the HRT TIDE. The contractor should be prepared to provide technical training to SSO personnel in all areas of the SSO program, from safety management to technical disciplines like signals and train control systems.

Deliverable(s): For each required technical training topic, the contractor will prepare and deliver a written training curriculum and any needed supporting materials to help DRPT SSO staff gain knowledge and competency in these areas. Within 45 days of assignment, the contractor will develop training materials and work with DRPT to administer the training. The contractor will update and prepare the Technical Training Plan (TTP) for submission to the FTA, if requested.

11. Provide subject matter expertise. The contractor will provide technical/engineering support to DRPT as required in order to analyze potential safety or security impacts, including, not necessarily limited to:

- a. Observing work practice and employee performance during system operations.
- b. Analyzing HRT technical documents for compliance with applicable standards, and for potential hazards.
- c. Sampling and inspecting select system components to verify their proper maintenance.
- d. Reviewing operations and maintenance records.

Deliverable(s): The contractor will provide written comments, reports, and other inputs on an as-needed basis related to the technical transit disciplines. The contractor will also review and comment, as needed, on work practice and employee performance; HRT technical documents; maintenance of system components; and operations and maintenance records, using the DRPT Comments Form. The contractor will provide inputs to DRPT within 30 days of receipt of a particular engineering/technical support review task.

12. Review proposed legislation, regulations, and rulemaking impacting the DRPT SSO program. The passage of MAP-21 has resulted in the promulgation of numerous new draft regulations affecting SSO programs, including, but not limited to training and certification requirements for SSO staff and contractors; new SSO program requirements, a National Safety Plan, and Transit Asset Management. The contractor will provide review and technical assistance to DRPT for all proposed and final, legislation, regulations, and rulemaking impacting the DRPT SSO program.

Deliverable(s): The contractor will prepare written summaries of any new legislation, regulations, or rules that impact DRPT's SSO program within 30 days of publishing. The contractor will also assist DRPT in preparing written comments as part of the public comment process, and is prepared to submit DRPT's comments to FTA on their behalf.

13. Meetings, conference calls, and other on-site/virtual activity support. The contractor should be prepared to assist DRPT SSO in facilitating conference calls, meetings and other on-site/virtual activities including but not limited to:

- a. Regular DRPT/HRT SSO coordination meetings. These may be held either monthly or quarterly, depending on the volume or ongoing SSO activity.
- b. Other DRPT or HRT meetings, as needed. These may include, but not be limited to:
 1. Operations Safety and Security Committee meetings;
 2. Rail Safety Committee meetings;
 3. Safety Management System Committee;
 4. Emergency Drills and Exercises;
 5. Fire/Life Safety meetings.

Deliverable(s): The contractor will take minutes and/or provide written summaries of meetings attended to DRPT within 30 days of the meeting or other on-site/virtual activity. The contractor will format minutes and meeting summaries in accordance with DRPT requirements.

14. Implement the Inspection Program and Rule Compliance checks at HRT. The contractor will assist in preparing and implementing an inspection and rule compliance program at HRT as is required under the 674 certified Program Standard. The inspection program will be designed to inspect of all aspects of the HRT Tide light rail system to include, but not limited to:

- Tide Track,

- Power and Signal Systems,
- Light Rail Vehicle Maintenance,
- Tide Operations Control Center operations,
- Fitness for Duty,
- Roadway Worker Protections and Track Access, and
- Rules Compliance.

The inspection program will consist of 3 announced or unannounced inspections and 3 rule compliance checks. Rules Compliance checks will not be as rigorous as inspections. Rules Compliance checks will cover HRT Tide operating rules outlined in the HRT Rail Operations Rulebook, as well as, applicable Tide Standard Operating Procedures (SOPs). Inspections and rule compliance checks will be documented and reported to the HRT Chief Safety and Security Officer (CSSO). Observations rising to the level of immediate safety risk will be communicated the CSSO for immediate action.

Deliverable(s): The contractor will create and document a regimented inspection program to include procedures and checklists for conducting inspections and rule compliance checks. The procedures will outline how DRPT communicates and coordinates with HRT for announced inspections as well as how DRPT will conduct unannounced inspections. Further procedures will detail how inspections will be conducted per the inspection areas mentioned above. The contractor will provide relevant subject matter experts for inspections mentioned above, as well as provide assistance for rule compliance checks along the Tide system. All documentation will be in accordance with DRPT requirements. The contractor will provide additional assistance relevant to the inspection program and rule compliance checks as directed by DRPT.

NOTE: Due to the on-going COVID-19 global pandemic, the inspection program has been suspended in 2019 for safety reasons. While we are unsure of the status of the pandemic, vaccine(s) and therapeutics going into 2021, the contractor will coordinate with DRPT SSO to implement the inspection program based on the on-going conditions and status of the pandemic throughout 2021.

C. Travel

Contractor personnel will be available to travel to Norfolk or Richmond Virginia, as well as Washington DC, for various meetings and other activities, as required by DRPT. Any required travel will be conducted in accordance with applicable Virginia state travel regulations.

NOTE: Due to the on-going COVID-19 global pandemic, travel will be subject to the status of the COVID-19 pandemic throughout 2021 and any contractor, or DRPT agency travel restrictions. Any potential travel will be reviewed and coordinated between the contractor and DRPT.

D. Other Deliverables

a. Bimonthly Invoices

The consultant will submit billing invoices bimonthly (every two months) to DRPT for review and approval.

b. Other Deliverables, As Required

As required by DRPT, the contractor will provide other deliverables relative to the fulfillment of the items describe in the Scope of Services above, including, but not limited to, paperwork, briefings, and reports.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

PROPOSED PROCUREMENT SCHEDULE:

Issue Date of RFP	February 14, 2022
Pre-Proposal Conference	February 24, 2022 at 1:00pm EST
Deadline for receipt of Proposals	March 24, 2022 at 3:00pm EST
Oral Presentations (if needed)	Week of May 9, 2022 **
Negotiations	Week of May 23, 2022 **
Proposed Contract Award	May 31, 2022 **
** These dates may change	

GENERAL REQUIREMENTS

1. In order to be considered for selection, Offerors must submit a complete sealed electronic response to this RFP. RFP must be submitted electronically using eVA. <https://eva.virginia.gov/index.html> If you are not registered in eVA, you must do so in order to submit a proposal and have a contract with the state of Virginia.

Proposals must be received in eVA by March 24, 2022 at 3pm.

1. Electronic Proposal Preparation

- A. Proposals shall be electronically signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the DRPT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the DRPT at its discretion.
- B. Proposals should be organized in the order in which the requirements are presented and follow the requirements in Section 2: Specific Proposal Requirements of this RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- C. Proposals should be prepared simply and economically, providing straightforward concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each tab must be submitted separately as an attachment in eVA. Each attachment can be no more than 60MB. You can submit up to five attachments at a time and as many as necessary. Elaborate brochures and other representations beyond that

sufficient to present a complete and effective proposal are neither required nor desired. Proposals should use a font size of 12 (or larger) and have no less than ¾” margins. **No proposal, in its entirety, should exceed 100 pages one-sided.**

- D. Proprietary information must be clearly marked as proprietary prior to submittal. If the Offeror wishes to submit a version of the proposal that has proprietary information redacted, the redacted version must be submitted as a separate tab at the end and marked clearly and must redact all proprietary information. Section numbers which are redacted must be identified as follows: Example: Section 3, paragraph B: “Redacted.” The Offeror is responsible for ensuring that the redacted version of the proposal is carefully edited, altered, and refined in order to protect and maintain complete confidentiality of protected information.

In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific program objectives outlined in the Statement of Needs.

DRPT reserves the right to ask any Offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which DRPT deems desirable, and does not affect quality, quantity, price or delivery.

2. SPECIFIC PROPOSAL REQUIREMENTS

Proposals must be as thorough and detailed as possible so that DRPT may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete.

Proposals shall be binding upon the Offeror for 120 days following the proposal due date. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Every effort will be made by DRPT to provide status information during the selection process.

RFP Cover Sheet – The RFP Cover Sheet which is page two of this RFP shall be completely filled out and signed as required.

State Corporation Commission (SCC) Identification Number – See Attachment B - Special Terms and Conditions for the SCC Identification Number reporting requirement.

Tab 1 Understanding of Work and Plan for Providing Services – The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from DRPT. The Offeror must also describe the management procedures it will follow to oversee work by its personnel and work by subcontractors on multiple purchase orders simultaneously.

Tab 2 Experience and Qualifications – The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Statement of Needs. The key personnel who could be assigned to these various tasks must be identified. The Offeror must demonstrate that it has sufficient personnel with the various types of skills needed to staff the purchase orders when needed. The Offeror shall provide all of the following information concerning its company, subcontractor and personnel qualifications.

- A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.
- B. A list of the key personnel including subcontractors who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.
- C. A list of references to include name, address, telephone number, email address, project, and dollar amount of project.
- D. A Certificate of Insurance with at least the minimum amount of coverage cited in the Insurance clause in Attachment A - Required General Terms and Conditions of the RFP.

Tab 3 Virginia Department of Minority Business Enterprise (DSBSD) Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWAM) Participation – The Offeror shall indicate the percentage of DSBSD SWAM participation and specify the types of work to be performed by DSBSD SWAM subcontractors. In order to be considered for the selection of this RFP, the Offeror must include Attachment C - Small Business Subcontracting Plan in each copy of the proposal.

- A. If the Offeror on the contract is a DSBSD-certified small business, the Offeror shall indicate such in Section A of Attachment C. This shall include DSBSD-certified women-owned and minority-owned businesses that meet the small business definition and have received the DSBSD small-business certification.
- B. If the Offeror is not a DSBSD-certified small business, the Offeror is required to identify the portions of the contract the Offeror plans to subcontract to DSBSD-certified small business by completing and returning Section B of Attachment C.
- C. If the Offeror is not a DSBSD-certified small business and cannot practicably subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation, the non DSBSD-certified Offeror must document on Attachment C, section C, past efforts made to provide subcontracting opportunities to DSBSD-certified small businesses for other contracts within the past 24 months.

All DSBSD SWAM Offerors or subcontractors must be certified with DSBSD. If the Offeror or subcontractor is not certified, they must demonstrate that they are eligible to be certified, and must receive such certification prior to the solicitation due date. DSBSD can be contacted at (804) 786-5560. The DSBSD SWAM goal for this contract is 15 percent. If the prime Offeror is DSBSD SWAM certified, they will receive full credit for planned involvement.

Tab 4 Contact Person – The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or subcontractor involved in the proposal.

Tab 5 Staffing and Pricing Plan – Offerors shall identify all staff positions by person and **actual** hourly rates (base rate, overhead and profit listed separately along with the total rate) in Attachment D - Price Schedule for the 12 potential services described in the Statement of Needs, and listed pursuant to Tab 2 to be fully loaded with all direct salaries and general overhead. Final pricing/rates will be addressed

in the negotiation phase. Transportation costs, travel, and per diem rates must not be included in determining the fixed billable hourly rates. Proposals must provide for a diversity of team members and hourly rates, given the varied nature of the potential work assignments under this contract.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA - Multiple Offerors will be qualified and selected by DRPT’s Selection Committee based on the following weighted criteria:

<u>FOR SERVICES</u>	<u>POINT VALUE</u>
1. Project management and communication experience and/or quality of previous project management services rendered (including ability to complete task orders on time and within budget, proper invoicing, and Quality Assurance / Quality Control procedures)	10 points
2. Experience with development of major capital transit projects, NEPA, multimodal corridor studies, and transit operations planning and analysis	10 points
3. Experience with regional and statewide transit and TDM planning, performance measurement, and transportation/land use planning	10 points
4. Qualifications and availability of proposed staff and resources to perform potential tasks	30 points
5. Experience with public outreach, marketing, and training	10 points
6. Commitment to DSBSD SWAM Utilization	20 points
7. Price	10 points
Total Points	<hr/> 100 points

B. AWARD TO MULTIPLE OFFERORS - DRPT reserves the right to make multiple awards as a result of this solicitation. Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the RFP. Negotiations shall be conducted with the Offerors selected. After negotiations have been conducted with each Offeror selected, the agency shall select the Offerors, which, in its opinion, have made the best proposal and shall award the contract to those Offerors. Should DRPT determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

C. AWARD DOCUMENTS AND CANCELLATION - The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and of the Offeror’s proposal as negotiated. In the event there is a conflict between the Offeror’s proposal and the requirements, terms, and conditions of the solicitation, the requirements, terms, and conditions of the solicitation shall apply.

DRPT may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (*Code of Virginia* § 2.2-4359(D).)

D. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, DRPT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

E. PROTEST OF AWARD: An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the DRPT Purchasing Division, 600 East Main Street, Suite 2102, Richmond, Virginia 23219, no later than 10 days after public notice of award or announcement of the decision to award, whichever occurs first. The public notice will be in the area designated for solicitation/proposal and award notices. The protest must include the basis for the protest and the relief sought. Within 10 days after receipt of the protest, the Chief Financial Officer (CFO) will issue a written decision stating the reasons for the action taken. This decision is final unless within 10 days after receipt of such decision, the Offeror institutes legal action as provided in the *Code of Virginia*.

VII. REPORTING AND DELIVERY REQUIREMENTS

A. TASK ORDERS - Work associated with this contract must be conducted within an approved task order for which a purchase order will be issued and authorized by the DRPT Procurement Manager. No work is authorized to begin until a purchase order has been issued through eVA. The Offeror and DRPT are expected to negotiate the scope, budget, schedule and deliverables for each task and the manner in which payment will be made. The payment method must be agreed to and documented within the task order. The Offeror is fully expected to strictly adhere to the mutually agreed upon levels of effort and costs and complete the scope of work within the agreed upon budget and schedule. The Offeror will not be compensated for unauthorized work performed outside the approved scope of work.

- a. Fully loaded fixed hourly rates proposed and accepted via the Offeror initial response to the RFP and included in any negotiated Offeror responses may be used in individual task orders; however, the total quantity of hours, the job category, and the related project work plans for any work efforts may be subject to negotiations.
- b. Once fixed price task order project work plans are approved by DRPT, a task order may be issued to the selected Offeror specifying the maximum hours allowed by job category.
- c. To provide the most flexibility in work assignments, task orders may be issued as fixed price task orders or time and materials (fixed billable hourly rates) task orders. Task orders may have a combination of attributes listed above.

B. TASK ORDER SCHEDULE - The Offeror is required to develop a detailed task schedule as part of the task order. Once fixed priced task order activities have been defined at the time of task order initiation, their relationships shall be identified, start and end dates set, and budget controls established. At the sole discretion of DRPT, the task order completion date may be extended past the originally agreed upon completion date. Extension requests must be sent to the DRPT Procurement Manager and Program Manager no later than 30 days before the original completion date.

C. PROGRESS REPORTS – Offerors must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Offeror shall submit monthly progress reports providing detailed information on the status of the work effort on each of the various project tasks. The progress reports shall include total authorized funds and expended funds to date. It shall summarize all work efforts in the reporting

period including personnel and hourly utilization. It shall also discuss any anticipated difficulties and proposed resolution.

D. SWAM AND OTHER REPORTING REQUIREMENTS – See Attachment B - Special Terms and Conditions for additional reporting requirements.

E. MEETINGS AND REVIEWS - DRPT may hold an initial conference with the Offeror at a place and time selected by DRPT for the purpose of reviewing the Offeror’s schedules, procedures, methods, and to clarify any ambiguities that may then exist. The Offeror’s Principal Officer and others requested by DRPT shall attend the conference. DRPT may request additional reviews during the contract period to evaluate vendor performance and provide feedback.

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE - There will be a Mandatory pre-proposal conference for this RFP on February 24, 2022 at 1pm EST. The pre proposal will be held via teleconference using the GOTOWebinar service. The Step by step instructions on how to attend the meeting will be in an attachment after the RFP. DRPT is requesting only two representatives from each firm be on phone/registered. Please register at <https://attendee.gotowebinar.com/register/6908566229935658255> Webinar ID 448-720-803 Call in number is 914/614-3221 Attendee Code is 231-142-152 After registering, you will receive a confirmation email containing information about joining the webinar. Please make sure you are able to log in, register, and are familiar with the gotowebinar service in advance. If you dial in late you will miss important information and DRPT will not go back over what has already gone over.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

IX. REQUIRED GENERAL TERMS AND CONDITIONS - Please see Attachment A - Required General Terms and Conditions.

X. SPECIAL TERMS AND CONDITIONS - Please see Attachment B - Special Terms and Conditions.

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ATTACHMENT A

REQUIRED GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:
By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

1. Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the

Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the

Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution

process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **RESERVED**

R. **RESERVED**

S. **RESERVED**

T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000
aggregate	
Architecture	\$2,000,000 per occurrence, \$6,000,000
aggregate	
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence,
\$3,000,000 aggregate	
Health Care Practitioner (to include Dentists, Licensed Dental	

Hygienists, Optometrists, Registered or Licensed
 Practical Nurses, Pharmacists, Physicians, Podiatrists,
 Chiropractors, Physical Therapists, Physical
 Therapist Assistants, Clinical Psychologists,
 Clinical Social Workers, Professional Counselors,
 Hospitals, or Health Maintenance
 Organizations.)

Code of Virginia § 8.01-581.15

<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

Insurance/Risk Management aggregate		\$1,000,000	per	occurrence,	\$3,000,000
Landscape/Architecture	aggregate	\$1,000,000	per	occurrence,	\$1,000,000
Legal aggregate		\$1,000,000	per	occurrence,	\$5,000,000
Professional Engineer aggregate		\$2,000,000	per	occurrence,	\$6,000,000
Surveying aggregate		\$1,000,000	per	occurrence,	\$1,000,000

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time

after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or

Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

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ATTACHMENT B
SPECIAL TERMS AND CONDITIONS

- 1. AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- 2. CHANGES TO THE RATES ON THE PRICE SCHEDULE:** Rates may be revised by mutual agreement of the Department of Rail and Public Transportation (DRPT) and the Offeror 60 days prior to the renewal periods starting date. If DRPT elects to exercise the option to revise rates for the two one-year renewal periods the contract prices for the increase shall not exceed the contract prices stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available. The Offeror shall convey in writing its request to raise/lower prices to DRPT no later than 60 days prior to the renewal periods starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion in its decision to allow price increases.
- 3. RENEWAL OF CONTRACT:** This contract may be renewed upon written agreement of both parties for two successive one-year periods, under the terms of the current contract, at approximately 60 days prior to the expiration.
- 4. CANCELLATION OF CONTRACT:** DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Offeror. After the initial three-year contract period, the resulting contract may be terminated by either party, without penalty, upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
- 5. eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order

6. AUDIT: The Offeror shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. DRPT, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

7. KEY PERSONNEL/SUBCONTRACTOR: People identified in terms of this RFP as “key personnel” who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the Offeror unless removed from work on the contract with the consent of DRPT. DRPT reserves the right to approve any personnel or subcontractor proposed for the work described in this RFP and/or any subsequent purchase order resulting from this RFP. DRPT will provide written justification to the Offeror when approval is not granted. DRPT will provide the Offeror with copies of all written approvals.

8. PRIME OFFEROR RESPONSIBILITIES FOR SUBCONTRACTS:

No portion of the work shall be subcontracted with a subcontractor not already included on the contract without a prior request from the Offeror and written consent of the DRPT Procurement Manager. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the Procurement Manager and Program Manager with the names, qualifications and experience of their proposed subcontractors.

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

9. ADDITIONAL USERS OF CONTRACT: This procurement is being conducted on behalf of all grantees (Agencies Funded by DRPT) . Grantees may be added or deleted at anytime during the period of the contract only by written contract modification issued by DRPT. Such modification shall name the specific grantee added or deleted and the effective date. The Offeror shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

10. REPORT OF ORDERS RECEIVED FROM ADDITIONAL USERS: The Offeror shall provide Attachment F - Report of Orders Received from Additional Users to DRPT quarterly. This report shall reflect orders received from additional users on the contract for the respective quarter. The Offeror must remit the report within 15 days after the end of each quarterly calendar reporting period even if there was no activity.

11. SMALL BUSINESS SUBCONTRACTING PLAN AND EVIDENCE OF COMPLIANCE:

Each prime Offeror who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to DRPT on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. The Offeror shall use Attachment E - Monthly SWAM Report or other form approved by DRPT to report amounts paid to SWAM businesses on a monthly basis as well as paid to date. Said attachment or other approved form shall be submitted by the 15th of the month for the prior month to Melissa Myers, Purchasing Manager, at Melissa.myers@drpt.virginia.gov. When such business has been subcontracted to these firms and upon completion of the contract, the Offeror agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-

owned, or minority-owned), and type of product or service provided. Payment may be withheld until compliance with the plan is received and confirmed by the agency or institution. DRPT reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

12. DISADVANTAGED BUSINESS ENTERPRISES (DBE) SUBCONTRACTOR REPORT: The Offeror shall provide to DRPT quarterly Attachment H - DBE Subcontractor Report. This report shall reflect DBE related information on subcontractors utilized on the contract. The Offeror must remit the report within 15 days after the end of each quarterly calendar reporting period.

6.

13. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: The Offeror must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by DRPT.

7.

14. CLAIMS: The Offeror shall be responsible for all damage and expense to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Offeror shall defend and hold harmless the Commonwealth of Virginia, DRPT, its officers, agents, employees and any other authorized users from and against any and all damages, claims, suits, judgments, expenses, actions, and costs of every name and description caused by any negligent act or omission in the performance by the Offeror, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, of the services under this Agreement.

8.

15. CONTRACTUAL CLAIMS AND DISPUTES: Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the *Code of Virginia*. Claims shall be submitted to the Director of DRPT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the CFO of DRPT who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

16. ADVERTISEMENT: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DRPT will be used in product literature. The Offeror shall not state in any of its advertising or product literature that DRPT has purchased or uses any of its products or services, and the Offeror shall not include DRPT in any client list in advertising and promotional materials.

17. INTELLECTUAL PROPERTY RIGHTS: DRPT shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property includes all inventions subject to the United States (U.S.) Patent System. This shall be inclusive but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U.S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases. Furthermore, DRPT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals shall recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT, nor the Offeror intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a "joint work" under the copyright laws. In the case that either in whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then Offeror agrees to

assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The Offeror warrants that no individual, other than regular employees and subcontractors of the Offeror, DRPT regular employees, agents, or assigns or additional users, while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to DRPT either directly or through the Offeror.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Offeror shall not patent any invention conceived in the course of performing this contract. The Offeror hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the Offeror shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by DRPT shall have the effect of rescinding the provisions of this section.

DRPT is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Offeror for which DRPT has fully paid the Offeror as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the Offeror shall remain the property of the Offeror. The Offeror grants to DRPT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to DRPT pursuant to this section.

Notwithstanding anything herein to the contrary, DRPT acknowledges that as part of the Offeror's provision of services hereunder, the Offeror may license third-party software or acquire proprietary works of authorship (collectively referred to as "products"), which have been developed by third parties. DRPT must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the Offeror and DRPT agrees that these products will remain the sole property of the third party.

The Offeror shall grant DRPT license to use all software developed by the Offeror under this contract in other applications within Virginia as DRPT sees fit. Should the Offeror desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing 60 days prior to such use. Furthermore, DRPT shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to DRPT releasing software rights. Typically, DRPT prefers increased software capabilities and/or functionality instead of monetary compensation.

18. PATENT RIGHTS: If any invention, improvement or discovery of the Offeror or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Offeror shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the Offeror, its subcontractors, and DRPT with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

19. PROTECTION OF PERSONS AND PROPERTY:

The Offeror expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Offeror's operation in connection with the work.

The Offeror shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.

The Offeror shall continuously maintain adequate protection of all work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. The Offeror should make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. The Offeror shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Offeror shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authorities, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Offeror, without special instruction or authorization from the owner, shall act, at its discretion, to prevent such threatened loss or injury. Also, should the Offeror, to prevent threatened loss or injury, be instructed or authorized to act by the owner, the Offeror shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Offeror on account of any emergency work shall be determined as provided by Attachment A – Required General Terms and Conditions.

9.

20. MANNER OF CONDUCTING WORK AT JOB SITE: All work shall be performed according to the industry standards and to the complete satisfaction of DRPT.

The Offeror shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of DRPT.

Sexual harassment of any employee, DRPT or Offeror, will not be tolerated and is to be reported immediately to the DRPT Program Manager.

All work to be conducted by the Offeror in any facility shall be coordinated in advance with the DRPT Program Manager. If applicable, the Offeror shall coordinate his/her work efforts with other existing Offeror/agency work efforts through the DRPT Program Manager. All Offeror work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M, unless otherwise approved by the DRPT Program Manager.

21. POLICY OF EQUAL EMPLOYMENT: DRPT is an equal opportunity/affirmative action employer. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment.

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

so authorized. Indicate the above information Attachment I – SCC Form. Offeror agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation Attachment I - SCC Form) is streamlined and not definitive, and the Commonwealth’s use and acceptance of such form, or its acceptance of Offeror’s statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Offeror as demonstrating compliance.

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ATTACHMENT C

Virginia Department of Small Business and Supplier Diversity (SBSD) SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: Small business means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DSBSD-certified women-owned and DSBSD-certified minority-owned businesses when they have received DSBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51 percent owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51 percent owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by DSBSD by the due date of the solicitation to participate in the Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWAM) program. Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions: (Failure to complete and submit this form may result in your proposal not being considered.)

- A. If the Offeror is certified by DSBSD as a small business, complete only Section A of this form. This shall include DSBSD-certified women-owned and DSBSD-certified minority-owned businesses when they have received DSBSD small business certification.
- B. If the Offeror is not certified by DSBSD as a small business and plans to subcontract part of this contract with a DSBSD-certified business, complete only Section B of this form.
- C. If the Offeror is not certified by DSBSD as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DSBSD-certified business, only provide the information requested in Section C of this form.

Section A

If the Offeror is certified by DSBSD, the Offeror is certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification Number: _____ Certification Date: _____

Section B

Populate the table below to show the firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall include DSBSD-certified women-owned and DSBSD-certified minority-owned businesses that meet the small business definition and have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

Section C

Respond to how the Offeror has met or exceeded **at least two** of the following indicators within the past 24 months. The response may include any good faith efforts made regarding this procurement.

C. **Good Faith Effort Indicators by the Offeror**

1. Identify areas of work the business has subcontracted to DSBSD-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by the business in the past to locate DSBSD-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by the firm to locate DSBSD-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DSBSD and other outreach agencies and organizations which indicate the solicitation of such for utilization of subcontracting opportunities on other contracts for which the business has competed.
5. List areas of work which the business has subcontracted with DSBSD-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts the business has in place.
7. Provide documentation of follow-up on initial contacts with DSBSD-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

Contract/Project Manager: Provides direction and management for small to large projects and ensures on-schedule completion within scope and budget. Responsible for preparing proposals to client's scope of work, management and performance of the project. Plans and defines project goals and devises methods to accomplish them. Requires at least 12-20 years of experience. Professional Planning or Professional Engineering registration generally is required at this level.

Principal Planner: Determines methods and solutions for complex planning problems and selects the most efficient and economical manner in meeting objectives. Applies advanced planning techniques and analyses within a discipline. As a qualified professional may serve as a technical task manager. Requires at least 10-18 years of experience.

Senior Planner: Completes a wide variety of planning assignments, applying specialized techniques and analyses with a discipline. Is proficient in the use of most planning theories and practices. Has 10-12 years of experience.

Planner: Performs conventional and moderately complex planning assignments applying a variety of planning analyses within a discipline. Has 5-8 years of experience in planning or landscape architecture.

Senior Environmental Specialist: Provides direction of specialized environmental and planning services as well as regulatory support, environmental planning, design, and mitigation management. This position requires 5-7 years of experience.

Environmental Specialist: Has knowledge of state and federal environmental regulations, permitting, and the ability to prepare reports as required for regulatory compliance. This position requires 4-6 years of experience.

Senior Financial Analyst: Under direction, performs a variety of professional financial forecasting and analysis work of a specialized or complex nature. Develops and analyzes long-range financial forecasts, capital cost estimates, funding strategies, profitability analysis, and life-cycle cost analysis for transit operations. This position requires 4-6 years of experience.

GIS Manager: Performs a variety of mapping and graphic tasks by applying standard GIS techniques. Requires specialized and continuing education in GIS upgrades. This position requires 5-7 years of experience.

Graphics Specialist: Performs mapping and graphics tasks, including the development of project and program related graphics. Requires expertise in graphic design and marketing. This position requires 3-5 years of experience.

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ATTACHMENT G

Disadvantaged Business Enterprises (DBE) Subcontractor Report

DBE SUBCONTRACTOR REPORT												
PRIME CONTRACTOR NAME												
PRIME CONTRACTOR TAX ID												
CONTACT NAME												
TITLE/POSITION												
CONTRACTOR ADDRESS												
CONTRACTOR PHONE NUMBER												
EMAIL												
PROJECT TITLE												
DBE AWARD/COMMITMENT												
PAYMENTS TO SUBCONTRACTORS												
MONTH/YEAR	DBE SUBCONTRACTOR NAME	DBE SUBCONTRACT TAX ID	DBE EVA#	DBE CONTRACT #	Black American	Hispanic American	Native American	Subcont. Asian American	Asian-Pacific American	Non-Minority Women	Other	Total DBE Payments
												-
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DBE SUBCONTRACTOR TOTALS												-

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ATTACHMENT H

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The Offeror:

is a corporation or other business entity with the following SCC identification number: _____ -
OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

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ATTACHMENT I

FEDERAL TERMS AND CONDITIONS

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 10465 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract.

Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

a. **Termination for Convenience (General Provision)** the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for

any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute):

(1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program, b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b)

DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001

and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20

. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49

. § 5332, as stated in section a,

. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,

(h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance, h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights in Data

Contracts Involving Experimental, Developmental, or Research Work (\$3,500 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of “Subject Data.” Examples of “subject data”: (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but

(2) Do not include: (a) Financial reports,

(b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient’s own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government’s prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA’s copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient’s use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and

(b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3

Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and

(b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or

(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned

or leased either by the Contractor or AGENCY.

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

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Federal Certifications

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CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date __/__/__

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____

Attachment J - Additional Users List

	MPO/Regional Orgs	Transit Agency	Human Service	Commuter Assistance Programs
Western VA/I-81 Corridor	Bristol	City of Winchester	Alleghany Highlands CS	Central Shenandoah PDC
	Kingsport	AASC/Four County	Blue Ridge Opportunity Svc	Northern Shendoah Valley RC
	New River Valley	City of Bristol	Friendship Industries	Roanoke Valley-Alleghany RC
	Roanoke Valley	District Three	Giles Family & Health Center	New River Valley PDC
	Staunton-Augusta-Waynesboro	Mountain Empire	Grafton School	
	Harrisonburg	RADAR/UHSTS	Junction Center	
	Winchester	Town of Bluefield	Mount Rogers CSB	
		Blacksburg Transit	New River Valley CSB	
		City of Radford	NRV Senior Services	
		Greater Roanoke Transit	Pleasant View	
		Pulaski Area Transit	Rockbridge Area Occ Center	
		City of Harrisonburg	Rockbridge Area Trans Syst	
		Central Shenandoah PDC	Rockbridge CSB	
			Shenandoah AAA	
			Shen-Paco Industries	
			ARC of Augusta	
			ARC of Harrisonburg/Rock.	
		Valley CSB		
		Goodwill of the Valleys		
		Valley Program for Aging		
		Vector Industries		
Piedmont	Charlottesville	Town of Altavista	Adult Day of Mville/Henry	Central Virginia PDC
	Danville	Farmville Area Bus	Aging Together	Thomas Jefferson PDC
	Lynchburg	Greater Lynchburg Transit	CVACL	Rapp-Rapidan PDC
		JAUNT, Inc.	Crossroads Community Svc	West Piedmont PDC
		Lake Country	Danville-Pittsylvania CSB	
		Town of Blackstone/BABS	Horizon Behavioral Health	
		Danville Transit	Lake Country	
		Charlottesville	Piedmont Community Svc	
			Piedmont Senior Resources	
			Presbyterian Homes	
			Rapp-Rapidan CSB	
			Rapp-Rapidan PDC	
			Region Ten CSB	
			Southern Area AAA	
			Southside CSB	
			Stepping Stones, Inc.	
			STEPS, Inc.	
		ARC of Central Virginia		
		Town of Blackstone/BABS		
Northern Virginia	NVTA	County of Loudoun	Prince William AAA	COG
	COG	City of Fairfax	Rappahannock AAA	City of Alexandria
	FAMPO	PRTC	ECHO, Inc.	Arlington County
	NVTC	NVTC - VRE	ARC of Greater Prince William	City of Falls Church

	PRTC	Arlington County		DATA
		City of Alexandria/DASH		Fairfax County
		Fairfax County		GWRC
		Virginia Regional Transit		Loudoun County
		FRED		PRTC
		WMATA		Tysons Partnership
Richmond/Tri-Cities	Richmond TPO	Greater Richmond Transit	ARC of Greater Richmond	RideFinders
	Tri-Cities MPO	Greensville-Emporia	Beth Shalom	
		City of Petersburg	CapUp	
			Chesterfield CSB	
			City of Petersburg	
			Crater Dist AAA	
			Daily Planet	
			ElderHomes	
			Goochland Free Clinic	
			Goochland Powhatan CSB	
			Heart Havens	
			Henrico Area MH/DS Services	
			Richmond Residential Services	
			Senior Connections	
			Serenity, Inc.	
			St. Joseph's Villa	
Hampton Roads/Peninsulas	Hampton Roads TPO	Bay Aging	Bon Secours Senior Health	HRT-Traffix
		City of Suffolk	Charity Transport	Middle Peninsula PDC
		Hampton Roads Transit	Colonial Behavioral Health	Northern Neck PDC
		STAR Transit	Eastern Shore CSB	
		Town of Chincoteague	ESAAA/CAA	
		Williamsburg Area Tr.Auth	Guardian Angel	
			Hampton-NN CSB	
			Middle Peninsula PDC	
			Middle Peninsula- NN CSB	
			Norfolk Redev. & Housing	
			Norfolk Senior Center	
			Peninsula Agency on Aging	
			Portco, Inc.	
			Senior Services of SE VA	
			Suffolk Redev & Housing	
			ARC of Greater Williamsburg	
			VersAbility Resources, Inc.	
			Western Tidewater CSB	
			VersAbility Resources, Inc.	
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