

TOWN OF HAMILTON, VIRGINIA

June 3, 2013

**REQUEST FOR PROPOSALS
FOR
ENGINEERING RELATED SERVICES
BASIC ORDERING AGREEMENT**

ANY QUESTIONS CONCERNING THE RFP SHOULD BE DIRECTED IN WRITING NOT LATER THAN JULY 1, 2013, TO:

Gregory K. Wilmoth, Mayor at the Town of Hamilton, P.O. Box 130, Hamilton, VA 20159-0130 or 53 E Colonial Hwy, Hamilton, VA 20158 (540) 338-2811.

PROPOSAL DUE DATE AND TIME:

11:00 A.M. on JULY 8, 2013 prevailing local time. Proposals are to be presented for time and date validation at the Town Office, 53 E Colonial Hwy, Hamilton, VA

PRE-PROPOSAL CONFERENCE (OPTIONAL):

11:00am, on June 24, 2013 at the Hamilton Town Office, 53 E Colonial Hwy, Hamilton.

ADDRESS PROPOSAL AS FOLLOWS:

SEALED PROPOSAL – 2013 Proposal for Engineering, and Related Services

ATTENTION GREGORY K WILMOTH, MAYOR
Town of Hamilton
53 E Colonial Hwy
Hamilton, VA 20158
(540) 338-2811

TABLE OF CONTENTS

SECTION	TITLE
1.0	INSTRUCTIONS TO OFFERORS A. Invitation Letter B. Introduction
2.0	GENERAL CONTRACT TERMS AND CONDITIONS
3.0	CONTRACT AGREEMENT
4.0	GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
5.0	SUPPLEMENTARY CONDITIONS TO THE CONTRACT
6.0	EVALUATION OF PROPOSALS: SELECTION FACTORS
7.0	APPENDICES: Appendix-A: Scope of Work Appendix-B: Organizational Chart and Resumes of Key Staff Appendix-C: References Appendix-D: Contractor Qualification Statement Appendix-E: Addendum Acknowledgment Appendix F: RFP Submission Form Appendix G: Federal Requirements

SECTION ONE
INSTRUCTIONS TO OFFERORS

A. Invitation Letter

June 3, 2013

Ladies/Gentlemen:

Subject: Request for Engineering and Related Services

Reference: Proposal for Engineering and Related Services

We are pleased to invite your best tender for carrying out the subject WORKS in accordance with the following:

1. General

1.1 Definitions

In this Tender, the words and expressions listed hereunder shall have the meaning assigned to them respectively:

OWNER: shall mean the Town of Hamilton, Virginia.

SERVICES OR SERVICE OR WORKS OR WORK: shall mean the Engineering and Related Services, as further described in the Scope of Work (Appendix - A).

CONTRACTOR: shall mean the successful Offeror assigned by the OWNER to carry out the WORK.

CONTRACT: shall mean the eventual Agreement to be signed between the OWNER & CONTRACTOR for the performance of the WORK.

OFFEROR: shall mean those entities or individuals who submit a proposal in accordance with the Request for Proposal.

- 1.2 All Proposals shall be prepared and submitted by and at the cost of the Offeror, hence all costs associated with preparation and submission of the Proposal shall be borne by the Offeror.
- 1.3 All Proposals must be typed. Handwritten Proposals will, without exception, be rejected and will not receive consideration under any circumstances.
- 1.4 OWNER reserves the right to reject any or all Proposals.
- 1.5 CONTRACTOR shall carry out the WORK within the same time frame allowed in the approved WORK Schedule.
- 1.6 Offeror shall address inquiries, if any, in writing to Gregory K Wilmoth, Mayor, who alone is

empowered to clarify such inquiries; not later than 7 days before the date of opening of the Proposals.

2. Validity of Proposal

The Proposal shall remain valid for Ninety (90) days, from the date of opening the Proposals.

The successful Offeror, within a period of fifteen (15) days from the date of the OWNER's acceptance and approval of Offeror's Proposal, shall be requested to sign the contract and to submit the Certificates of Insurance as required in the relevant article of the contract. Failure to do so will cause the Proposal to be considered withdrawn.

The OWNER has the indisputable right to accept or reject any offer, or part of any offer, or to cancel the RFP and stop the process without giving any justification.

Under no circumstances shall an Offeror whose Proposal has not been accepted be entitled to any claim for compensation.

3. Scope of Work

CONTRACTOR shall carry out the Engineering and Related Services for the OWNER, as further described in Appendix - A, Scope of Work.

4. Tender Document

Offerors are requested to collect a copy of the Tender Document, comprising the following, from the Town of Hamilton, 53 E Colonial Hwy, Hamilton, VA 201587.

Section 1: Instructions to Offerors

Section 2: General Proposal Terms and Conditions

Section 3: Contract Agreement

Section 4: General Conditions and Instructions to Offerors

Section 5: Supplementary Conditions to the Contract

Section 6: Evaluation of Proposals: Selection Factors

Section 7: Appendices:

Appendix-A: Scope of Work

Appendix-B: Organizational Chart and Resume's of key staff

Appendix-C: References

Appendix-D: Contractor Qualification Statement

Appendix-E: Addendum Acknowledgment

Appendix-F: RFP Submission Form

Appendix-G: Federal Requirements

5. Site Visit

The Offeror shall visit the site and shall be responsible for obtaining all information required for the submission of the Proposal. The Offeror shall carefully examine the Tender Documents and satisfy itself as to the risks, obligations, and responsibilities to be undertaken in the contract. All costs in connection with the visit to and inspection of the site and the preparation of the Proposal shall be borne

by the Offeror.

6. Particular Requirements

6.1 Preparation of Proposal

6.1.1 The Proposal shall be submitted on the basis of the exact compliance by Offeror with all terms and conditions of the Tender Documents.

7. Proposal Submission

The Proposal shall include all required information as outlined in Section 6 including but not limited to the following:

- a. Organizational Chart and Resumes of Key Staff.
- b. A list of references and contracts for projects similar in scope to the project herein identified, which have been undertaken by Offeror within the past three (3) years; and, a list of individuals, including phone numbers, who can be contacted in respect to these contracts.
- c. Acknowledgment of all Addenda.
- d. Execution Plan\Technical Submission\Method Statement.
- e. Others (to be specified by Offeror)

8. Consideration of Offers

The OWNER reserves the right to reject any and all Proposals, to waive technicalities and irregularities, advertise for new Proposals, or to proceed to do the WORK otherwise, if it is in the sole judgment of the OWNER, as to its best interests. The Offeror shall not be entitled to any indemnity in respect of claims, demands, proceedings, damage costs, charges and expenses, whatsoever arising out of such rejection. Proposals shall be considered irregular and may be rejected for, but not limited to, the following reasons:

- a. If there are any unauthorized additions, conditional or alternate proposals or percentage increase or decrease in the Proposal price or irregularities of the kind which tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.
- b. If there is a lack of any of the required documents.

Offerors may be disqualified and their offer rejected for, but not limited to, the following reasons:

- a. If more than one Proposal for the WORK is submitted for an individual firm, partnership or corporation under the same name or different name.
- b. If there is evidence of any collusion between Offerors.
- c. Falsification of any documents or price submitted with the proposal shall be the cause for

annulling the Proposal and make the Offeror liable for legal action.

The Completed Proposal shall be submitted in one original and three copies before 11:00 am on July 8, 2013 in a Sealed Envelope and shall be addressed as follows:

Town of Hamilton
P. O. Box 130
53 E Colonial Hwy
Hamilton, Virginia 20158

Attention: Gregory K Wilmoth, Mayor

Title: Request for Proposals for Engineering and Related Services

Reference: 2013 Proposal for Engineering and Related Services

The Proposal shall be submitted to the Mayor.

Sincerely,

Gregory K Wilmoth
Mayor

B. Introduction

The Town of Hamilton, Virginia is soliciting Proposals from qualified consulting firms to provide Engineering and Related Services, as further described in Scope of Work (Appendix-A), on an as needed basis.

The term of the contract shall be for one (1) year with an option to extend the contract by two (2) additional one-year terms with the written consent by the Town and the Contractor as further described under "General Contract Terms and Conditions".

The purpose of this solicitation is to select several engineering companies to provide professional engineering, and related services on an as-needed basis under a Basic Ordering Agreement (BOA). The term will be for an initial one-year term plus up to two (2) one-year extensions at the discretion of the Town, if the work is deemed to be acceptable to the Town. These services will be provided under separate task orders for each project identified by the Town and the engineer chosen based on its experience and ability to complete the listed tasks. Over the next five years the Town expects to have several projects, including those identified in the Town's Capital Improvements Plan and a current transportation enhancement grant project. It is expected that the Town will require various concept, design and specification writing, environmental review, and construction administration services in association with new or expanded/upgraded infrastructure.

The selected engineering companies must demonstrate the ability to provide a majority of the services and identify those that they plan to provide by subcontracting. The Town will select several engineering firms based on their skills and abilities to provide the services identified, but each engineering company does not necessarily have to be capable of providing all the skills necessary. The Town is selecting a group of engineering companies to ensure that all service categories are covered between the different firms. The companies do not need to "team" for the proposal if they can provide a majority of the services listed.

The companies selected under the BOA will be asked to develop a scope of services for a particular task. The Town reserves the right to negotiate the cost of the task with a BOA or to reject the proposal if it is felt the cost or scope is unacceptable. The tasks will remain within the scope of services listed above and the project fee of any single project cannot exceed \$100,000. The sum of all projects offered to any one of the selected companies cannot exceed \$500,000 for the whole contract year. The Town reserves the right to choose to separately procure any tasks that the Town believes is appropriate rather than award it through the BOA. At the Town's discretion, large engineering tasks may be offered as a separate project rather than awarded through the BOA based on the overall cost of the project, complexity of the project, need for specialized expertise or requirements for procurement based on loan agency requirements.

SECTION TWO
GENERAL CONTRACT TERMS AND CONDITIONS

General Contract Terms and Conditions

Submission of Proposals

Proposals must be submitted in accordance with the instructions given. The container must be completely and properly identified. The face of the container shall indicate the title of the RFP and time and date of acceptance. Proposals must be received by the Mayor BEFORE the hour specified on the acceptance date. Proposals may either be mailed to P.O. Box 130, Hamilton, Virginia, 20158-0130, or hand delivered to the Town Office, 53 E Colonial Hwy, Hamilton, VA, 20158.

Late Proposals

LATE Proposals will be returned to Offeror UNOPENED, if RFP title, acceptance date and Offeror's return address is shown on the container.

Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of Offeror. Failure to manually sign proposal may disqualify it. Person signing Proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT and include documentation showing such authority. Firm name and authorized signature must appear on the proposal in the space provided in the lower right hand corner.

Exemption from Taxes

The Town of Hamilton is exempt from State Sales/Use Tax and Federal Excise Tax.

Delivery

Proposals must show number of days required to complete and submit report(s) under normal conditions. Failure to state delivery time obligates Offeror to complete delivery according to the Town's schedule. Unrealistically short or long delivery promised may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Offerors list. Delivery shall be made during normal working hours only, 8:30 a.m. to 4:30 p.m., unless prior approval for late delivery has been obtained from the Town.

Delays

If delay is foreseen contractor shall give thirty (30) days prior written notice to the Mayor. The Town has the right to extend delivery date if reasons appear, in the sole discretion of the Town, to be valid. Contractor must keep the Town advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Town to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting contractor.

Inquiries

Inquiries pertaining to Request for Proposals must include RFP title and acceptance date.

Substitutions

NO Substitutions including key personnel (i.e., Project Manager) or cancellations permitted after award without written approval by the Mayor.

Rights of the Town of Hamilton

The Town reserves the right to accept or reject all or any part of any Proposal, waive minor technicalities and award the contract to best serve the interest of the Town.

Prohibition as Subcontractors

No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

Employment Discrimination by Contractors Prohibited

Every contract over \$10,000 shall include the following provisions:

- a. During the performance of a contract, the contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- d. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-free Workplace Maintained

During the performance of the Work described in the Contract Documents, the Contractor agrees to: Provide a drug-free workplace for the Contractor's employees;

- a. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
- c. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Ethics in Public Contracting

The provisions contained in Sections 11-72 through 11-80 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Town. A copy of these provisions may be obtained from the Mayor.

Criminal Sanctions

- a. The above provisions referenced in Ethics in Public Contracting supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-639.1 *et. seq.*), the Virginia Governmental Frauds Act (§18.2-498.1 *et. seq.*) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interest Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

- b. §2.2-4311.1 Compliance with federal, state, and local laws and federal immigration law – The Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Competition Intended

It is the Town's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Town in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this RFP to a single source. Such notification must be received by the Town not later than fifteen (15) days prior to the date set for acceptance of Proposals.

Inconsistencies in Conditions

In the event there are inconsistencies between the General Contract Terms and Conditions, and the Special Contract Terms and Conditions and other schedules contained herein, the Special Contract Terms and Conditions shall govern.

License Requirement

All firms doing business in the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Town Treasurer, telephone (540) 687-5152. The successful Offeror must obtain a Town BPOL license and/or show proof of a BPOL License within 30 days of contract award.

Proprietary Information

It is the responsibility of each Offeror to clearly mark any part of the Proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Offerors shall not mark sections of their Proposal as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature, (i.e., prices).

Subcontractors

Offerors shall include a list of all subcontractors in their Proposal. Proposals shall also include a statement of the subcontractors' qualifications. The Town reserves the right to reject the successful firm's selection of subcontractors.

Insurance

The successful Offeror shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this Request for Proposal:

a. Commercial General Liability

1. The successful Offeror's insurance shall cover the Offeror for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payments, and the elimination of coverage for Fire Damage Legal Liability.

2. The minimum limits to be maintained by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement to a Commercial General Liability Policy with the following amounts specified for this project:

Limits

General Aggregate Limit (Other than Products/Completed Operations)	\$2,000,000
Products-Completed Operation Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 500,000
Medical Expense Limit	\$1,000,000

3. The successful Offeror shall continue to maintain Products/Completed Operations coverage for a period of three years after the contract completion date. The insurance shall cover those sources of liability that would be covered by the latest edition of Coverage A of the Commercial General Liability Form or Coverage A of the Product/Completed Operations Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office without restrictive endorsements. The minimum limits to be maintained by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement with the following amounts specified for this project.

Limits

Products-Completed Operations Aggregate Limits	\$ 500,000
Each Occurrence Limit	\$ 500,000

b. Business Auto Policy

1. The successful Offeror's insurance shall cover the Offeror for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.
2. The minimum limits to be maintained by the successful Offeror (inclusive of any

amounts provided by an umbrella or excess policy) shall be \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability.

c. Workers' Compensation and Employers' Liability

1. The successful Offeror's insurance shall cover the Offeror and its subcontractors of every tier of those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in the Commonwealth of Virginia by the National Council on Compensation Insurance, without restrictive endorsements, but including Broad Form All States Endorsement. In addition to coverage for the Virginia Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshore and Harbor Workers' Compensation Act, Maritime including Jones Act, Federal Employers Liability Act and any other applicable federal or state law.
2. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Virginia Workers' Compensation Act, the United States Longshore and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standards Workers' Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Workers' Compensation Policy.

d. Professional Liability

1. The successful Offeror shall provide the Town with a Professional Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the Town for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office without the attachment of restrictive endorsements.
2. The policy shall be endorsed to include the Town's officials, officers, agents and employees as insured. The E&O Policy shall include the successful Offeror and the Offeror's subcontractors of every tier as the Offeror designated in the declarations.
3. The minimum Professional Liability Policy limits to be provided by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per claim/annual aggregate.
4. Notice of Cancellation and/or restriction – The policy must be specifically endorsed to provide the Town within forty-five (45) days notice of cancellation, non-renewal, or a reduction in the limit of liability per endorsement. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the Town or Town's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
5. The insurance provided by the successful Offeror pursuant to the resulting contract shall apply on a primary basis and any other insurance or self-insurance maintained by the Town or the Town's official, officer, agent or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Offeror.

The coverage other than Workers' Compensation may be either on an occurrence or a claims-made basis; provided, however, that claims-made coverage for other than the Products/Completed Operations shall respond to claims arising out of accidents, occurrences, incidents and offenses happening after the commencement of the resulting contract but before the end of the contract completion date provided that the claim is made within five years after the contract completion date; provided further that claims-made arise out of accidents, occurrences, incidents and offenses happening after the commencement of the resulting contract but before the end of three years after the contract completion date provided that the claim is made within eight years after the contract completion date.

Prior to commencing work under a resulting contract, the successful Offeror shall furnish the Town with a Certificate(s) of Insurance naming the Town, its officers, employees and agents, as additional insureds, giving a forty-five (45) day notice of cancellation, non-renewal, or change in the insurance coverage, and/or restrictions.

Safety

All contractors and subcontractors performing services for the Town are required to comply with OSHA standards and accepted safety rules and regulations.

Hold Harmless Clause

The successful Offeror shall, during the term of the contract including any warranty period, indemnify, and hold harmless the Town, its' officials, employees, agents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any negligent act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

Proposals shall provide that during the term of the contract, including any warranty period, the firm shall indemnify, defend, and hold harmless the Town, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights, sustained by any person or property in consequence of any neglect or misconduct in contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violations of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include all claims and damages involving infringement of patent or copyrights.

Indemnification

The successful Offeror shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Town, its officials, employees, agents, volunteers, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, and the costs of appeals arising out of any such claims or suits, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any error or omission or negligent or wrongful act by the Successful Offeror or its employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation, or decree. It is understood and agreed that the successful Offeror/Contractor is at all times herein acting as an independent Contractor.

Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Mayor or the Mayor's authorized representative(s). The firm shall not comply with request and/or orders issued by other than the Mayor or the Mayor's authorized representative(s) acting within their authority for the Town.

Contract Period

The Contract shall cover the period from September 1, 2013 to August 31, 2014, or an equivalent period depending upon date of contract award.

This Contract may be renewed upon the same pricing, terms and conditions at the expiration of its term for a maximum of two (2) one-year renewal periods by mutual agreement between the parties.

Notice of intent to renew will be given to the Contractor in writing by the Town of Hamilton, normally ninety (90) days before the expiration of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the Town of Hamilton to a contract renewal.

Termination

Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town of Hamilton until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall pay for all work delivered as of the date of termination.

b. Termination for Cause

The Town may terminate this contract for cause, default, or negligence on the part of the Contractor at any time. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this contract in a subsequent fiscal year, then the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Ownership of Products

All control work, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the Town. The Town shall be furnished reproducible and/or electronic copies of all plans, reports and information collected or prepared under this agreement, upon request. The Town shall be furnished duplicate copies of other materials upon request.

Conflict of Interest

In the event that a conflict of interest arises with the successful firm acting as the Town's authorized contractor on a specific job, the Town reserves the right to seek professional services elsewhere on the specific job over which the conflict arose.

Invoicing and Payment

The Contractor shall submit invoices, in duplicate, upon completion of each project, such statement to include a detailed breakdown of all charges for that monthly period.

Invoices shall be based upon actual services rendered and actual hours of performance. The Town will pay all such invoices promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

Town of Hamilton
P.O. Box 130
Hamilton, Virginia 20158-0130
Attention: Treasurer

Payments to Subcontractors

Within seven days after receipt of amounts paid by the Town for work performed by a subcontractor under this contract, the Contractor shall either:

- a. Pay the Subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the Subcontractor under this contract; or
- b. Notify the Town and Subcontractor, in writing, of its intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed above

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include this provision in each of its subcontracts requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of the Town.

Examination of Records

- a. The Contractor agrees that the Town of Hamilton Treasurer, or his/her duly authorized representative, shall, until the expiration of five (5) years following the final payment on the contract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract in question.
- b. The Contractor shall include a similar access, examination and copying requirement to the aforementioned, in any subcontract which is for more than \$10,000.
- c. In the event there is litigation or arbitration involving the contractor or subcontractor, rights of access, examination and copying thereunder shall continue until any litigation, appeals, claims or arbitration shall have been finally concluded.

Addendum and Supplement to Request

If it becomes necessary to revise any part of this Request for Proposal if additional data is necessary to enable an exact interpretation of provisions of this request, revisions will be provided to all firms who receive or request this RFP.

Withdrawal of Proposal

- a. All Proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.

Miscellaneous Requirements

- a. The Town will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. The contents of the Proposal submitted by the successful Offeror and this RFP shall become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the Town.

The Town's Purchasing Regulations, if any, are part of any contract awarded. The Proposal, this RFP, and the Town Purchasing Regulations shall be incorporated by reference into the contract as though fully set forth therein.

These General Terms and Conditions shall become a part of the Contract and shall apply to the Contractor and all subcontractors and suppliers.

SECTION THREE
CONTRACT AGREEMENT

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2013, by and between the Town of Hamilton, Virginia, hereinafter called "Owner" and _____, (an individual or a Partnership or a Corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall commence and complete the Engineering Related Services, all as detailed in Appendix-A (Scope of Work).

2. The Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.

3. The Contractor shall commence the work required by the Contract Documents within 7 days after the date of the NOTICE TO PROCEED.

4. The Contractor agrees to perform all of the work described in the Contract Documents.

5. The term "Contract Documents" means and includes the following:

- a. Invitation Letter
- b. Instructions to Offerors
- c. Particular Requirements
- d. General Contract Terms and Conditions
- e. Contract Agreement
- f. Appendices:

Appendix-A: Scope of Work

Appendix-B: Organizational Chart and Resumes of Key Staff

Appendix-C: References

Appendix-D: Offerer Qualification Statement & Execution Plan

Appendix-E: Addendum Acknowledgment

Appendix-F: RFP Submission Form

- g. Notice of Award
- h. Notice to Proceed
- i. Change Order(s)
- j. Supplementary Conditions.
- k. Addenda:

No. _____, dated _____, 20__.

No. _____, dated _____, 20__.

6. The Owner shall pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. Progress payments shall be made monthly, assuming proper submission of invoices by Contractor.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies, each of which shall be deemed an original on the date first above written.

OWNER:

Town of Hamilton

By _____

Name _____

Title _____

Notary Public Commission Expires

Commission Number: _____

CONTRACTOR:

BY _____

Name _____

Title _____

Notary Public Commission Expires

Commission Number: _____

I, the undersigned, on behalf of the Town of Hamilton, hereby verify that the contents of the above Owner-Contractor Agreement have been reviewed and approved.

Contents Approved By

SECTION FOUR

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS

TOWN OF HAMILTON, VIRGINIA

The General Conditions and Instructions set out below shall apply to all formal solicitations and resulting contract award issued by the Town of Hamilton unless otherwise specified. Offerors are responsible for informing themselves of these requirements prior to submission of bids. Failure to do so will be at the Offeror's own risk, and pleas of error or ignorance shall not be honored. Offerors requiring additional information about the General Conditions and Instructions set forth below should consult Town Code and/or contact the Mayor.

In the event there is a conflict between these General Terms and Conditions and any other terms and conditions that may be included elsewhere in this solicitation, the other terms and conditions shall prevail.

1. Awards made in response to a RFP will be made to the highest qualified offerors whose proposal is determined, in writing, to be the most advantageous to the Town, taking into consideration the evaluation factors set forth in the RFP.
2. Unless canceled or rejected for good cause, a responsive proposal from the lowest responsible offeror shall be accepted as submitted except that if the proposal from the lowest responsible offeror exceeds available funds or is deemed excessive, the Town may negotiate with the lowest responsible offeror to obtain an acceptable contract price. (see Town Code).
3. If received after the time specified for Public Opening, formal offers, proposals, amendments thereto, or requests for withdrawal of proposals will not be considered. Late proposals will be returned to the offeror UNOPENED if the offeror's return address is shown. If the Town declares administrative or liberal leave, scheduled openings or receipt of proposals will be extended to the next business day.
4. Proposals must be properly identified as a "SEALED PROPOSAL". Properly marked proposals received prior to the specified time of Public Opening will be securely kept, unopened, in the office of the Mayor. The Mayor or duly appointed representative will determine when the specified time has arrived and no offer shall be received thereafter.
5. No liability shall attach to the Mayor or appointed representative for the premature opening of an improperly addressed or improperly identified proposal. When improperly identified proposals are received, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. The Town reserves the right to declare such a proposal as non-responsive.
6. Unless specifically authorized in the solicitation, telegraphic or facsimile proposals will not be considered.
7. At the time fixed for the opening of responses to a proposal, proposal contents will be made public for the information of offerors and other interested parties who may be present either in person or by representative. Proposals are available for public inspection subsequent to the Public Opening for a period of not less than 60 days. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
8. In the event a vendor cannot submit a proposal on a solicitation, he or she is requested to return the solicitation cover sheet as a "No Proposal" with an explanation as to why he or she is unable to bid on these requirements.
9. Unless otherwise specified in the solicitation, all proposals shall be submitted in duplicate, properly signed in ink in the proper spaces, and submitted in a sealed envelope. The item pages of the solicitation which do not include any items for which a price or signature is required need not be included in the submission of a proposal.
10. The offeror must supply all information required by the Request For Proposal, Instructions to Offerors, Specifications, and Proposal Forms. Failure to fill all blanks may result in disqualification of the proposal.

11. Unless otherwise specified by the Town, all formal proposals submitted shall be binding for Town acceptance for ninety (90) days from the date of the opening.
12. Proposal prices must be net, including transportation and handling charges fully prepaid by the contractor to destination, and subject only to cash discount for prompt payment of invoice.
13. The Town of Hamilton is exempt from State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate is available upon request.
14. When an error is made in computing the extension of total price(s), the unit price will govern. Erasures in proposals must be initialed by the Offeror. Carelessness in quoting prices or in preparation of the proposal otherwise, will not relieve the Offeror. Offerors are cautioned to recheck their proposals for possible error. Errors discovered after public opening cannot be corrected and the offeror will be required to perform if his or her proposal is accepted.
15. Offerors must submit any and all exceptions to conditions of specifications in writing at time of proposal as part of the proposal submission.
16. Unless otherwise provided in the RFP, any catalog, brand name, or manufacturer's reference does not restrict offerors to the specified brand, make or manufacturer names; it conveys the general style, type, character, and quality of the articles desired, and any article which the Town, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
17. No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
18. Specific requirements as to proposal bonds shall be incorporated in individual proposal specifications, if required. Although performance bonds may be directly addressed in the specifications, the Town reserves the right to require a performance bond as it deems may be in the Town's best interest to do so, at time of award.
19. A written notice of award (or acceptance of proposal) shall be provided to the successful offeror within the specified acceptance period. It may be in the form of a letter or a purchase order, either of which shall be deemed a binding contract without further action by either party.
20. Delivery of merchandise must conform to instructions in the proposal and/or in the applicable notice of award or purchase order(s). All goods are purchased F.O.B. destination. All costs for transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation charges are included in the unit prices unless otherwise specified.
21. When required in proposal specifications, samples shall be delivered to the Mayor at the offeror's expense by the date and time specified in the proposal documents. In no case shall said time be later than the opening. Samples shall be removed by the offeror at the offeror's own expense within thirty (30) days after written notice to do so. Failure to do so may result in storage of the property at the offeror's risk and expense, or in its declaration as abandoned property – subject to disposal as such.
22. The Town of Hamilton does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 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.

The foregoing conditions shall be binding on all sealed solicitations unless specifically deleted or amended by reference within the proposal documents.

SECTION FIVE
SUPPLEMENTARY CONDITIONS TO THE CONTRACT

Supplementary Conditions

1. Arbitration shall not be applicable for the resolution of disputes between OWNER and CONTRACTOR. Disputes by the Contractor with respect to this Contract shall be decided in the first instance by the Mayor, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within twenty (20) days from the date of such decision the Contractor mails or otherwise furnishes the Mayor a written appeal addressed to the Town Council. The decision of the Town Council shall be final and binding unless set aside by a Court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Mayor, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.
2. The contents of the Proposal submitted by the successful Offeror and terms, conditions, particular requirements, and specifications contained in Request for Proposals for Engineering Related Services issued by the Town of Hamilton and the Purchasing Regulations shall be incorporated into the terms and conditions of this contract to the same extent as if they had been set out fully. To the extent that any conflict arises between the provisions of this contract and those of the Request for Proposals and the Purchasing Regulations, they shall be resolved by giving first preference to the Purchasing Regulations, then to the Request for Proposals, then to this contract.
3.
 - a. The Contractor agrees that the Owner, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
 - b. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Owner or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts of purchase orders for public utility services at rates established for uniform applicability to the general public.
 - c. The periods of access provided in subparagraphs (a) and (b) above for records, books, documents and papers that may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally concluded.
4. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, national origin except when religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operations of the Contractor. The Contractor shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.

The Contractor shall include the provisions of this nondiscrimination clause in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon the subcontractor or vendor.

5. The effective date of this Contract shall be the date of issue of the Letter (Telefax) of Intent by OWNER to CONTRACTOR.

Comment [MG1]: Should be date of signed contract.

SECTION SIX

EVALUATION OF PROPOSALS: SELECTION FACTORS

EVALUATION OF PROPOSALS: SELECTION FACTORS

The General Contract Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.

The Town of Hamilton will assign a proposal analysis subcommittee to independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below as depicted on the Proposal Evaluation Matrix contained herein. The firms submitting proposals shall include with that proposal statements on the following:

- a. Management Skills and Expertise
- b. Credentials of project team
- c. Understanding of task and requirements
- d. Capability for a Timely Response
- e. Compliance with contractual terms

After each member of the subcommittee has independently read and rated each proposal and completed a proposal evaluation matrix form, a composite preliminary rating will be developed which indicates the committee's collective ranking of the highest rated proposal in a descending order. At this point, the subcommittee will conduct interviews and have discussions with only the top ranked firms (a minimum of two depending upon the number of proposals received). If an Offeror is selected for interview and subsequent discussion, that Offeror must submit the required pricing forms containing a non-binding estimate of the hourly rates for the various categories of staff.

These forms, to be provided later, must be submitted to the Town of Hamilton within three (3) working days of notification. During the interview process and discussion stage, the non-binding price proposals can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of cost and completion hours, the subcommittee will finalize the rankings, including consideration of the cost of services (i.e., price proposal). Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the Town of Hamilton cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations conducted with the next ranked firm, and so on. The subcommittee will conduct all subsequent negotiations and will make a recommendation to the Town Council for the resulting contract award.

The Town of Hamilton reserves the right to reject all Offerors and/or to withdraw this RFP at any time.

Each proposal will be read and evaluated on the basis of the criteria listed above. Once each proposal has been read and evaluated, a composite rating will be developed which indicates the collective rating of the highest rated proposals in descending order. The preliminary rating will be used to select the offerors for further consideration – the short list. Thereafter, the Town will conduct interviews and have discussions with the top ranked offerors.

Comment [MG2]: Repetitive

If an offeror is selected for interview, that offeror shall submit to the Town, within three (3) working days, their non-binding fee/rate schedule. The individual offeror's fee/rate schedule should include a rate for all labor categories that the offeror anticipates using for the work.

For proposal evaluation purposes, provide an hourly rate (non-binding) for each of the following representative categories. Minimum experience is indicated in parentheses for each category. Rates included herein should correspond as closely as possible to the actual rate category identified in the individual firm's fee/rate schedule even though the category titles may differ.

- Principal (Corporate Officer or Partner)
- Project Manager (Registration + 10 years experience + 3 years experience as Project Manager)
- Architect/Engineer 1 (Registration + 7-10 years experience)
- Architect/Engineer 2 (Registration + 5-7 years experience)
- Architect/Engineer 3 (3-5 years experience)
- Technician 1 (5-7 years experience + required certifications for type)
- Technician 2 (3-5 years experience + required certifications for type)
- Administrative (3 years general office experience)

For evaluation purposes, the rates for these categories shall be averaged. The offeror with the lowest average rate will be assigned 15 points.

The other proposals will be assigned points according to the following formula:

$$\text{Lowest fee divided by offeror's fee} = X\%; X\% \times 15 \text{ points} = XX \text{ points}$$

After the interviews are complete, the Town will finalize the rankings. Final negotiations for a binding fee/rate schedule will begin with the top ranked offeror. If a contract acceptable to the Town cannot be negotiated at rates that are considered fair and reasonable, negotiations shall be terminated with that offeror and negotiations will be conducted with the next ranked offerer, and so on. Town staff will conduct all subsequent negotiations and will make a recommendation to the Town Council for the contract award. The rankings shall remain confidential until after the contract award.

INSTRUCTION FOR PREPARING AND SUBMITTING PROPOSALS

Proposal Format

Offerors shall respond to the RFP with a written proposal in the format outlined below. The Proposal shall include as a minimum the following sections arranged in the specified order

- A. Executive Summary Letter
- B. Table of Contents
- C. Management Skills and Technical expertise
- D. Credentials of the Project Team
- E. Task Understanding
- F. Capability for a Timely Response
- G. Compliance with Contractual Terms
- H. Any supplemental information about your firm.
- I. Appendices B through F.

Proposal Content

A. Management Skills and Technical Expertise

Include as a minimum:

- A list of five relevant projects completed within the past three years that best illustrate capabilities related to those required for this project, including description, scope, and project cost. Projects should encompass at least three of the different categories listed in Appendix A, Scope of Work.
- List three BOA Contracts for which the company is currently providing services to a client similar to the Town. Include a description of services performed for the client, contact person and a telephone number. Sub-consultants should also provide this information.
- Information on delivery of projects on time and within budget. Provide execution time (contract/actual); cost of Work performed (estimated/actual); and any problems encountered and solutions devised.
- Client's contact information
- Awards and letters of commendation received.

B. Credentials of the Project Team

Include as a minimum:

- Identification of Project Manager, and the office location of the Project Manager
- Staffing Plan, and the office locations of each person assigned
- Project Manager's portfolio of related projects
- Project Manager's resume
- Resumes of key project staff members including Town of Hamilton or Loudoun County experience
- References

C. Understanding of Task Requirements

Provide a narrative describing how you intend to accomplish task requirements. Address your understanding of the requirements.

D. Capability for Timely Response

- Proximity of Offeror's office to Town of Hamilton
- Acknowledgement and understanding of required timeframe for completion and approval of the plans.

E. Compliance with Contractual Terms

- Provide a definitive statement of intent to comply with Contract Terms and Conditions as delineated in this RFP.
- Verify that insurance coverage is available (insurance certificates need not be submitted until the award stage) and express willingness to sign contract as written.
- If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law of Town purchasing regulations may be grounds for disqualification of the proposal.
- Acknowledge and describe any proposed deviations from Scope of Services.

F. Overall Quality and Completeness of the Proposal and Interview

Proposals will be reviewed for:

- Completeness
- Attention to Detail
- Clarity
- Organization
- Appearance

G. Cost of Services (Short-listed firms only)

Provide a representative hourly rate schedule and a detailed fee schedule listing rates for each category of employee described above.

**TO PROVIDE ENGINEERING AND RELATED SERVICES
PROPOSAL EVALUATION MATRIX**

FIRM: _____

Maximum Points: 100

	<u>MAXIMUM POINTS</u>	<u>SCORE</u>
1. Management Skills and Technical Expertise	25	_____
2. Credentials of project team	20	_____
3. Understanding of task and requirements	15	_____
4. Capability for a Timely Response	10	_____
5. Compliance with Contractual Terms	<u>15</u>	_____
Subtotal	85	_____
5. Non-Binding Cost Proposal (for offerors selected for interview)	<u>15</u>	_____
Total	100	_____

What are the three primary reasons you have for recommending this firm?

What are the three primary reasons you have for rejecting this firm?

General Comments/Clarifications/Questions:

Name of Evaluator _____ Date _____

SECTION SEVEN
APPENDICES A THROUGH G

APPENDIX-A
SCOPE OF WORK

APPENDIX-A: SCOPE OF WORK

The Town of Hamilton (“Town”) is responsible for improving and maintaining efficient, effective and safe public facilities, including public buildings and drinking water and wastewater systems for the community. The Town ensures that all engineering, construction and maintenance work for wells, water treatment facilities, wastewater treatment facilities, water lines and sewer lines follow acceptable standards to ensure the efficient use of capital expenditures to provide the residents of the Town with a safe and dependable water supply and environmentally responsible wastewater disposal. In addition, the Town is responsible for ensuring that new development complies with the Town Comprehensive Plan and associated development regulations. The Town approves all applications for new development within the corporate limits and subdivisions within its extraterritorial subdivision jurisdiction.

The purpose of this solicitation is to select approximately three (3) engineering companies to provide professional engineering and related services on an as-needed basis under a Basic Ordering Agreement (BOA). The term will be for an initial one-year term plus up to two (2) one-year extensions at the sole discretion of the Town, if the work is deemed to be acceptable to the Town. These services will be provided under separate task orders for each project identified by the Mayor, and the engineering firm shall be chosen based on its experience and ability to complete the listed tasks. The list of possible services is provided below. The selected engineering companies must demonstrate the ability to provide a majority of the services listed and identify those that they plan to provide by subcontracting. The Town will select approximately three engineering companies based on their skills and abilities to provide the services identified, but each engineering company does not necessarily have to be capable of providing all the skills listed. The Town is selecting a group of engineering companies to ensure that all service categories are covered among the different firms. The companies do not need to “team” for the proposal if they can provide a majority of the services listed.

This RFP, plus the resulting agreement, shall be consistent with, and governed by the Virginia Public Procurement Act (VPPA) and the *Town of Hamilton* Purchasing Regulations.

Over the next five years the Town expects to have multiple projects including those already identified in the Town’s capital improvements plans, possible transportation enhancement grant projects, site plans for review and other projects that may be identified. It is expected that the Town will require various concept, design and specification writing, environmental review and construction administration services in association with new or expanded/upgraded systems such as, but not limited to the following examples, which are not listed in any particular order:

- **Wastewater System**
 - Sewage Booster Pumping Stations
 - Trunk Sewers and Collector Systems
 - Hydraulic Modeling
 - Master Planning
 - Wastewater Treatment and Regulatory Services
- **Water System**

- Water Storage Tanks
- Water Transmission and Distribution Mains
- Water Booster Pumping Stations
- Hydraulic Modeling
- Master Planning
- Water Treatment and Water Quality Services
- Water Resources
- **Street Systems**
 - Sidewalk Installations
 - Streetscape Improvements
- **Environmental Studies**
 - Wetland Delineation and Mitigation
 - UST Removal and Remediation
 - SERP & NEPA
 - Storm Water Management
- **Surveying**
 - Property/Boundary Surveys
 - Preparation of plats for right-of-way dedication and easements
 - GPS of surface features, especially related to water and sanitary sewer system components
- **Geographical Information Systems (GIS)**
 - GIS Applications using ArcView and ARC GIS 9.2
- **General**
 - Environmental Management Systems
 - Instrumentation and SCADA systems
 - Peer Review Services and Related Engineering Services to Review Work by Others
 - Cost Estimating, Rate Analysis and Support to Financing.
 - Public Education Programs
 - Green Initiatives

APPENDIX-B

ORGANIZATIONAL CHART AND RESUMES OF KEY STAFF

APPENDIX-C
REFERENCES

Reference for:

OFFERORS shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____
2. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____
3. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____
4. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____
5. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

APPENDIX-D
CONTRACTOR QUALIFICATION STATEMENT

APPENDIX-E
ADDENDUM ACKNOWLEDGMENT

ADDENDUM ACKNOWLEDGMENT

Addendum Acknowledgment

The undersigned bidder acknowledges receipt of the following Addenda, and any required adjustments have been included in the bid sum:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

CONTRACTOR _____

FIRM NAME _____

ADDRESS _____

ADDRESS _____

APPENDIX-F

**RFP Submission Form
RFP PRE-PROPOSAL FORM**

RFP SUBMISSION FORM
Engineering and Related Services

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ E-mail _____

Organized under the laws of State of _____

Principal place of business at _____

Following are names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

The *Town of Hamilton* requests, as a matter of policy, that any consultant or company receiving a contract of award resulting from this Request for Proposal issued by the *Town of Hamilton* shall make certification as specified below. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our company, partnership, or corporation, that no employee of the *Town of Hamilton*, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Va. Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act.

The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If such a conflict exists, the offeror is prepared to sign a non-disclosure agreement.

SECTION IV – COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, company, or person submitting for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL

ADVERTISEMENT

Town of Hamilton, Virginia
REQUEST FOR PROPOSALS

Professional Services for Engineering and Related Services

The *Town of Hamilton* is requesting proposals from professional engineering companies interested in providing professional services for Engineering and Related Services for Hamilton, VA on an as-needed basis. Over the next few years the Town expects to need assistance with utility and development-related projects including those already identified in the Town's Capital Improvements Plan, a current transportation enhancement grant project, and development plan review. It is expected that the Town will require various concept, design and specification writing, environmental review and construction administration services associated with new or expanded/upgraded systems.

Download the Request For Proposal (RFP) at the website <http://www.town.hamilton.va.us> or contact Gregory K Wilmoth, Mayor, Town of Hamilton, 540-338-2811, hamilton.va@comcast.net. Proposals will be accepted until July 8, 2013 at 11:00 AM at the Town Office located at 53 E Colonial Hwy, Hamilton, Virginia 20158.

An optional pre-proposal conference will be held on June 24, 2013 at 11:00AM in the Hamilton Town Office at the above address.

APPENDIX-G
Federal Requirements

The following provisions shall be applicable to Town projects that receive Federal funding and are subject to specific federal procurement and reporting requirements. Engineering firms that are able to meet these requirements should complete the applicable paperwork, and clearly state that they can meet the requirements.

SF030AF-0702

Reissued July 9th, 2002

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

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

Females- 6.9%
Minorities - See Attachment "A"

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The

transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

1. As, used in this provision:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier,

subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area.

Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project.

The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions which the Contractor has a

collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance

of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment

of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.

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

ATTACHMENT A

Economic Area
(Percent)

Goal

Washington, DC:

020 Washington, DC.

SMSA Counties:

8840 Washington, DC - MD - VA28.0

DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William; VA Alexandria; VA Fairfax City; VA Falls Church.

SF010AF-0702

4

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

	Page
I. General	1
II. Nondiscrimination	2
III. Nonsegregated Facilities	5
IV. Payment of Predetermined Minimum Wage	6
V. Statements and Payrolls	10
VI. Record of Materials, Supplies, and Labor	11
VII. Subletting or Assigning the Contract	11
VIII. Safety: Accident Prevention	12
IX. False Statements Concerning Highway Project ...	12
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	13
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	13
XII. Certification Regarding Use of Contract Funds for lobbying	16

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in
Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not

less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants.

To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance require-

ments for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on

the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391.

If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210.

The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will

notify the contracting officer within the 30-day period that additional time is necessary

e The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program

4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid

not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio

permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program doesn't mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, which is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an

authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by

the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b) (2) (B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors

employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) That such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into

pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project: **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project

approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction.

If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public

transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this

proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**CIVIL RIGHTS DIVISION REQUIREMENTS FOR
LOCALLY ADMINISTERED PROJECTS
(FEDERALLY FUNDED)**

The BIDDER, its agents, employees, assigns or successors, and any person, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act, Sections 2.2-4200 through 2.2-4201 of the Code of Virginia, as amended. During the performance of this Agreement, the BIDDER agrees as follows:

- a. The BIDDER will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the BIDDER. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the BIDDER has agreements of over ten thousand dollars.
- b. The BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the BIDDER, state that the BIDDER is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The BIDDER will include the provisions of the foregoing paragraphs "a" and "b" in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this section shall be deemed to empower any agency to require any BIDDER to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such BIDDER in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the Commonwealth.

NON-DISCRIMINATION PROVISION: The BIDDER agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, sex or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Sections 49 CFR 21 and 26 CFR 710.405(b) are incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The BIDDER shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia, as amended, the terms of which

are incorporated herein by reference.

In the event of the BIDDER'S noncompliance with the nondiscrimination provisions of this Agreement, the VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) shall impose such contract sanctions as it or the Federal Highway Administration (FHWA) may determine to be appropriate, including but not limited to:

- a. **withholding of payments to the BIDDER under this Contract until the BIDDER complies; and/or**
- b. cancellation, termination or suspension of this Contract, in whole or in part.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this Contract, the BIDDER, for itself, its assignees and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** The BIDDER will comply with the Regulations of the United States Department of Transportation relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- b. **Nondiscrimination:** The BIDDER with regard to the services provided by it after award and prior to completion of this Agreement will not discriminate on the grounds of race, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The BIDDER will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the services covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontractors:** In all solicitations, either by competitive bidding or negotiation made by the BIDDER for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the BIDDER of the BIDDER'S obligations under this Agreement.
- d. **Information and Reports:** The BIDDER will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LOCALITY, the VDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the BIDDER is in the exclusive possession of another who fails or refuses to furnish this information, the BIDDER shall so certify to the LOCALITY, the VDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Incorporation of Provisions:** The BIDDER will include the provisions of paragraphs "a" through "e" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The BIDDER will take such action with respect to any subcontractor or procurement as the LOCALITY, the VDOT or the FHWA may direct as a

means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the BIDDER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the BIDDER may request the LOCALITY or the VDOT to enter into such litigation to protect the interests of the VDOT and, in addition, the BIDDER may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION REGARDING NON-SEGREGATED FACILITIES: By the execution of this Contract, the BIDDER certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The BIDDER further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding ten thousand dollars, and that it will retain such certifications in its files.

TDD/TTY EQUIPMENT FOR THE DEAF: When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the BIDDER agrees to ensure that all citizens have equally effective communication.

The BIDDER agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The BIDDER will provide notice of a TDD/TTY number whenever a standard telephone number is provided.

DISADVANTAGED BUSINESS ENTERPRISES: The BIDDER, its agents, employee, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR, Part 26, as amended, which is hereby made part of this Agreement by reference. The BIDDER shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, as amended, to ensure that DBE's have equal opportunity to compete for and perform on contracts and subcontracts under this Contract.

A Disadvantaged Business Enterprise ("DBE") is a business certified in accordance with the guidelines of 49 CFR, Part 26, as amended, by the

United States Department of Transportation designated and approved agency. A listing of certified firms can be located at www.dmb.state.va.us or by contacting the Department of Minority Business Enterprises, 200-202 9th Street, 11th floor, Richmond, VA 232219 or by calling (804) 786-6585.

RECORD KEEPING

The BIDDER shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the LOCALITY, the VDOT or the FHWA to be pertinent to ascertain compliance with such regulations, orders and requirements.

The VDOT'S Civil Rights Division or Office of Inspector General Auditing Division and FHWA will perform audits as needed to ensure compliance with all Guidelines.

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified a DBE firm is maintained on their web site (<http://www.dmb.e.state.va.us/>) under the **VDOT DBE Directory** link. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBEs as potential subcontractors. The consultant is encouraged to contact DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited.

The DBE contract goal for this procurement is 0 %; however, the Department feels that these services support 10% DBE participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts.

If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprise prior to the consultant's response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by themselves and their subcontractors only if the subcontractors are DBEs. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE certification entitles consultants to participate in VDOT's DBE program. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

FIRM DATA SHEET

Funding: ____ (S=State F=Federal)

Project No.: _____

Division: _____

EOI Due Date: _____

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

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

* YD = DBE Firm Certified by DMBE

N = DBE/SWAM Firm Not Certified by DMBE

YS = SWAM Firm Certified by DMBE.

NA = Firm Not Claiming DBE/SWAM Status

Indicate whether small, woman-owned, or small business.

DMBE is the Virginia Department of Minority Business Enterprise