Contract for General Planning Consultant Services for Rail Transportation Programs and Projects in Virginia

Contract Number 505-17-CC0001

THIS CONTRACT entered into this 18th day of January, 2017 by HDR Engineering Inc., hereinafter called the “Contractor”, and Commonwealth of Virginia, Department of Rail and Public Transportation (DRPT), called the “Department” or “Purchasing Agency”, is for a Contract for General Planning Consultant Services for Rail Transportation Programs and Projects in Virginia.

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

SCOPE OF WORK: The Contractor shall provide the services to the Virginia Department of Rail and Public Transportation as set forth in the contract documents.

PERIOD OF PERFORMANCE: This contract covers the period of January 18, 2017 through January 17, 2020.

THE CONTRACT DOCUMENTS shall consist of:

1. The signed contract
2. The following sections of the Request for Proposals # 505-17-CC0001 dated August 29, 2016:
   (a) The Statement of Needs
   (b) General Terms and Conditions
   (c) Special Terms and Conditions
3. The Contractor’s proposal dated September 15, 2016 and the Contractor’s Final Price Schedule for HDR Engineering, Inc. and their Subcontractors.

CERTIFICATION REGARDING LOBBYING: The Contractor Certifies that it is in compliance with 49CFR Part 20, Certification Regarding Lobbying.

The Smartest Distance Between Two Points
www.drpt.virginia.gov
NOTICE TO PROCEED: No work shall be done by the Contractor prior to receipt of written notice to proceed in the form of an eVA Task Order from the Department Contract Manager. The Department will not be responsible for payment for work done in advance of such notice.

CONSIDERATION: This will be a Requirements contract with fixed labor rates. The consideration for Task Orders will be paid on a fixed billable rate basis using fully loaded hourly bill rates as shown in the attachment. Fees for specific task assignments shall be in accordance with the Price/Cost Chart included in your Final Price Schedule for the approved individuals assigned to the task. The hours allowed for classification for a Task Order will be negotiated prior to the start of any work. All Task Orders will have a maximum cost.

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

Contractor:
HDR Engineering, Inc.

By: __________________________
Kenneth E. Aducci
Title: Senior Vice President
Date: January 3, 2017

Dept of Rail and Public Transportation

By: __________________________
Jamie Motley
Title: Mgr of Budget
Date: 1/10/2017
REQUEST FOR PROPOSAL
505-17-RR0001

Contract For General Planning Consultant Services for Rail Transportation Programs and Projects in Virginia – Competitive Negotiation for Non-Professional Services

There will be an optional pre-proposal conference for this solicitation on Monday August 29th at 10am

Offeror Registration: In order to receive an award you must be a registered Offeror with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with 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 relating to discrimination in employment.
Request for Proposals

RFP #: 505-17-RR0001

Issue Date: August 19, 2016

Title: Contract for General Planning Consultant Services for Rail Transportation Programs and Projects in Virginia – Competitive Negotiation for Non-Professional Services

Commodity Code: 918-12 Consulting Services

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: September 15, 2016 3:00 p.m.

All Inquiries to: Melissa Myers 600 East Main St., Suite 2102 Richmond, VA 23219 Melissa.myers@drpt.virginia.gov (804) 225-3745

ALL PROPOSALS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS ABOVE

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Company Name ___________________________________________ Date __________

Address ________________________________________________ Signature in Ink __________

City, State, Zip ___________________________________________ Printed or Typed Name of Above __________

FEI/FIN Number ___________________________________________ Phone __________

E-mail ___________________________________________________ Fax __________

Small, Women, and Minority (SWAM) Owned Businesses are encouraged to participate.
REQUEST FOR PROPOSALS

Contract for General Planning Consultant Services for Rail Transportation Programs and Projects in Virginia

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I. CONTRACT TERM

The initial contract term shall be for a period of three (3) years, renewable for up to two (2) successive one-year periods. 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 from qualified single entities or a team of firms offering as one single entity to establish a contract through competitive negotiation for the purchase of General Planning Consultant Services for DRPT's Rail Transportation Programs and Projects in Virginia. All requested services contained within this RFP will be specifically related to rail projects or rail initiatives of DRPT. It is the intent of DRPT to award up to five (5) qualified firms.

III. BACKGROUND

DRPT's Rail Division administers four (4) rail grant programs: the Rail Enhancement Program (Rail Enhancement Fund), Shortline Rail Preservation Program (Railway Preservation and Development Fund), the Rail Industrial Access Program (Fund for the Construction of Industrial Access Railroad Tracks), and the Intercity Passenger Rail Operating and Capital Fund (IPROC).

The Rail Division also provides for all rail planning and support for the Agency's freight and passenger railroad and rail transit initiatives and strategies. Program development involves identification of need and recommendation for new or updated programs based on alignment with Agency Mission or need, best business practices of the Agency, and direction of the Administration. Project involvement includes the review and evaluation of applications and proposals; quantifying the public benefits of the facilities or services to be provided for the public investment; drafting and negotiating agreements; review of project invoices both on and off site; and project closeout and documenting and tracking of project performance and the contingent interest in transportation facilities constructed or provided through the grant programs or Agency-funded projects. The Rail Division's rail planning efforts include, but are not limited to, major corridor investment studies and initiatives, updating the Rail Plan and the development of new rail transit fixed guideway projects/extensions, and a strategic rail investment plan and strategy for Virginia based on determined need, alignment with the Agency's goals and mission, anticipated revenues, and priorities identified for strategic corridor development.

The Rail Division also provides administrative and logistical support to the Virginia-North Carolina High Speed Rail Compact and represents DRPT on various boards and commissions. The Rail Division is also responsible for the development of the I-95 Corridor Rail Projects utilizing both state and federal funding sources. Since October 1, 2013, DRPT financially supports four Amtrak routes, and has been working to expand and enhance services throughout the Commonwealth. The Rail Division is often called upon by the Governor, Secretary of Transportation, local jurisdictions, or private industry to represent the Commonwealth's interest and expertise for the development or strategy to advance rail transit safety, economic development and transportation development, and to
recommend policies leading to the advancement of passenger and freight railroad and rail transit operations and services in Virginia.

IV. STATEMENT OF NEEDS

The following functions to be provided relate to both passenger and freight rail transportation programs, projects, and initiatives. The winning Offeror(s) (the “Contractor”) shall furnish all labor and materials. These functions include: Planning and Project Feasibility Analysis, Financial Planning and Analysis, Environmental Analysis, Evaluation and Analysis of Project Proposals, Proposal Evaluation under the Commonwealth’s Public-Private Transportation Act (PPTA), Public Participation, and other services. DRPT does not require the use of licensed professionals to perform the services to be provided.

Potential Services to be Provided by the Contractor

1. Planning and Project Feasibility Analysis
   - Conduct corridor and regional planning and feasibility studies. Work may include site-specific plans, alternative analysis and project simulations. May include transportation and land use planning and analysis, and multimodal planning.
   - Assist in the development of rail service proposals for the evaluation, negotiation and initiation of services.
   - Develop demand or market forecasts including utilizing rail transportation forecasting models.
   - Prepare project designs and layouts, design analysis, and cost estimates necessary to support planning studies.
   - Develop operating scenarios utilizing rail operational models and other tools, and estimate operating costs and revenues.
   - Conduct rail corridor maintenance assessments, surveys, and lease studies.
   - Assist to update inventories of abandoned railways, at-grade and grade-separated crossings, railroad structures and buildings, and other resources.
   - Assist in review and evaluation of Rail Enhancement Fund, Rail Preservation, Rail Industrial Access, and Intercity Passenger Rail Operating and Capital Fund grant processes and procedures, and applications, projects, and/or improvements to include the identification and evaluation of the public benefits to be achieved.
   - Collect and analyze data and complete train performance and rail line capacity analyses.

2. Financial Planning and Analysis
   - Conduct financial studies, capital cost estimates, funding strategies, profitability analysis, and life-cycle cost analysis for current or proposed railway operations.
   - Develop financial planning strategies for rail service proposals.
   - Update existing Commonwealth of Virginia Rail Plan and create a Strategic Rail Investment Plan and Strategy for Virginia.
   - Conduct operational planning including analysis of operating budgets, ridership, and revenue estimates.
   - Develop state and federal grant applications including program application processes and procedures.
   - Develop a standardized budget, schedule, and schedule of values and review such documents as submitted by grantees of rail programs.
   - Develop project management process to track grantee progress and performance, compile data, and produce statistical reports and data summaries as identified.
• Develop a process to inventory and track contingent interest in grantee facilities paid for by DRPT.

Potential Services to be Provided by the Contractor, continued

3. Environmental Analysis
• Conduct in whole or in part, or provide oversight of, environmental studies and analysis 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) and other related federal, state, and local regulations, and/or agency need.
• Prepare all necessary technical reports, appendices, meeting minutes, memoranda, and required environmental permits.

4. Evaluation and Analysis of Project Proposals
• Conduct analysis of rail project proposals prepared by others.
• Ensure the Commonwealth is receiving appropriate value for projected costs and that projected costs are reasonable for the results to be achieved.

5. Proposal Evaluation under the Commonwealth’s PPTA
• Assist DRPT in evaluating proposals under the state’s PPTA program to ensure the proposals provide a clear benefit to the Commonwealth.

6. 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.
• Coordinate and conduct public meetings, workshops, and hearings, and coordinate with local and railroad officials.
• Develop special reports, presentations, or brochures including graphics, drawings, and concept visualization.
• Develop, produce, and implement research, marketing, and public relations programs associated with applicable projects/programs.

7. Other services
• Assist in the development and/or review of DRPT’s rail policy.
• Assist in securing necessary permits including railroad rights-of-entry.
• Develop a process for the administration and compliance of a statewide rail safety oversight program in accordance with federal requirements and assist in its implementation.
• The Contractor will be required to complete other work of a nature consistent with the intent of the RFP.

Services procured under this contract will be done on a Purchase Order basis. No commitment is made until an eVA Purchase Order is issued. For certain purchase orders, the scope of services prepared by DRPT may be sent to multiple firms awarded under this contract for a Contractor’s estimate.
V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

GENERAL REQUIREMENTS

1. RFP Response - In order to be considered for selection, Offerors must submit a complete sealed written response to this RFP. One (1) original and five (5) copies (so marked) of each proposal must be submitted to the DRPT. No other distribution of the written proposal shall be made by the Offeror. Proposals must be received at the following location by September 15, 2016 at 3:00 p.m.

   Attn: Melissa Myers
   Department of Rail and Public Transportation
   600 East Main Street, Suite 2102
   Richmond, VA 23219

   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.

2. Written Proposal Preparation

   A. Proposals shall be 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 in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within 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 a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. No proposal, in its entirety, should exceed 100 pages one-sided.
SPECIFIC PROPOSAL REQUIREMENTS

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

**RFP Cover Sheet** – The RFP Cover Sheet (page 2 of this RFP) shall be completely filled out and signed as required.

**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 the Department. The Offeror should also describe the management procedures it will follow to oversee work by its personnel and work by sub-consultants 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 should be identified. The Department recognizes that due to the long term, open-ended nature of the agreement that will be issued as the result of this RFP, Offerors will not be able to guarantee that all of the individuals identified in the proposal will be available for assignment when a specific purchase order request is issued. The Offeror must therefore 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, sub-consultants and personnel qualifications.

A. A detailed statement indicating the organizational structure under which the Offeror 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 sub-consultants, 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, project, and cost of the project.
SPECIFIC PROPOSAL REQUIREMENTS, continued

Tab 3  Virginia Department of Minority Business Enterprise (DMBE/SWAM) Participation – The Offeror shall indicate the percentage of DMBE/SWAM participation and specify the types of work to be performed by a DMBE/SWAM sub-consultant. In order to be considered for the selection of this RFP, the Offeror must submit six (6) copies of the Small Business Subcontracting Plan. A blank copy of this document is included as Attachment C.

All DMBE/SWAM Offerors must be certified with the Virginia Department of Minority Business Enterprise. If the DMBE/SWAM Offeror is not certified, they must demonstrate that they are eligible to be certified, and they must receive such certification prior to the solicitation due date. The Virginia Department of Minority Business Enterprise can be contacted at (804) 786-6585. The DMBE/SWAM goal for this contract is 25 percent; if the DMBE/SWAM Offeror is the prime Offeror, the Offeror will receive full credit for planned involvement.

Tab 4  Contact Person – The 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 sub-consultants involved in the proposal.

Tab 5  Staffing Plan – Offerors shall identify all staff positions and hourly rates in the Price Schedule (Attachment D) for the seven (7) 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.
VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA - Multiple consultant teams will be qualified and selected by DRPT’s Selection Committee as a General Planning Consultant (GPC) for Rail Transportation Programs and Projects based on the following weighted criteria:

<table>
<thead>
<tr>
<th>FOR SERVICES</th>
<th>POINT VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualifications and experience of Offeror staff to be assigned to perform the services</td>
<td>50 points</td>
</tr>
<tr>
<td>2. Commitment to SWAM Utilization</td>
<td>20 points</td>
</tr>
<tr>
<td>3. References from other clients</td>
<td>10 points</td>
</tr>
<tr>
<td>4. Specific plans or methodology to be used to perform services</td>
<td>10 points</td>
</tr>
<tr>
<td>5. Price</td>
<td>10 points</td>
</tr>
<tr>
<td>Total Points</td>
<td>100 points</td>
</tr>
</tbody>
</table>

B. AWARD TO MULTIPLE OFFERORS - 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 factors included in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the DRPT shall select the Offerors, which, in its opinion, have made the best proposal, and shall award the contract to those Offerors. 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 § 2.2-4359(D). 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 of the Offeror’s proposal as negotiated.
VII. REPORTING AND DELIVERY REQUIREMENTS

A. MEETINGS AND REVIEWS - DRPT shall hold an initial conference with the Offeror who is chosen at a place and time selected by DRPT for the purpose of reviewing the contractor’s schedules, procedures and methods, and to clarify any ambiguities that may then exist. The Principal Officer of the Offeror who is awarded a contract, 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.

B. PROGRESS REPORTS – Offerors who are awarded a contract must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Offeror who is awarded a contract 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. The total expended must be broken down by amounts paid to SWAM and non-SWAM businesses each month and paid 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.

C. SWAM REPORTING AND DELIVERY REQUIREMENTS

- Offerors who are awarded a contract shall provide to DRPT, in a form as required by DRPT, documentation that the Offeror has utilized SWAM businesses in accordance with the Offeror’s SWAM utilization plan (Attachment C of the RFP). Said documentation shall be provided semi-annually or as required by DRPT.
- Offerors who are awarded a contract shall use Attachment F (Monthly DMBE/SWAM Certified Subcontractor Report) or other form approved by DRPT to report amounts paid to SWAM and non-SWAM businesses on a monthly basis as well as paid to date. Said attachment or other approved form shall be submitted with the monthly progress reports addressed above.

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE - There will be an optional pre-proposal conference for this RFP on August 29 at 10am at 600 East Main St, 12th floor conference room North, Richmond Virginia. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While firms are not required to attend this pre-proposal conference in order to submit a response to this solicitation, attendance is strongly recommended.

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

IX. REQUIRED GENERAL TERMS AND CONDITIONS - For a listing of the General Terms and Conditions, please see Attachment A.

X. SPECIAL TERMS AND CONDITIONS - For a listing of the Special Terms and Conditions, please see Attachment B.

XI. METHOD OF PAYMENT - Payments will be made monthly within 30 days after receipt of a properly presented invoice and acceptance of completed work by DRPT.
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1. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the *Commonwealth of Virginia Vendors Manual* (Vendors Manual) and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [http://www.dgs.virginia.gov/Services/tabid/121/Default.aspx](http://www.dgs.virginia.gov/Services/tabid/121/Default.aspx) under “Procurement Manuals.”

2. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Offeror who is awarded a contract 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 Offeror shall comply with applicable federal, state and local laws, rules and regulations.

3. **ANTI-DISCRIMINATION:** By submitting their proposals, 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 *Code of Virginia* § 2.2-4311 (1950), as amended. 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 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* § 2.2-4343.1(E) (1950), as amended). In every contract over $10,000, the provisions in (A) and (B) below apply:

   A. During the performance of this contract, the Offeror who is awarded a contract agrees as follows:

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

      2. The Offeror who is awarded a contract, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Offeror who is awarded a contract will include the provisions of (A) above in every sub-contract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

4. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and 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.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ unauthorized aliens or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

6. DEBARMMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. ANTITRUST: By entering into a contract, the Offeror who is awarded a contract conveys, sells and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commonwealth of Virginia under said contract.

8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: 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, DRPT reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

9. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. PAYMENT TO OFFERORS AWARDED CONTRACTS AND TO THEIR SUBCONTRACTORS:

    A. To the Offeror who is awarded a contract:
Attachment A
REQUIRED GENERAL TERMS AND CONDITIONS

1. Invoices for items ordered, delivered and accepted by DRPT shall be submitted by the Offeror who is awarded a contract directly to the payment address shown on the purchase order. All invoices shall show the DRPT contract number and/or purchase order number, and the social security number (for individual contractors) or federal employer identification number (for proprietorships, partnerships, and corporations).

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

3. 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 Offeror who is awarded a contract at the contract price, regardless of which public agency is being billed.

4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5. 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, Offerors who are awarded a contract should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, DRPT shall promptly notify the Offeror who is awarded a contract, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Offeror who is awarded a contract may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia § 2.2-4363 (1950), as amended).

B. To Subcontractors:

1. An Offeror awarded a contract under this solicitation is hereby obligated:
   a. To pay their subcontractor(s) within seven (7) days of the Offeror’s receipt of payment from DRPT for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
   b. To notify the agency and the subcontractor(s), in writing, of the Offeror’s intention to withhold payment and the reason.

2. The awarded Offeror is obligated to pay its 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 awarded Offeror that remain unpaid seven (7) days following receipt of payment from DRPT, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be the payment date to the addressee. These provisions apply to each sub-tier contractor performing under
the primary contract. An Offeror’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DRPT.

C. Each Offeror who wins an award in which provision of a SWAM procurement plan is a condition of 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 sub-consultants 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.

11. PRECEDENCE OF TERMS: Paragraphs 1-11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. QUALIFICATIONS OF OFFERORS: DRPT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to DRPT all such information and data for this purpose as may be requested. DRPT reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. DRPT further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy DRPT that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

13. TESTING AND INSPECTION: DRPT reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

14. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Offeror who is awarded a contract in whole or in part without the written consent of DRPT.

15. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. DRPT may order changes within the general scope of the contract at any time by written notice to the Offeror who is awarded a contract. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The Offeror who is awarded a contract shall comply with the notice upon receipt. The Offeror who is awarded a contract shall be compensated for any additional costs incurred as the result of such order and shall give DRPT a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units and the contractor accounts for the number
of units of work performed, subject to DRPT's right to audit the Offeror who is awarded a contract’s records and/or to determine the correct number of units independently; or

3. By ordering the Offeror who is awarded a contract to proceed with the work and to 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 Offeror who is awarded a contract shall present DRPT with all vouchers and records of expenses incurred and savings realized. DRPT shall have the right to audit the records of the Offeror who is awarded a contract 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 DRPT within thirty (30) days from the date of receipt of the written order from DRPT. 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 Vendors Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Offeror who is awarded a contract from promptly complying with the changes ordered by DRPT with the performance of the contract generally.

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

17. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. DRPT reserves the right to request a copy of the Certificate of Insurance. The Offeror further certifies that, if awarded the contract, it and any sub-consultants will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers’ Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Offerors who are awarded a contract who fail to notify DRPT 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. 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 must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

18. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the DRPT Fiscal Division will publicly post such notice on the eVA VBO website https://vendor.epro.cgipdc.com/webapp/VSSAPPX/Advantage.

19. DRUG-FREE WORKPLACE: During the performance of this contract, the Offeror who is awarded a contract agrees to (i) provide a drug-free workplace for the Offeror’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror’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 Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-consultant 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 an Offeror, 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.

20. NON-DISCRIMINATION: An Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment, or because the 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 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.

21. eVA Business-To-Government Vendor Registration: 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 DRPT shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA; failure to register will result in the proposal being rejected.

A. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and
the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

B. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments,

C. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
   (i) DMBE-certified Small Business: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Business: 1% capped at $1500 per order.

22. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DRPT shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. All financial obligations of DRPT are subject to appropriation by the General Assembly of Virginia and, if required, allocation by the Commonwealth Transportation Board.

23. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DMBE-certified women and minority owned businesses are also considered small businesses when they have received DMBE small business certification.

24. BID PRICE CURRENCY. Unless stated otherwise in the solicitation, Offerors shall state prices in U.S. dollars.

25. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: An Offeror 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.
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1. PROPOSED PROCUREMENT SCHEDULE:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>August 19, 2016</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>August 29, 2016 at 10 a.m.</td>
</tr>
<tr>
<td>Deadline for receipt of Proposals</td>
<td>September 15, 2016 at 3 p.m.</td>
</tr>
<tr>
<td>Oral Presentations (if required)</td>
<td>Week of September 26, 2016</td>
</tr>
<tr>
<td>Negotiations</td>
<td>Week of October 3, 2016</td>
</tr>
<tr>
<td>Proposed Contract Award</td>
<td>Week of October 10, 2016 (Dependent upon timing of oral presentations)</td>
</tr>
</tbody>
</table>

2. CHANGES TO THE RATES ON THE PRICE SCHEDULE: Changes to the rates on the price schedule may only occur during the renewal period. Said rates may be revised by mutual agreement of DRPT and the Offeror who is awarded a contract sixty (60) days prior to the renewal period starting date. If DRPT elects to exercise the option to revise rates for the two (2) one-year renewal periods, the contract price(s) for the increases shall not exceed the contract price(s) 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 twelve (12) months for which statistics are available. The Offeror who is awarded a contract shall convey (in writing) its request to raise/lower prices to the Department no later than sixty (60) days prior to the renewal period starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion to allow price increases.

3. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: Offerors who are awarded a contract must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by DRPT.

4. AUDIT: The Offeror who is awarded a contractshall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The Offeror who is awarded a contract shall permit the authorized representative of DRPT, the U. S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Offeror who is awarded a contract relating to its performance under this Contract.

5. ADDITIONAL USERS OF CONTRACT: It is DRPT’s intent, on behalf of the Secretary of Transportation and all agencies/facilities within the Transportation Secretariat (to include DRPT, the Virginia Department of Transportation, the Virginia Department of Aviation, the Virginia Department of Motor Vehicles, and the Virginia Port Authority), as well as all DRPT grantees, to be able to ride these contracts and have access to DRPT agreements and to provide Offerors who are awarded a contract with opportunities to do business with these agencies.

To that end, and if agreeable with the Offeror who is awarded a contract, in addition to DRPT, other agencies within the Transportation Secretariat may have access to any agreement resulting from this solicitation.
Attachment B

SPECIAL TERMS AND CONDITIONS

6. **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 or advertising without prior written approval from DRPT.

7. **CLAIMS**: The Offeror who is awarded a contract shall be responsible for resolution of any and all claims resulting from work performed under this contract. Claims made to DRPT under this contract will be referred to the Offeror who is awarded a contract for handling. Failure to properly respond to and resolve property damage and claims constitutes unsatisfactory performance and may result in cancellation of the contract.

8. **CANCELLATION OF CONTRACT**: DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Offeror who is awarded a contract. After the initial three (3) year contract period, the resulting contract may be terminated by either party, without penalty, upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

9. **QUALIFICATIONS/RESPONSIBILITIES**:
   
   A. The Offeror who is awarded a contract agrees that competent, experienced and qualified staff properly trained and certified for the type of work described in this RFP shall perform all work.

   B. The Offeror who is awarded a contract shall assign a person as their representative who will have the authority to execute this contract work. The person’s name and phone number, and an alternate representative’s name and phone number, shall be provided to DRPT in the Offeror’s proposal.

10. **DAMAGES**: It is the Offeror who is awarded a contract's responsibility to repair any property damage caused in the performance of this contract. Repairs will be made to DRPT's satisfaction.

11. **SPECIAL DISCOUNTS**: During the contract period, if the Offeror who is awarded a contract offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to DRPT under this contract, the effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the Offeror's customers generally.

12. **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.

13. **CONTRACTUAL DISPUTES**: Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the Code of Virginia (1950), as amended. This claim shall be submitted to the Director of DRPT who will render a decision within thirty (30) working days. Contractual disputes arising during the course of performance shall be submitted to the DRPT CFO, who will make a decision in thirty (30) working days, which will be final. Offerors who
are awarded a contract 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.

14. 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 Fiscal Division, 600 East Main Street, Suite 2102, Richmond, Virginia 23219, no later than ten (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 ten (10) days after receipt of the protest, the DRPT CFO will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Offeror institutes legal action as provided in Code of Virginia § 2.2-4364 (1950), as amended.

15. DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.

16. ADDITIONAL INFORMATION: 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.

17. SAFETY AND HEALTH STANDARDS: It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Offeror who is awarded a contract and any of its sub-consultants shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor in accordance with § 107 of the Contract Work Hours and Safety Standards Act. The Offeror who is awarded a contract shall comply with the Virginia Occupational Safety and Health Standards adopted under § 40.1-22 of the Code of Virginia (1950), as amended, and the duties imposed under § 40.1-51.1 of the Code. Any violation of the requirements or duties that is brought to the attention of the Offeror who is awarded a contract shall be immediately abated. Additionally, at a minimum, all Offerors who are awarded a contract’s personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in, or supervising construction; respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls; adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy; safety vests shall be worn by all exposed to vehicular traffic and construction equipment; standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing and removing traffic controls.
Attachment B

SPECIAL TERMS AND CONDITIONS

Flag persons shall be certified according to the Virginia Flagger Certification Program; no person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver’s license with hazardous materials endorsement and a valid medical examiner’s certificate; all federal, state and local regulations pertaining to explosives shall be strictly followed; all electrical tools shall be adequately grounded or double-insulated; ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the National Electrical Code (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations; No person shall enter a confined space without training, permits and authorization; Fall protection is required whenever an employee is exposed to a fall six feet or greater.

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

19. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Each 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 semi-annual basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from sub-consultant default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Offeror who is awarded a contract agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed DRPT. FRPT reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

20. INTELLECTUAL PROPERTY RIGHTS: DRPT shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property, which includes all inventions, is subject to the U. S. Patent System. This shall be inclusive of, 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 should recognize the requirements of public sector agencies and of public policy generally, including the Virginia 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 who is awarded a contract
Attachment B
SPECIAL TERMS AND CONDITIONS

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 whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then the Offeror who is awarded a contract 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 who is awarded a contract warrants that no individual, other than regular employees and sub-consultant contractors of the Offeror or DRPT regular employees, agents, or assigns 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 who is awarded a contract.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Offeror who is awarded a contract shall not patent any invention conceived in the course of performing this contract. The Offeror who is awarded a contract agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the Offeror who is awarded a contract 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 who is awarded a contract for which DRPT has fully paid the Offeror who is awarded a contract as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the Offeror who is awarded a contract shall remain the property of the Offeror. The Offeror who is awarded a contract 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 who is awarded a contract’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 who is awarded a contract and DRPT agrees that these products will remain the sole property of the third party.

The Offeror who is awarded a contract shall grant DRPT license to use all software developed by the Offeror who is awarded a contract under this contract in other applications within Virginia as DRPT sees fit. Should the Offeror who is awarded a contract desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing sixty (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.

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

   A. Personnel used by the Offeror who is awarded a contract for the performance of this work shall be properly trained and qualified for work of this type to the satisfaction of DRPT and shall possess any required licenses, certifications, and qualifications.

   B. The Offeror who is awarded a contract 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.

   C. Sexual harassment of any employee of DRPT, the other entities who may use the procurement or of the Offeror who is awarded a contract, will not be tolerated and is to be reported immediately to the DRPT Representative.

   All work to be conducted by the Offeror who is awarded a contract in any facility shall be coordinated in advance with the DRPT Project Manager. The Offeror who is awarded a contract shall coordinate his/her work efforts with (if applicable) other existing contractor/agency work efforts through the DRPT Project Manager. All 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 Project Manager.

22. POLICY OF EQUAL EMPLOYMENT: DRPT is an equal opportunity/affirmative action employer. Women, minorities, and persons with disabilities are encouraged to apply. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment. To that end, Offerors should submit, along with their proposals, their policy of equal employment.

23. PROPOSAL PRICES: Proposed hourly rates shall not change for work performed on a weekend, night work, or for any hours worked beyond a normal 40-hour week.

24. DRPT reserves the right to approve any personnel or sub-consultants proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. DRPT will provide written justification to the Offeror who is awarded a contract when approval is not granted.

25. DRPT will provide the Offeror who is awarded a contract and/or its sub-consultants with copies of all written approvals.
### 26. IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE:

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal/proposal should be returned in a separate envelope or package, sealed and identified as follows:

<table>
<thead>
<tr>
<th>From: ___________________</th>
<th>September 15, 2016  3:00 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Offeror</td>
<td>Due Date  Time</td>
</tr>
<tr>
<td>__________________________</td>
<td>___________________________</td>
</tr>
<tr>
<td>Street or Box Number</td>
<td>505-17-RR0001</td>
</tr>
<tr>
<td>__________________________</td>
<td>___________________________</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>RFP No.</td>
</tr>
<tr>
<td>__________________________</td>
<td>___________________________</td>
</tr>
<tr>
<td>Name of Contract/Purchase Officer or Buyer Melissa Myers</td>
<td></td>
</tr>
</tbody>
</table>

The envelope should be addressed as directed on Page 2 of the solicitation. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

### 27. PATENT RIGHTS:

If any invention, improvement or discovery of the Offeror who is awarded a contract or any of its sub-consultants 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 who is awarded a contract shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the Offeror who is awarded a contract, his sub-consultants and DRPT with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

### 28. KEY PERSONNEL:

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 who is awarded a contract unless removed from work on the contract with the consent of DRPT.

### 29. PRICING SCHEDULE:

Offerors shall identify all staff positions and rates for the seven (7) potential services under Statement of Needs, and shall indicate such in Attachment D to be fully loaded with all direct and indirect costs, including administrative oversight and approvals.

### 30. RENEWAL OF CONTRACT:

This contract may be renewed by DRPT upon written agreement of both parties for two (2) successive one (1) year periods, under the terms of the current contract, and at approximately ninety (90) days prior to the expiration.
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Attachment C
SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

**Small Business:** "Small business" means an independently owned and operated business 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: Department of Minority Business Enterprise (DMBE)-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE 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 the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.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 you are certified by the DMBE as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE-certified business, complete only Section B of this form.

C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.
Section A

If your firm is certified by the DMBE, are you 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 your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

<table>
<thead>
<tr>
<th>Small Business Name &amp; Address</th>
<th>DMBE Certificate #</th>
<th>Status if Small Business is also: Women (W), Minority (M)</th>
<th>Contact Person, Telephone &amp; Email</th>
<th>Type of Goods and/or Services</th>
<th>Planned Contract Involvement</th>
<th>Planned Annual Contract Dollar Expenditure Amount</th>
</tr>
</thead>
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</tbody>
</table>
Attachment C
SMALL BUSINESS SUBCONTRACTING PLAN

Section C

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

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DMBE-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 your business in the past to locate DMBE-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 your firm to locate DMBE-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 DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.

5. List areas of work which your business has subcontracted with DMBE-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 your business has in place.

7. Provide documentation of follow-up on initial contacts with DMBE-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

<table>
<thead>
<tr>
<th>Labor Category* (Change/add categories as necessary)</th>
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<th>Profit</th>
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### Travel Reimbursement

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.pdf](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335.pdf)

**Note:** Non-salary direct cost will be paid based on actual cost, documented with proper receipts, according to State Regulation.
Attachment D

PRICE SCHEDULE

Labor Classification Descriptions

**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. Required at least 12-20 years of experience. Professional Planning or Professional Engineering registration generally is required at this level.

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

**Senior Engineer/Planner:** Completes a wide variety of engineering and planning assignments, applying specialized techniques and analyses within a discipline. Is proficient in the use of most engineering or planning theories and practices. Required 10-12 years of experience.

**Engineer/Planner:** Performs conventional and moderately complex engineering and planning assignments applying a variety of engineering and planning analyses within a discipline. Required 5-8 years of experience in engineering, planning, or landscape architecture.

**Senior Environmental Scientist:** Provides direction of specialized environmental and planning services as well as regulatory support, environmental planning, design, and mitigation management. Required 5-7 years of experience.

**Environmental Scientist:** Has knowledge of state and federal environmental regulations, permitting, and the ability to prepare reports as required for regulatory compliance. Required 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 railway operations. Required 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. Required 5-7 years of experience.

**Cultural Resources Principal Investigator:** Develops research designs, and oversees fieldwork and laboratory analyses. Meets or exceeds the requirements for professional qualifications as promulgated by the Secretary of the Interior. Required 10-15 years of experience.

**Project Archaeologist:** Conducts archaeological resource studies under the direction of the Principal Investigator. Required 5-8 years of experience.

**Architectural Historian:** Conducts architectural resources studies under the direction of the Principal Investigator. Required 5-8 years of experience.

**Senior CAD Designer:** Reviews all CAD designs, drawings, and graphics to ensure adherence to established specifications and standards. Required 4 years experience.
CAD Technician/Graphic Artist: Uses CAD workstation and/or other graphics software to prepare engineering drawings, sketches, figures, and displays. Required 2-4 years of experience.

Accountant: Manages, audits, and maintains accurate financial records and prepares financial statements and tax reports. Required 2-4 years of experience.

Editor/Technical Writer: Responsible for editing all technical reports and documents prepared under this contract. Required 2-5 years of experience.

Public Outreach Coordinator: Plans, develops, and coordinates public outreach for project development, agency coordination, community, educational, and promotional activities. Required 5 or more years of experience.

Technician/Administrative Clerk: Performs a variety of routine and non-routine administrative, clerical, data collection, and report writing tasks specific to the assigned group. Required 1-3 years of experience.

The above descriptions are widely accepted but could include other activities or duties not listed.
Attachment E

DRPT may receive funds from the Federal Railroad Administration and/or through the American Recovery and Reinvestment Act (ARRA) to perform some of the projects in this Request for Proposal. As a result, DRPT has to comply with certain requirements and some of these requirements pass through to firms that are awarded a contract by DRPT. Some of the requirements relate to reporting and Contractors will be required to supply requested information to DRPT to facilitate its reporting requirements.

Please review the document at http://www.fra.dot.gov/downloads/RRDev/fr_hsipr_guidance.pdf. This is an excerpt from the Federal Register. Please refer to Appendix 3 for FRA and ARRA requirements that must be adhered to under this contract.

Additionally, review the document at http://www.fra.dot.gov/rpd/passenger/fp_FFATA_Reporting.shtml for additional requirements under the Federal Funding Accountability and Transparency Act (FFATA). These requirements relate to DRPT’s reporting requirements and Contractors will be required to supply requested information to the DRPT to facilitate its reporting requirements.
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### Attachment F

<table>
<thead>
<tr>
<th>SWAM SUBCONTRACTOR NAME</th>
<th>SWAM SUBCONTRACT TAX ID</th>
<th>SWAM EVA#</th>
<th>SWAM CONTRACT #</th>
<th>Project Name/Task Order Description</th>
<th>Small Business Expenses</th>
<th>Woman Owned Business Expenses</th>
<th>Minority Business Expenses</th>
<th>Total SWAM Payments</th>
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**SWAM SUBCONTRACTOR TOTALS**

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<table>
<thead>
<tr>
<th>HDR, Inc.</th>
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<tbody>
<tr>
<td>Contract/Project Manager</td>
<td>$ 222.34</td>
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<td>Principal Planner</td>
<td>$ 289.22</td>
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<td>Senior Planner</td>
<td>$ 203.44</td>
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<td>Planner (mid)</td>
<td>$ 143.15</td>
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<td>Senior Environmental Scientist</td>
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<td>Senior CAD designer</td>
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<td>CAD technician/graphics artist</td>
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<td>Technician Administrator Clerk</td>
<td>$ 61.61</td>
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| Cordell & Crumley                        |                   |
|-----------------------------------------|                   |
| Cprincipal Public Involvement Manager    | $ 164.23          |

<p>| Dovetail Cultural Resources Group        |                   |
|-----------------------------------------|                   |
| Cultural Resources Principal            | $ 90.47           |
| Project Archaeologist                   | $ 60.28           |
| Architectural Historian                 | $ 52.81           |
| GIS specialist                          | $ 60.28           |
| CAD Technician/Graphics Artist           | $ 45.81           |
| Public Outreach Coordinator             | $ 52.66           |
| Field Director                          | $ 45.31           |
| Administrative Clerk                    | $ 45.94           |
| Lab Manager                             | $ 54.24           |
| Technician I                            | $ 37.61           |
| Technician II                           | $ 35.11           |</p>
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<tr>
<th>Role</th>
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<tr>
<td>Technician III</td>
<td>$ 32.60</td>
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<td><strong>Foursquare Integrated Transportation</strong></td>
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<td>President CEO</td>
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REQUEST
FOR
PROPOSAL
505-17-RR0001

Contract For
General Planning Consultant Services for
Rail Transportation Programs and Projects in
Virginia – Competitive Negotiation for Non-
Professional Services

There will be an optional pre-proposal
conference for this solicitation on Monday
August 29th at 10am

Offeror Registration: In order to receive an
award you must be a registered Offeror with
eVA.

Note: This public body does not discriminate against faith based organizations in accordance with 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 relating to discrimination in employment.
Request for Proposals

RFP #: 505-17-RR0001

Issue Date: August 19, 2016

Title: Contract for General Planning Consultant Services for Rail Transportation Programs and Projects in Virginia – Competitive Negotiation for Non-Professional Services

Commodity Code: 918-12 Consulting Services

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: September 15, 2016 3:00 p.m.

All Inquiries to: Melissa Myers
600 East Main St., Suite 2102
Richmond, VA 23219
Melissa.myers@drpt.virginia.gov
(804) 225-3745

ALL PROPOSALS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS ABOVE

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Company Name ________________________________ Date ________________

Address ________________________________ Signature in Ink ________________________________

City, State, Zip ________________________________ Printed or Typed Name of Above ________________________________

FEI/FIN Number ________________________________ Phone ________________________________

E-mail ________________________________ Fax ________________________________

Small, Women, and Minority (SWAM) Owned Businesses are encouraged to participate.
REQUEST FOR PROPOSALS
Contract for General Planning Consultant Services for Rail Transportation Programs and Projects in Virginia

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I. CONTRACT TERM

The initial contract term shall be for a period of three (3) years, renewable for up to two (2) successive one-year periods. 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 from qualified single entities or a team of firms offering as one single entity to establish a contract through competitive negotiation for the purchase of General Planning Consultant Services for DRPT's Rail Transportation Programs and Projects in Virginia. All requested services contained within this RFP will be specifically related to rail projects or rail initiatives of DRPT. It is the intent of DRPT to award up to five (5) qualified firms.

III. BACKGROUND

DRPT's Rail Division administers four (4) rail grant programs: the Rail Enhancement Program (Rail Enhancement Fund), Shortline Rail Preservation Program (Railway Preservation and Development Fund), the Rail Industrial Access Program (Fund for the Construction of Industrial Access Railroad Tracks), and the Intercity Passenger Rail Operating and Capital Fund (IPROC).

The Rail Division also provides for all rail planning and support for the Agency's freight and passenger railroad and rail transit initiatives and strategies. Program development involves identification of need and recommendation for new or updated programs based on alignment with Agency Mission or need, best business practices of the Agency, and direction of the Administration. Project involvement includes the review and evaluation of applications and proposals; quantifying the public benefits of the facilities or services to be provided for the public investment; drafting and negotiating agreements; review of project invoices both on and off site; and project closeout and documenting and tracking of project performance and the contingent interest in transportation facilities constructed or provided through the grant programs or Agency-funded projects. The Rail Division's rail planning efforts include, but are not limited to, major corridor investment studies and initiatives, updating the Rail Plan and the development of new rail transit fixed guideway projects/extensions, and a strategic rail investment plan and strategy for Virginia based on determined need, alignment with the Agency's goals and mission, anticipated revenues, and priorities identified for strategic corridor development.

The Rail Division also provides administrative and logistical support to the Virginia-North Carolina High Speed Rail Compact and represents DRPT on various boards and commissions. The Rail Division is also responsible for the development of the I-95 Corridor Rail Projects utilizing both state and federal funding sources. Since October 1, 2013, DRPT financially supports four Amtrak routes, and has been working to expand and enhance services throughout the Commonwealth. The Rail Division is often called upon by the Governor, Secretary of Transportation, local jurisdictions, or private industry to represent the Commonwealth's interest and expertise for the development or strategy to advance rail transit safety, economic development and transportation development, and to
recommend policies leading to the advancement of passenger and freight railroad and rail transit operations and services in Virginia.

IV. STATEMENT OF NEEDS

The following functions to be provided relate to both passenger and freight rail transportation programs, projects, and initiatives. The winning Offeror(s) (the “Contractor”) shall furnish all labor and materials. These functions include: Planning and Project Feasibility Analysis, Financial Planning and Analysis, Environmental Analysis, Evaluation and Analysis of Project Proposals, Proposal Evaluation under the Commonwealth’s Public-Private Transportation Act (PPTA), Public Participation, and other services. DRPT does not require the use of licensed professionals to perform the services to be provided.

Potential Services to be Provided by the Contractor

1. Planning and Project Feasibility Analysis
   - Conduct corridor and regional planning and feasibility studies. Work may include site-specific plans, alternative analysis and project simulations. May include transportation and land use planning and analysis, and multimodal planning.
   - Assist in the development of rail service proposals for the evaluation, negotiation and initiation of services.
   - Develop demand or market forecasts including utilizing rail transportation forecasting models.
   - Prepare project designs and layouts, design analysis, and cost estimates necessary to support planning studies.
   - Develop operating scenarios utilizing rail operational models and other tools, and estimate operating costs and revenues.
   - Conduct rail corridor maintenance assessments, surveys, and lease studies.
   - Assist to update inventories of abandoned railways, at-grade and grade-separated crossings, railroad structures and buildings, and other resources.
   - Assist in review and evaluation of Rail Enhancement Fund, Rail Preservation, Rail Industrial Access, and Intercity Passenger Rail Operating and Capital Fund grant processes and procedures, and applications, projects, and/or improvements to include the identification and evaluation of the public benefits to be achieved.
   - Collect and analyze data and complete train performance and rail line capacity analyses.

2. Financial Planning and Analysis
   - Conduct financial studies, capital cost estimates, funding strategies, profitability analysis, and life-cycle cost analysis for current or proposed railway operations.
   - Develop financial planning strategies for rail service proposals.
   - Update existing Commonwealth of Virginia Rail Plan and create a Strategic Rail Investment Plan and Strategy for Virginia.
   - Conduct operational planning including analysis of operating budgets, ridership, and revenue estimates.
   - Develop state and federal grant applications including program application processes and procedures.
   - Develop a standardized budget, schedule, and schedule of values and review such documents as submitted by grantees of rail programs.
   - Develop project management process to track grantee progress and performance, compile data, and produce statistical reports and data summaries as identified.
- Develop a process to inventory and track contingent interest in grantee facilities paid for by DRPT.

Potential Services to be Provided by the Contractor, continued

3. Environmental Analysis
- Conduct in whole or in part, or provide oversight of, environmental studies and analysis 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) and other related federal, state, and local regulations, and/or agency need.
- Prepare all necessary technical reports, appendices, meeting minutes, memoranda, and required environmental permits.

4. Evaluation and Analysis of Project Proposals
- Conduct analysis of rail project proposals prepared by others.
- Ensure the Commonwealth is receiving appropriate value for projected costs and that projected costs are reasonable for the results to be achieved.

5. Proposal Evaluation under the Commonwealth’s PPTA
- Assist DRPT in evaluating proposals under the state’s PPTA program to ensure the proposals provide a clear benefit to the Commonwealth.

6. 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.
- Coordinate and conduct public meetings, workshops, and hearings, and coordinate with local and railroad officials.
- Develop special reports, presentations, or brochures including graphics, drawings, and concept visualization.
- Develop, produce, and implement research, marketing, and public relations programs associated with applicable projects/programs.

7. Other services
- Assist in the development and/or review of DRPT’s rail policy.
- Assist in securing necessary permits including railroad rights-of-entry.
- Develop a process for the administration and compliance of a statewide rail safety oversight program in accordance with federal requirements and assist in its implementation.
- The Contractor will be required to complete other work of a nature consistent with the intent of the RFP.

Services procured under this contract will be done on a Purchase Order basis. No commitment is made until an eVA Purchase Order is issued. For certain purchase orders, the scope of services prepared by DRPT may be sent to multiple firms awarded under this contract for a Contractor’s estimate.
V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

GENERAL REQUIREMENTS

1. RFP Response - In order to be considered for selection, Offerors must submit a complete sealed written response to this RFP. One (1) original and five (5) copies (so marked) of each proposal must be submitted to the DRPT. No other distribution of the written proposal shall be made by the Offeror. Proposals must be received at the following location by September 15, 2016 at 3:00 p.m.

   Attn: Melissa Myers  
   Department of Rail and Public Transportation  
   600 East Main Street, Suite 2102  
   Richmond, VA 23219

   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.

2. Written Proposal Preparation

   A. Proposals shall be 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 in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within 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 a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. No proposal, in its entirety, should exceed 100 pages one-sided.

   7
SPECIFIC PROPOSAL REQUIREMENTS

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

RFP Cover Sheet – The RFP Cover Sheet (page 2 of this RFP) shall be completely filled out and signed as required.

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 the Department. The Offeror should also describe the management procedures it will follow to oversee work by its personnel and work by sub-consultants 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 should be identified. The Department recognizes that due to the long term, open-ended nature of the agreement that will be issued as the result of this RFP, Offerors will not be able to guarantee that all of the individuals identified in the proposal will be available for assignment when a specific purchase order request is issued. The Offeror must therefore 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, sub-consultants and personnel qualifications.

A. A detailed statement indicating the organizational structure under which the Offeror 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 sub-consultants, 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, project, and cost of the project.
SPECIFIC PROPOSAL REQUIREMENTS, continued

Tab 3  Virginia Department of Minority Business Enterprise (DMBE/SWAM) Participation – The Offeror shall indicate the percentage of DMBE/SWAM participation and specify the types of work to be performed by a DMBE/SWAM sub-consultant. In order to be considered for the selection of this RFP, the Offeror must submit six (6) copies of the Small Business Subcontracting Plan. A blank copy of this document is included as Attachment C.

All DMBE/SWAM Offerors must be certified with the Virginia Department of Minority Business Enterprise. If the DMBE/SWAM Offeror is not certified, they must demonstrate that they are eligible to be certified, and they must receive such certification prior to the solicitation due date. The Virginia Department of Minority Business Enterprise can be contacted at (804) 786-6585. The DMBE/SWAM goal for this contract is 25 percent; if the DMBE/SWAM Offeror is the prime Offeror, the Offeror will receive full credit for planned involvement.

Tab 4  Contact Person – The 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 sub-consultants involved in the proposal.

Tab 5  Staffing Plan – Offerors shall identify all staff positions and hourly rates in the Price Schedule (Attachment D) for the seven (7) 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.
VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA - Multiple consultant teams will be qualified and selected by DRPT’s Selection Committee as a General Planning Consultant (GPC) for Rail Transportation Programs and Projects based on the following weighted criteria:

<table>
<thead>
<tr>
<th>FOR SERVICES</th>
<th>POINT VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualifications and experience of Offeror staff</td>
<td>50 points</td>
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<tr>
<td>to perform the services</td>
<td></td>
</tr>
<tr>
<td>2. Commitment to SWAM Utilization</td>
<td>20 points</td>
</tr>
<tr>
<td>3. References from other clients</td>
<td>10 points</td>
</tr>
<tr>
<td>4. Specific plans or methodology to be used to</td>
<td>10 points</td>
</tr>
<tr>
<td>perform services</td>
<td></td>
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<tr>
<td>5. Price</td>
<td>10 points</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100 points</strong></td>
</tr>
</tbody>
</table>

B. AWARD TO MULTIPLE OFFERORS - 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 factors included in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the DRPT shall select the Offerors, which, in its opinion, have made the best proposal, and shall award the contract to those Offerors. 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 § 2.2-4359(D). 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 of the Offeror’s proposal as negotiated.
VII. REPORTING AND DELIVERY REQUIREMENTS

A. MEETINGS AND REVIEWS - DRPT shall hold an initial conference with the Offeror who is chosen at a place and time selected by DRPT for the purpose of reviewing the contractor’s schedules, procedures and methods, and to clarify any ambiguities that may then exist. The Principal Officer of the Offeror who is awarded a contract, 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.

B. PROGRESS REPORTS – Offerors who are awarded a contract must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Offeror who is awarded a contract 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. The total expended must be broken down by amounts paid to SWAM and non-SWAM businesses each month and paid 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.

C. SWAM REPORTING AND DELIVERY REQUIREMENTS

- Offerors who are awarded a contract shall provide to DRPT, in a form as required by DRPT, documentation that the Offeror has utilized SWAM businesses in accordance with the Offeror’s SWAM utilization plan (Attachment C of the RFP). Said documentation shall be provided semi-annually or as required by DRPT.
- Offerors who are awarded a contract shall use Attachment F (Monthly DMBE/SWAM Certified Subcontractor Report) or other form approved by DRPT to report amounts paid to SWAM and non-SWAM businesses on a monthly basis as well as paid to date. Said attachment or other approved form shall be submitted with the monthly progress reports addressed above.

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE - There will be an optional pre-proposal conference for this RFP on August 29 at 10am at 600 East Main St, 12th floor conference room North, Richmond Virginia. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While firms are not required to attend this pre-proposal conference in order to submit a response to this solicitation, attendance is strongly recommended.

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

IX. REQUIRED GENERAL TERMS AND CONDITIONS - For a listing of the General Terms and Conditions, please see Attachment A.

X. SPECIAL TERMS AND CONDITIONS - For a listing of the Special Terms and Conditions, please see Attachment B.

XI. METHOD OF PAYMENT - Payments will be made monthly within 30 days after receipt of a properly presented invoice and acceptance of completed work by DRPT.
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Attachment A
REQUIRED GENERAL TERMS AND CONDITIONS

1. VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual (Vendors Manual) and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at http://www.dgs.virginia.gov/Services/tabid/121/Default.aspx under “Procurement Manuals.”

2. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Offeror who is awarded a contract 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 Offeror shall comply with applicable federal, state and local laws, rules and regulations.

3. ANTI-DISCRIMINATION: By submitting their proposals, 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 Code of Virginia § 2.2-4311 (1950), as amended. 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 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 § 2.2-4343.1(E) (1950), as amended). In every contract over $10,000, the provisions in (A) and (B) below apply:

   A. During the performance of this contract, the Offeror who is awarded a contract agrees as follows:

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

      2. The Offeror who is awarded a contract, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Offeror who is awarded a contract will include the provisions of (A) above in every sub-contract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

4. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and 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.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ unauthorized aliens or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

6. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. ANTITRUST: By entering into a contract, the Offeror who is awarded a contract conveys, sells and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commonwealth of Virginia under said contract.

8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: 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, DRPT reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

9. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. PAYMENT TO OFFERORS AWARDED CONTRACTS AND TO THEIR SUBCONTRACTORS:

A. To the Offeror who is awarded a contract:
Attachment A

REQUIRED GENERAL TERMS AND CONDITIONS

1. Invoices for items ordered, delivered and accepted by DRPT shall be submitted by the Offeror who is awarded a contract directly to the payment address shown on the purchase order. All invoices shall show the DRPT contract number and/or purchase order number, and the social security number (for individual contractors) or federal employer identification number (for proprietorships, partnerships, and corporations).

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

3. 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 Offeror who is awarded a contract at the contract price, regardless of which public agency is being billed.

4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5. 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, Offerors who are awarded a contract should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, DRPT shall promptly notify the Offeror who is awarded a contract, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Offeror who is awarded a contract may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia § 2.2-4363 (1950), as amended).

B. To Subcontractors:

1. An Offeror awarded a contract under this solicitation is hereby obligated:
   a. To pay their subcontractor(s) within seven (7) days of the Offeror’s receipt of payment from DRPT for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
   b. To notify the agency and the subcontractor(s), in writing, of the Offeror’s intention to withhold payment and the reason.

2. The awarded Offeror is obligated to pay its 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 awarded Offeror that remain unpaid seven (7) days following receipt of payment from DRPT, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be the payment date to the addressee. These provisions apply to each sub-tier contractor performing under
the primary contract. An Offeror’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DRPT.

C. Each Offeror who wins an award in which provision of a SWAM procurement plan is a condition of 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 sub-consultants 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.

11. PRECEDENCE OF TERMS: Paragraphs 1-11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. QUALIFICATIONS OF OFFERORS: DRPT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to DRPT all such information and data for this purpose as may be requested. DRPT reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. DRPT further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy DRPT that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

13. TESTING AND INSPECTION: DRPT reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

14. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Offeror who is awarded a contract in whole or in part without the written consent of DRPT.

15. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. DRPT may order changes within the general scope of the contract at any time by written notice to the Offeror who is awarded a contract. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The Offeror who is awarded a contract shall comply with the notice upon receipt. The Offeror who is awarded a contract shall be compensated for any additional costs incurred as the result of such order and shall give DRPT a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units and the contractor accounts for the number
of units of work performed, subject to DRPT's right to audit the Offeror who is awarded a contract’s records and/or to determine the correct number of units independently; or

3. By ordering the Offeror who is awarded a contract to proceed with the work and to 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 Offeror who is awarded a contract shall present DRPT with all vouchers and records of expenses incurred and savings realized. DRPT shall have the right to audit the records of the Offeror who is awarded a contract 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 DRPT within thirty (30) days from the date of receipt of the written order from DRPT. 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 Vendors Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Offeror who is awarded a contract from promptly complying with the changes ordered by DRPT with the performance of the contract generally.

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

17. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. DRPT reserves the right to request a copy of the Certificate of Insurance. The Offeror further certifies that, if awarded the contract, it and any sub-consultants will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED:

1. Workers’ Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Offerors who are awarded a contract who fail to notify DRPT 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. 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 must be named as an additional insured and so endorsed on the policy.
Attachment A
REQUIRED GENERAL TERMS AND CONDITIONS

4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

18. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the DRPT Fiscal Division will publicly post such notice on the eVA VBO website https://vendor.epro.cgipdc.com/webapp/VSSAPPX/Advantage.

19. DRUG-FREE WORKPLACE: During the performance of this contract, the Offeror who is awarded a contract agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror’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 Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-consultant 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 an Offeror, 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.

20. NON-DISCRIMINATION: An Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment, or because the 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 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.

21. eVA Business-To-Government Vendor Registration: 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 DRPT shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA; failure to register will result in the proposal being rejected.

A. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and
the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

B. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments,

C. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
   (i) DMBE-certified Small Business: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Business: 1% capped at $1500 per order.

22. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DRPT shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. All financial obligations of DRPT are subject to appropriation by the General Assembly of Virginia and, if required, allocation by the Commonwealth Transportation Board.

23. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DMBE-certified women and minority owned businesses are also considered small businesses when they have received DMBE small business certification.

24. BID PRICE CURRENCY. Unless stated otherwise in the solicitation, Offerors shall state prices in U.S. dollars.

25. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: An Offeror 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.
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1. PROPOSED PROCUREMENT SCHEDULE:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>August 19, 2016</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>August 29, 2016 at 10 a.m.</td>
</tr>
<tr>
<td>Deadline for receipt of Proposals</td>
<td>September 15, 2016 at 3 p.m.</td>
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<tr>
<td>Oral Presentations (if required)</td>
<td>Week of September 26, 2016</td>
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<tr>
<td>Negotiations</td>
<td>Week of October 3, 2016</td>
</tr>
<tr>
<td>Proposed Contract Award</td>
<td>Week of October 10, 2016</td>
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<tr>
<td>(Dependent upon timing of oral presentations)</td>
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</table>

2. CHANGES TO THE RATES ON THE PRICE SCHEDULE: Changes to the rates on the price schedule may only occur during the renewal period. Said rates may be revised by mutual agreement of DRPT and the Offeror who is awarded a contract sixty (60) days prior to the renewal period starting date. If DRPT elects to exercise the option to revise rates for the two (2) one-year renewal periods, the contract price(s) for the increases shall not exceed the contract price(s) 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 twelve (12) months for which statistics are available. The Offeror who is awarded a contract shall convey (in writing) its request to raise/lower prices to the Department no later than sixty (60) days prior to the renewal period starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion to allow price increases.

3. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: Offerors who are awarded a contract must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by DRPT.

4. AUDIT: The Offeror who is awarded a contract shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The Offeror who is awarded a contract shall permit the authorized representative of DRPT, the U. S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Offeror who is awarded a contract relating to its performance under this Contract.

5. ADDITIONAL USERS OF CONTRACT: It is DRPT’s intent, on behalf of the Secretary of Transportation and all agencies_facilities within the Transportation Secretariat (to include DRPT, the Virginia Department of Transportation, the Virginia Department of Aviation, the Virginia Department of Motor Vehicles, and the Virginia Port Authority), as well as all DRPT grantees, to be able to ride these contracts and have access to DRPT agreements and to provide Offerors who are awarded a contract with opportunities to do business with these agencies.

To that end, and if agreeable with the Offeror who is awarded a contract, in addition to DRPT, other agencies within the Transportation Secretariat may have access to any agreement resulting from this solicitation.
6. **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 or advertising without prior written approval from DRPT.

7. **CLAIMS:** The Offeror who is awarded a contract shall be responsible for resolution of any and all claims resulting from work performed under this contract. Claims made to DRPT under this contract will be referred to the Offeror who is awarded a contract for handling. Failure to properly respond to and resolve property damage and claims constitutes unsatisfactory performance and may result in cancellation of the contract.

8. **CANCELLATION OF CONTRACT:** DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Offeror who is awarded a contract. After the initial three (3) year contract period, the resulting contract may be terminated by either party, without penalty, upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

9. **QUALIFICATIONS/RESPONSIBILITIES:**

   A. The Offeror who is awarded a contract agrees that competent, experienced and qualified staff properly trained and certified for the type of work described in this RFP shall perform all work.

   B. The Offeror who is awarded a contract shall assign a person as their representative who will have the authority to execute this contract work. The person’s name and phone number, and an alternate representative’s name and phone number, shall be provided to DRPT in the Offeror’s proposal.

10. **DAMAGES:** It is the Offeror who is awarded a contract's responsibility to repair any property damage caused in the performance of this contract. Repairs will be made to DRPT's satisfaction.

11. **SPECIAL DISCOUNTS:** During the contract period, if the Offeror who is awarded a contract offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to DRPT under this contract, the effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the Offeror's customers generally.

12. **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.

13. **CONTRACTUAL DISPUTES:** Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the *Code of Virginia* (1950), as amended. This claim shall be submitted to the Director of DRPT who will render a decision within thirty (30) working days. Contractual disputes arising during the course of performance shall be submitted to the DRPT CFO, who will make a decision in thirty (30) working days, which will be final. Offerors who
are awarded a contract 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.

14. 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 Fiscal Division, 600 East Main Street, Suite 2102, Richmond, Virginia 23219, no later than ten (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 ten (10) days after receipt of the protest, the DRPT CFO will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Offeror institutes legal action as provided in Code of Virginia § 2.2-4364 (1950), as amended.

15. DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.

16. ADDITIONAL INFORMATION: 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.

17. SAFETY AND HEALTH STANDARDS: It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Offeror who is awarded a contract and any of its sub-consultants shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor in accordance with § 107 of the Contract Work Hours and Safety Standards Act. The Offeror who is awarded a contract shall comply with the Virginia Occupational Safety and Health Standards adopted under § 40.1-22 of the Code of Virginia (1950), as amended, and the duties imposed under § 40.1-51.1 of the Code. Any violation of the requirements or duties that is brought to the attention of the Offeror who is awarded a contract shall be immediately abated. Additionally, at a minimum, all Offerors who are awarded a contract’s personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in, or supervising construction; respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls; adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy; safety vests shall be worn by all exposed to vehicular traffic and construction equipment; standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing and removing traffic controls.
Flag persons shall be certified according to the Virginia Flagger Certification Program; no person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver’s license with hazardous materials endorsement and a valid medical examiner’s certificate; all federal, state and local regulations pertaining to explosives shall be strictly followed; all electrical tools shall be adequately grounded or double-insulated; ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the National Electrical Code (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations; No person shall enter a confined space without training, permits and authorization; Fall protection is required whenever an employee is exposed to a fall six feet or greater.

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

19. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Each 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 semi-annual basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from sub-consultant default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Offeror who is awarded a contract agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed DRPT. FRPT reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

20. INTELLECTUAL PROPERTY RIGHTS: DRPT shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property, which includes all inventions, is subject to the U. S. Patent System. This shall be inclusive of, 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 should recognize the requirements of public sector agencies and of public policy generally, including the Virginia 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 who is awarded a contract
Attachment B

SPECIAL TERMS AND CONDITIONS

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 whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then the Offeror who is awarded a contract 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 who is awarded a contract warrants that no individual, other than regular employees and sub-consultant contractors of the Offeror or DRPT regular employees, agents, or assigns 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 who is awarded a contract.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Offeror who is awarded a contract shall not patent any invention conceived in the course of performing this contract. The Offeror who is awarded a contract agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the Offeror who is awarded a contract 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 who is awarded a contract for which DRPT has fully paid the Offeror who is awarded a contract as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the Offeror who is awarded a contract shall remain the property of the Offeror. The Offeror who is awarded a contract 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 who is awarded a contract’s provision of services hereunder, the Offeror may license third-party software or acquire proprietory 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 who is awarded a contract and DRPT agrees that these products will remain the sole property of the third party.

The Offeror who is awarded a contract shall grant DRPT license to use all software developed by the Offeror who is awarded a contract under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing sixty (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.

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

   A. Personnel used by the Offeror who is awarded a contract for the performance of this work shall be properly trained and qualified for work of this type to the satisfaction of DRPT and shall possess any required licenses, certifications, and qualifications.

   B. The Offeror who is awarded a contract 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.

   C. Sexual harassment of any employee of DRPT, the other entities who may use the procurement or of the Offeror who is awarded a contract, will not be tolerated and is to be reported immediately to the DRPT Representative.

All work to be conducted by the Offeror who is awarded a contract in any facility shall be coordinated in advance with the DRPT Project Manager. The Offeror who is awarded a contract shall coordinate his/her work efforts with (if applicable) other existing contractor/agency work efforts through the DRPT Project Manager. All 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 Project Manager.

22. POLICY OF EQUAL EMPLOYMENT: DRPT is an equal opportunity/affirmative action employer. Women, minorities, and persons with disabilities are encouraged to apply. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment. To that end, Offerors should submit, along with their proposals, their policy of equal employment.

23. PROPOSAL PRICES: Proposed hourly rates shall not change for work performed on a weekend, night work, or for any hours worked beyond a normal 40-hour week.

24. DRPT reserves the right to approve any personnel or sub-consultants proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. DRPT will provide written justification to the Offeror who is awarded a contract when approval is not granted.

25. DRPT will provide the Offeror who is awarded a contract and/or its sub-consultants with copies of all written approvals.
26. IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: __________________________ Name of Offeror

September 15, 2016 3:00 p.m. Due Date

_________________________ Time

Name of Contract/Purchase Officer or Buyer Melissa Myers

Street or Box Number: 505-17-RR0001 RFP No.

City, State, Zip Code

The envelope should be addressed as directed on Page 2 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

27. PATENT RIGHTS: If any invention, improvement or discovery of the Offeror who is awarded a contract or any of its sub-consultants 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 who is awarded a contract shall immediately notify DRPT and provide a detailed report.

The rights and responsibilities of the Offeror who is awarded a contract, his sub-consultants and DRPT with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

28. KEY PERSONNEL: 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 who is awarded a contract unless removed from work on the contract with the consent of DRPT.

29. PRICING SCHEDULE: Offerors shall identify all staff positions and rates for the seven (7) potential services under Statement of Needs, and shall indicate such in Attachment D to be fully loaded with all direct and indirect costs, including administrative oversight and approvals.

30. RENEWAL OF CONTRACT: This contract may be renewed by DRPT upon written agreement of both parties for two (2) successive one (1) year periods, under the terms of the current contract, and at approximately ninety (90) days prior to the expiration.
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Definitions

**Small Business**: "Small business" means an independently owned and operated business 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: Department of Minority Business Enterprise (DMBE)-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE 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 the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.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 you are certified by the DMBE as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE-certified business, complete only Section B of this form.

C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.
Section A

If your firm is certified by the DMBE, are you 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 your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

<table>
<thead>
<tr>
<th>Small Business Name &amp; Address</th>
<th>DMBE Certificate #</th>
<th>Status if Small Business is also: Women (W), Minority (M)</th>
<th>Contact Person, Telephone &amp; Email</th>
<th>Type of Goods and/or Services</th>
<th>Planned Contract Involvement</th>
<th>Planned Annual Contract Dollar Expenditure Amount</th>
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Section C

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

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DMBE-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 your business in the past to locate DMBE-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 your firm to locate DMBE-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 DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.

5. List areas of work which your business has subcontracted with DMBE-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 your business has in place.

7. Provide documentation of follow-up on initial contacts with DMBE-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

<table>
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<tr>
<th>Labor Category*</th>
<th>Direct Average Hourly Rate</th>
<th>Overhead Rate</th>
<th>Profit</th>
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### Travel Reimbursement

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.pdf](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335.pdf)

**Note:** Non-salary direct cost will be paid based on actual cost, documented with proper receipts, according to State Regulation.
Attachment D
PRICE SCHEDULE

Labor Classification Descriptions

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. Required at least 12-20 years of experience. Professional Planning or Professional Engineering registration generally is required at this level.

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

Senior Engineer/Planner: Completes a wide variety of engineering and planning assignments, applying specialized techniques and analyses within a discipline. Is proficient in the use of most engineering or planning theories and practices. Required 10-12 years of experience.

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

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

Environmental Scientist: Has knowledge of state and federal environmental regulations, permitting, and the ability to prepare reports as required for regulatory compliance. Required 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 railway operations. Required 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. Required 5-7 years of experience.

Cultural Resources Principal Investigator: Develops research designs, and oversees fieldwork and laboratory analyses. Meets or exceeds the requirements for professional qualifications as promulgated by the Secretary of the Interior. Required 10-15 years of experience.

Project Archaeologist: Conducts archaeological resource studies under the direction of the Principal Investigator. Required 5-8 years of experience.

Architectural Historian: Conducts architectural resources studies under the direction of the Principal Investigator. Required 5-8 years of experience.

Senior CAD Designer: Reviews all CAD designs, drawings, and graphics to ensure adherence to established specifications and standards. Required 4 years experience.
**Attachment D**

**PRICE SCHEDULE**

**CAD Technician/Graphic Artist:** Uses CAD workstation and/or other graphics software to prepare engineering drawings, sketches, figures, and displays. Required 2-4 years of experience.

**Accountant:** Manages, audits, and maintains accurate financial records and prepares financial statements and tax reports. Required 2-4 years of experience.

**Editor/Technical Writer:** Responsible for editing all technical reports and documents prepared under this contract. Required 2-5 years of experience.

**Public Outreach Coordinator:** Plans, develops, and coordinates public outreach for project development, agency coordination, community, educational, and promotional activities. Required 5 or more years of experience.

**Technician/Administrative Clerk:** Performs a variety of routine and non-routine administrative, clerical, data collection, and report writing tasks specific to the assigned group. Required 1-3 years of experience.

The above descriptions are widely accepted but could include other activities or duties not listed.

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DRPT may receive funds from the Federal Railroad Administration and/or through the American Recovery and Reinvestment Act (ARRA) to perform some of the projects in this Request for Proposal. As a result, DRPT has to comply with certain requirements and some of these requirements pass through to firms that are awarded a contract by DRPT. Some of the requirements relate to reporting and Contractors will be required to supply requested information to DRPT to facilitate its reporting requirements.

Please review the document at http://www.fra.dot.gov/downloads/RRDev/fr_hsipr_guidance.pdf. This is an excerpt from the Federal Register. Please refer to Appendix 3 for FRA and ARRA requirements that must be adhered to under this contract.

Additionally, review the document at http://www.fra.dot.gov/rpd/passenger/fp_FFATA_Reporting.shtml for additional requirements under the Federal Funding Accountability and Transparency Act (FFATA). These requirements relate to DRPT’s reporting requirements and Contractors will be required to supply requested information to the DRPT to facilitate its reporting requirements.
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## SWAM SUBCONTRACTOR REPORT

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