

REQUEST FOR PROPOSAL (RFP)

Issue Date: December 12, 2012

RFP# 155-11-CS

Title: Intelligent Transportation Systems On Call Services

Commodity Code: 91899

Issuing Agency:

Commonwealth of Virginia
Virginia Department of Transportation
Administrative Services Division
1401 East Broad Street
Richmond, VA 23219

Using Agency And/Or Location

Operation and Security Division

Where Work Will Be Performed:

Statewide

Initial Period Of Contract: Shall be for a period of three (3) years with the effective date to be determined at the time of award.

PRE-PROPOSAL CONFERENCE: A Mandatory Pre-Proposal conference will be held at 10:00 AM January 11, 2010 at the Monroe Building Conference Room B 101 N. 14th St. Richmond, VA 23219. See the RFP for more information concerning this Pre-Proposal conference.

Sealed Proposals will be RECEIVED until January 26, 2012 2:00 PM for Furnishing the Services Described Herein.

Sealed Proposals will be OPENED in Public on January 27, 2012 2:00 PM at VDOT, 1201 E. Broad St., 1st Floor, Richmond, VA 23219

All Inquiries For Information **SHOULD** Be Directed in writing, to: Cary B. Stickel, Contract Officer, via e-mail: Cary.Stickel@vdot.virginia.gov. No questions will be answered by phone or verbally.

If proposals are Mailed, Send Directly to Issuing Agency at the Address Shown Above.

If proposals are Hand Delivered, or sent by FedEx, UPS, Courier, etc, Deliver to: Same Address as Shown Above and Adding "Loading Dock Entry" Under the Street Address.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Date: _____

By: _____
(signature in ink)

Name: _____
(type or print)

eVA ID NO. _____

Title _____

Phone: () _____

Fax: () _____

DUNS NO. _____

E-Mail _____

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

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish multiple contracts through competitive negotiation to provide on-call technical expertise in transportation systems operations, Intelligent Transportation Systems (ITS), transportation operational services, traffic analysis & safety and to provide related program support services to Virginia Department of Transportation (VDOT).

II. GENERAL:

For the purpose of clarification, each firm receiving this Request for Proposal is referred to as an “Offeror” and the Offeror awarded the contract to supply the services is referred to as a “Contractor”. Virginia Department of Transportation is referred to as “Department” or as “VDOT”, and “Representative” refers to the VDOT Contract Administrator who will be administering the contract. This Request for Proposal states the instructions for submitting bids, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between VDOT and the Contractor.

III. BACKGROUND

The use of advanced transportation technologies and operations strategies plays an increasingly important role in the Department’s ability to increase system efficiency and highway safety and to deliver improved customer service. VDOT’s Intelligent Transportation System program is a statewide program. There is a need for immediate and reliable technical consultant support services.

IV. STATEMENT OF NEEDS

A. VDOT requires an entity or combination of entities with demonstrated experience in providing high-level business and management services to public agencies in transportation system operations, ITS, traffic safety, and related consulting support staff.

Services shall include expert business and management advice for the development of reports, analyses of risk, preparing benefit analysis and implementation schedules. Additional services include:

- 1) drafting documents and assisting with the negotiations and execution of agreements,
- 2) program and project management, including systems engineer validation to support Federal Highways Administration (FHWA) Rule 940 requirements, http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm
- 3) Administrative support for defined projects.

The Contractor(s) shall provide these services to support VDOT in solicitations and administering contracts in compliance with the *Virginia Public Procurement Act (VPPA)*. The Contractor(s) shall report to the OSD Contract Manager. All VDOT Project Managers will report to the OSD Contract Manager in execution and management of projects under any and each of the multiple awards granted.

1. Offeror(s) shall be required to identify a Consultant Contract Manager (CCM) and one Task Lead. The CCM shall be available throughout the duration of the contract and over see all management functions of the contracts as well as the oversight of all Task Orders. The Task lead is subject to VDOT Project Manager approvals and shall oversee the general management of each Task Order. In addition, a Consultant Contract Manager (CCM) shall be overseeing the management of multiple Task Orders. The Task Lead and the CCM shall be considered the key staff and must be made available under this contract and for the duration of the open task orders. Replacement of the contract-identified key staff (CCM and Task Leads) is subject to approval by the VDOT Contract Administrator. Additional staff and/or team members may be added over the life of the contract depending on the needs of the Department. The CCM shall be responsible for all aspects of the contract, including:

- a) Overall contract management
- b) Subcontractor management
- c) Detail Progress Reports
- d) Management of Consultant Task Leads
- e) Technical project work as appropriate

Offerors shall identify members of the Offeror's firm and subcontractor that are or have previously been employed by the Department, position held, description of responsibilities, dates of employment with the Department and dates of employment with Offeror or subcontractor. Former Department employees must meet the requirements established in Article 6, Section 2.2-4370 of the Virginia Public Procurement Act.

2. VDOT seeks a qualified team of consultants to perform work on an on-call basis. All work shall be assigned by task order. Work assignments will consist of a range of services, and may be numerous and concurrent with comprehensive knowledge of system operation, ITS, traffic analysis and transportation technology related disciplines within the industry. Work assigned may be short term assignments or may be part of a much larger development. Preferred services and capabilities to provide by On-Call Consultants will include but not be limited to:

- a) Traffic impacts and mitigations, operations, and engineering analyses (quantitative and qualitative)
- b) Site reconnaissance/plan analysis
- c) Preparation of Intelligent Transportation Systems project scope including: project understanding, schedule, and cost
- d) Travel forecasting
- e) Safety and operation recommendations

The Operations and Security Division (OSD) will assign on-call firms to specific assignments at their discretion after award of the contract(s). OSD may base an assignment on other considerations, including but not limited to the availability of personnel and the Consultant's relevant experience, the scope of work, completion schedule, and duration.

3. The technical staff and functional services and capabilities include:

- a) General Support
 - 1) General system operations, ITS and traffic analysis support services to VDOT OSD
 - 2) Assist VDOT in developing request for Proposals, Request for Information and Statements of Work, Request for Qualifications and Approach
 - 3) Intelligent Transportation Systems program and project evaluations
 - 4) Public-private partnerships review

- b) Traveler Information
 - 1) Provide/Manage data and video sharing program development
 - 2) Travel time program development
 - 3) Traveler Information business planning

- c) Statewide/Regional ITS-Operations Strategic Planning
 - 1) Development and maintenance of statewide and regional concepts of operation/architectures in compliance with the USDOT National Architecture and FHWA Rule 940
http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm
 - 2) Creation of statewide and regional user-guides for developing ITS projects using System Engineering and ITS Architecture approaches
 - 3) Production and maintenance of statewide and regional ITS architecture tools (e.g. websites, CDs, training) for project managers for use in ITS projects
 - 4) Development of Statewide and regional ITS strategic and implementation plans

- d) Intelligent Transportation Systems Standards
 - 1) Provide National telecommunications for ITS Protocol (NTCIP)-compliance testing
 - 2) Assistance with validating and implementing Transportation Management Data Dictionary (TMDD)-compliant message sets for VDOT traffic management software interactions
 - 3) Review and evaluation of proposed ITS standards
 - 4) Conduct Standards training
 - 5) Update ITS cost estimating system

- e) Software & Systems Analysis
 - 1) Evaluation of ITS hardware/software alternatives
 - 2) Develop functional requirements
 - 3) Review and critique contract deliverables
 - 4) Develop and evaluate acceptance test
 - 5) Provide Independent Verification and Validation support
 - 6) Provide optimization of ITS hardware and software
 - 7) Provide technical support on the integration of transportation and public safety systems
 - 8) Provide support for regional integration and systems interoperability
 - 9) Conduct evaluation of physical system and information security requirements

- f) Telecommunications
 - 1) Evaluate and configure communications systems
 - 2) Conduct evaluation of wireless technology

- 3) Support telecommunications resource sharing
 - 4) Provide telecommunications coordination, technology reviews, migration coordination, and system troubleshooting and testing
 - 5) Provide telecommunications asset inventory management
- g) Connected Vehicle Initiatives
- 1) Provide policy and planning
 - 2) Support Dynamic Short Range Communications applications
 - 3) Support vehicle infrastructure integration efforts
- h) Data Management
- 1) Conduct traffic data analysis
 - 2) Support Data Collection efforts
- i) Incident Management (IM)
- 1) Support development of Quick Clearance programs
 - 2) Develop and Provide Incident Management Training and Best Practice Procedures
 - 3) Develop and Maintain Incident Management Policies and
 - 4) Provide support to Regional Incident Management teams
 - 5) Develop IM plans, training manuals, and implementation strategies
 - 6) Develop and Maintain Incident Management Asset
- j) Emergency Transportation Management
- 1) Develop emergency evacuation transportation plans
 - 2) Identify field deployment, software needs, and operation procedural changes to facilitate the implementation of emergency evacuation plans
- k) Performance Management
- 1) Review and evaluation of proposed performance measures
 - 2) Develop functional requirements for new performance measures
 - 3) Develop statewide and regional performance measure baselines and target goals.
- l) Congestion Management
- 1) Evaluate Congestion Management Alternatives
 - 2) Conduct analysis/data of HOV and shoulder lane usage
 - 3) Provide Institutional and Legislative Issues reviews
 - 4) Develop Best Practices in Analysis and implementation
 - 5) Develop congestion mitigation strategies
 - 6) Develop education/outreach materials
- m) Emerging Technology Initiatives
- 1) Analysis and application of Integrated Corridor Management (ICM), Active Traffic Management (ATM), and Connected Vehicle concepts to improve safety and mobility
 - 2) Develop Proofs of Concept, and deployment-ready processes to meet agency needs and initiatives.

n) Operational Support Services

- 1) Provision of turnkey goods and services to support operational needs on an as-needed basis, including emergency maintenance and support services for key ITS infrastructure (as an example, the contractor may be directed to deploy and use vehicles, portable ITS devices, communications equipment and hand tools to provide these services).
- 2) Some assignments may include the development of (RFP) requests for proposals for the Department as a project deliverable. The Department will consider these constraints in scoping assignments, and the use of non-disclosure agreements, to minimize such limitations. The Department's interest and the objectives of this project shall take precedence, however, over the Consultant's interest. The duration of assignments may range from a few days to several months, and it is likely that multiple task order assignments may be concurrent.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. General Requirements

1. RFP Response

In order to be considered for selection, offerors must submit a complete response to this RFP to include: One (1) original, one (1) redacted, six (6) full paper copies, and one (1) full electronic copy on CD in Adobe .pdf format of the entire proposal. The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: “Redacted”. The redacted version of the proposal must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. VDOT will not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the Offeror. No other distribution of the proposal shall be made by the offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. The entire proposal shall be limited to 30 typed pages front and back (excluding resumes limited to one page,

commitment letters, Small Business Subcontracting Plan, pricing schedule, signed RFP and any addenda).

- 1) 8 ½ x 11 inch page size (larger pages are allowed for figures or tables, but they must be folded into the overall proposal and used sparingly)
 - 2) No font smaller than 12 point (prefer Times New Roman)
 - 3) Provide an organization chart depicting the relationships between the team members.
 - 4) Provide a project flow chart depicting key task activities and sequences for a typical project development process for a VDOT project.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*.
- g. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, using Attachment E either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentations and Product Demonstrations

Offerors who submit proposals in response to this RFP may be required to give an oral presentation of their proposal to the Proposal Evaluation Team. An oral presentation may provide an opportunity for the Offeror to clarify or elaborate on the proposal. If held, VDOT will schedule the time and location of these presentations. Oral presentations are an option of the Proposal Evaluation Team and may, or may not, be conducted.

4. Cost of Proposals

The Offeror is responsible for all costs of proposal preparation. VDOT and/or the Commonwealth of Virginia are not liable for any costs incurred in response to the RFP.

B. Specific Proposal Requirements

Proposals should be as thorough and detailed as possible so that the Virginia Department of Transportation may properly evaluate your capabilities to provide the required goods/services. The following topics will be considered minimum contents of the proposal and shall be arranged in the same order and identified with section titles as presented herein.

1. Signed RFP and Addenda

Offerors shall include a signed copy of the RFP cover sheet and any addenda.

2. Commitment Letters

This section shall include letters from the prime Offeror and all team members, if any, committing themselves to the project and identifying their relationships/arrangements.

3. Narrative

Provide a written narrative to include the following topics (at a minimum). The Statement of Needs, described in Section IV should be addressed within these topics as deemed appropriate. Proposals which do not fulfill all program requirements or omit any of the following topics may be rejected.

4. Demonstrated Experience

The proposals should address the experience of the consultant team participants in the areas of potential work assignments listed in Section III.

5. Team Management Plan

Proposals should discuss the Offerors proposed approach for managing team members, work assignments, quality control, invoicing, and client satisfaction. Please demonstrate the experience of the management team in managing complex, multi-year contracts

6. Team Structure and Experience

Proposals should be explicit about the legal and corporate arrangements which are proposed or which may be necessary. For those Offerors with multi-firm teams, the form of corporate team organization and the various members' responsibilities and general experience should be clear and unambiguous.

7. Proposed Staff and Qualifications

Proposals should explicitly identify each proposed individual, their relevant expertise, and their role under this contract. The contract management team, including the Consultant Contract.

8. Cost

Offerors should provide a schedule of costs and fees schedules, personnel wage rate sheets and other costs. The firm shall provide specific fixed billable hourly rates for each class of employee, specialist, and/or sub-consultant. Such specific rates of compensation are to include an hourly breakdown, direct salary cost, salary additives, fixed-fee or profit, (lump sum services may be requested at VDOT OSD discretion) other direct cost should be set forth as independent cost items. Please note specific project assignments may establish fixed unit pricing and the not-to-exceed amount for each project assignment. Reimbursements for actual travel costs incurred may be paid, subject to VDOT OSD Task Manager and Contract Manager Approval at the current allowable Virginia Department of Accounts current travel rate. See Attachment G for current allowable travel costs as guidance.

The fixed billable hourly rates may be adjusted annually from the date of the contract execution or upon the date of the contract based on the CPI-W "Other Services" Category for the most recent 12-month period will remain fixed for the first year of the contract. Transportation costs travel and per diem rates should not be included in determining the fixed billable hourly rates.

Equipment and Materials which are considered to be outside of the fixed billable hourly rate cost structure may be billed using a list price or better cost structure.

Other ITS services (considered to be outside of the fixed billable hourly rate cost structure may be billed using a list price or better cost structure.

9. Reference

Offeror Data Sheet, included as Attachment B to the RFP, and other specific items or data requested in the RFP. Offerors should provide three (3) references including current position, address, and phone number. At least one (1) of the references must be for a project conducted by the proposed primary consultant. Please use non-VDOT references. In addition, please include a resumé for each Consultant Contract Manager and Consultant Task Leads to work under this contract in an appendix to your proposal.

Proposers should provide for a diversity of team members and hourly rates, given the varied nature of the potential work assignments under this contract.

11. Utilization and Planned Involvement of Small Business

Offeror shall submit Attachment C, Small Business Subcontracting Plan and indicate its planned utilization of Department of Minority Business Enterprise (DMBE) certified small businesses under the resulting contract and Offeror's status as a DMBE certified small business in accordance with instructions of Attachment C

12. Attachment E Proprietary/Confidential Information Summary Form.

13. Attachment F State Corporation Commission form

VI. EVALUATION AND AWARD CRITERIA

A. Proposals shall be evaluated by the Virginia Department of Transportation using the following criteria. Weights for these criteria will be posted on eVA website www.eva.virginia.gov not later than 24 hours prior to the date/time set for receipt of proposals.

EVALUATION CRITERIA	POINTS
1. Demonstrated Corporate Experience for similar Services	
2. Demonstrated Years of Experience of Management Team and Staff	
3. Management Approach	
4. Small Business Subcontracting Plan	20%
5. Costs	
TOTAL	100%

B. AWARD TO MULTIPLE OFFERORS AND AWARD TO OTHER THAN HIGHEST RANKING OFFEROR (S):

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror, however, the contract may be awarded to a reasonably ranked DMBE-certified small business offeror(s), that is other than the highest ranking offeror(s). The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

At the discretion of the Department, any Contractor awarded a contract resulting from this solicitation, may be selected to propose an ITS On-Call solution for a task order. VDOT shall not be required to furnish a statement of the reasons why a particular Contractor is not contacted regarding a project or awarded a project task.

VII. REPORTING AND DELIVERY REQUIREMENTS

The contractor shall provide to VDOT task-specified hard copies of all document deliverables. The contractor shall also submit all document deliverables in electronic format using the latest version of Microsoft Office (Word, Excel, and PowerPoint). Final document deliverables shall be delivered via email or on CD-ROM, as directed by the VDOT Contract Manager.

All documents developed under this project shall first be submitted in draft form. The Department shall have the opportunity to review and comment on these documents. The Contractor shall incorporate VDOT comments and reissue the document in final form. The VDOT Contract Manager and VDOT Task Manager will review final version of task order deliverables and advise the Contractor when the document is approved.

A. Task Orders

All work associated with this project shall be conducted within an approved task order, signed/authorized by the VDOT Contract Manager and supported by an approved purchase order. Individual task order assignments will be developed and administered under the contract awarded by VDOT OSD entity. Task orders will not be issued unless available funding has been identified and authorized to pay for the work of the task order.

Each task order will have a written scope, budget, schedule, deliverables and written authorization agreed to by the Contractor and the VDOT Project Manager. The payment method will be agreed to and documented within the task order scope of work. Payment shall be directly related to the progress achieved by the Contractor; that is, if 10% progress is achieved within an invoicing period, then the Contractor is entitled to invoice up to 10% of the fixed-priced task order. Other task orders shall be invoiced based on actual expenses incurred within the pre-approved task scope. The Contractor is fully expected to complete the scope of work within the agreed upon budget and schedule. The Contractor will not be compensated for work performed outside the approved project/task schedule. The Contractor shall not commence work until authorization is received via a Notice to Proceed by the VDOT Contract Administrator.

The Contractor may be required to design and specify a system but will need to demonstrate to VDOT that it has evaluated several vendors to obtain the best price for equipment that meets that agreed upon requirements prior to initiating any equipment purchase. Unless otherwise specified, equipment that is purchased and billed to this contract shall be the property of VDOT, and this property shall be turned over to VDOT at the conclusion of the task for which the equipment was purchased.

If travel is necessary to perform task deliverables within authorized task orders, all travel expenses will be approved by the VDOT Project Manager before travel is conducted by the team working on the task order project.

B. Task Order Schedule

Where applicable, the Contractor shall develop a detailed task order schedule utilizing MS Project. Once task activities have been defined, their relationships shall be identified, start and end dates set, and budget controls established. Certain tasks may be ongoing for the life of the project, but milestones may be agreed upon at task initiation. Other tasks will have specific completion dates and deliverables. Each task identified in the MS Project Schedule will be identified as part of the task order. The schedule shall include delivery dates for all products as well as scheduled meetings and reviews. The schedule shall include anticipated involvement of agency personnel or representatives where agency input impacts the schedule (e.g. agency document approval).

C. Progress Reports

Where applicable, the Contractor shall prepare and submit to VDOT on a monthly basis a Progress Report in MS Word format, as approved by VDOT. The progress reports and invoices shall be submitted electronically in advance and shall include total authorized funds and expended funds to date. The progress report shall summarize all work efforts in the reporting period including personnel and hourly utilization shall be identified with each task. Where applicable, the progress report shall also discuss any anticipated difficulties and proposed resolutions.

D. Invoices

The Contractor shall submit monthly electronic invoices based on a monthly period of performance (i.e. the calendar month) unless otherwise directed by the VDOT Contract Manager. Invoices shall include all supporting material. Invoices will be reviewed by the VDOT Contract Manager, Financial Manager and the VDOT Project Manager. Error or invalid charges may be deducted from the invoice and a corrected invoice may be requested at the VDOT Contract Manager's discretion. Once review and approvals are completed, the Contractor's monthly invoices will be transmitted to the appropriate Central Office staff for processing and payment unless otherwise directed by the VDOT Contract Manager.

E. Meetings and Reviews

To keep VDOT informed of the project status and to gain their input on the project, a review meeting may be coordinated between the Contractor and VDOT Contract Manager to discuss progress on each task in terms of schedule and budget, any technical or project management issues and comments/review on deliverables on a monthly/quarterly or as needed.

F. Project Records and Files

The Contractor shall maintain the project records and files for the specific project/task. Project records shall include progress reports, meeting addenda and minutes, management plan and schedule updates, project correspondence, and other deliverables. All project records are to be considered the property of VDOT and shall be made available to VDOT staff, on or off premises, for review and audit. Upon completion of the contract, all project records and files shall be delivered to VDOT Contract Manager.

G. Contractor Representative

The Contractor shall provide the VDOT Contract Manager with the name, email address, phone numbers (office and mobile) of necessary key personnel on this project(s). When contacted by the Department, the Contractor and employees of the Contractor shall respond to the VDOT Contract Manager or designee within a reasonable agreeable time frame.

H. Periodic Progress Report

The Contractor shall prepare and submit to VDOT on a monthly basis a Contract Accounting Progress Report, acceptable to VDOT and the SWAM-DBE Report (Attachment C). The progress reports shall be submitted to VDOT Contract Manager. The progress reports shall include total authorized funds and expended funds to date. The reports shall summarize all work efforts in the reporting period including personnel and hourly utilization. The reports shall also discuss any anticipated difficulties and proposed resolution(s). The Contractor shall prepare after June 30th of each calendar year and prior to July 16th an Annual Report that summarized their services provided for the calendar year. The report shall be prepared in a format suitable to the Department that contains, at a minimum, the following data fields:

- VDOT Project Number
- VDOT Project Manager
- Project Description
- Contractor Tracking Number or Code
- Start Date
- End Date (provide final product if complete)
- Number of Change Orders with justification
- Budget Information by task order
 - Amount Authorized
 - Amount Invoiced
 - Percentage Completed
 - Percentage remaining
- SWAM participation

Failure to provide all or a part of this information may result in payment delays or denials.

VIII. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at 10:00 AM January 11, 2010 at the Monroe Building Conference Room B 101 N. 14th St. Richmond, VA 23219. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:05AM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IX. METHOD OF PAYMENT

Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory completion of work. Invoices and all corresponding documents shall be forwarded to the appropriate official as documented in the task order within 30 days of completed task.

X. PRICING SCHEDULE

Offerors shall complete and include the proposals Pricing Schedule Attachment A. The pricing schedule shall include fully-loaded fixed hourly rates, for each indicated position contained in this RFP and subsequent addendums to work under this contract. Fully loaded fixed billable hourly rates shall include all payroll costs, overhead and any fees. Transportation costs, travel and per diem rates should not be included in determining the fixed billable hourly rates. Proposals should provide for a diversity of team members and hourly rates, given the varied nature of the potential work assignments under this contract.

Changes to the fully-loaded hourly rates may only occur annually from the date of contract award upon renewal of the contract. VDOT requires that increases be in accordance with CPI-W "Services" category for the most recent 12-month period. The actual rate of increase or decrease may be subject to negotiation.

The estimated level of effort for each task order will be determined as the Contractor develops a detailed task order plan. The detailed task order plan must be accepted by the VDOT Project Manager before performing any work on a given task order. The Contractor shall strictly adhere to mutually agreed upon levels of effort and costs. The Contractor and the VDOT Project Manager are expected to negotiate the scope, the schedule and deliverables for each task and the manner in which payments will be made.

XI. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the “Vendor” tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

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

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

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

- F. **DEBARMENT STATUS:** By submitting their proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal, however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

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

- J. **PAYMENT:**
 - 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state

contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of

its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor

performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of

delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution either through the eVA Basic Vendor Registration Service or

eVA Premium Vendor Registration Service. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

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

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Y. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.
- Z. **PROPOSAL PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

XII. SPECIAL TERMS AND CONDITIONS

1. RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:

Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Inspector General of the Virginia Department of Transportation for the purpose of an audit, special investigation, or any study requested by the Inspector General's Office in accordance with law may, subject to a determination by the Inspector General as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Inspector General to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Inspector General, make a written request to the Inspector General of the Virginia Department of Transportation, invoking such exclusion upon submission of the data or other materials for which protection is sought, identifying with specificity the data or other materials for which protection is sought, and stating the reasons why protection is necessary.

The Inspector General of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Virginia Department of Transportation shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or VDOT associated with such litigation. In no event shall the Virginia Department of Transportation or its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the Department, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Inspector General's Office, whether or not the Inspector General has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to VDOT will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses any of its products or services, and the contractor shall not include VDOT in any client list in advertising and promotional materials.
3. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor's office and made available to the Department at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.
4. **CANCELLATION OF CONTRACT:** VDOT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
5. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized.
6. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
 - A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly, basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly, basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information, name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

7. **ADDITIONAL INFORMATION:** VDOT reserves the right to ask any Offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which VDOT deems desirable, and does not affect quality, quantity, price or delivery.
8. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for one hundred twenty (120) days. At the end of the one hundred twenty (120) days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
9. **CLAIMS:** The contractor shall be responsible for the resolution of any and all damage claims resulting from operations provided herein. Claims presented to VDOT as a result of operation. Within 30 days of VDOT's notification to the Contractor of a claim, Contractor shall respond in writing to the claimant and copy VDOT. Failure to properly respond to and resolve claims in a timely manner constitutes unsatisfactory performance and may result in cancellation of the contract and/or removal from the offeror list.
10. **CONTRACTOR IDENTIFICATION CARDS:** The Contractor, the Contractor's perversors and employees shall carry a valid government issued picture identification card on them at all times when working on VDOT right of way or VDOT facilities and/or grounds.
11. **CONTRACTUAL DISPUTES:** Contractual claims arising after final payment shall be governed by Section 2.2-4363A of the *Code of Virginia*. This claim shall be submitted to the Commissioner of VDOT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the Administrative Services Administrator who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

- 12. DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, VDOT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
- 13. ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. Factors that may contribute to the actual quantities, frequencies of service and/or level of include, but are not limited to, Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimates only and VDOT does not guarantee that the contractor will perform the estimated quantities. At VDOT's sole discretion, any or all of the quantities may be eliminated and by signing this proposal/offer, the offeror agrees that no claims for contractor costs or damages will be allowed for a decrease or elimination of the estimated quantities.
- 14. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND DERS:** The solicitation/contract will result in multiple purchase order(s) per year with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
 - c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
 - d. For orders issued July 1, 2012, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your proposal/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- 15. IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror

Due Date

Time

Box Number

RFP No.

Zip Code

RFP Title

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

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

- 16. INTELLECTUAL PROPERTY RIGHTS:** The Virginia Department of Transportation shall have exclusive rights to all data and intellectual property generated in the course of the project. Furthermore, VDOT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contact. Proposals should recognize the requirement of public sector agencies and of public policy generally, including the Freedom of Information Act, State statues and agency rules on release of public records, and data confidentiality.

“Intellectual property”, includes all inventions subject to the U. S. Patent System. This shall be inclusive but not limited to, new processes, materials, and all creations subject to the U. S. Copyright Act of 1976, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to VDOT. Neither VDOT nor the Contractor intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a “joint work” under the copyright laws. In the case that either in whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then the Contractor agrees to assign and does hereby irrevocably assign its copyright interest therein to VDOT. VDOT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

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

VDOT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Contractor shall not patent any invention conceived in the course of performing this contract.

The Contractor hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by VDOT, the remedies of the Contractor shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by VDOT shall have the effect of rescinding the provisions of this section.

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

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

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

The Contractor shall grant the Department license to use all software developed by the Contractor under this contract in other applications within Virginia as the Department sees fit. Should the Contractor desire to re-use software developed under this contract for other projects (both VDOT contracts and others), the Department must be notified in writing 60 days prior to such use. Furthermore, the Department shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon

prior to the Department release software rights. Typically, the Department prefers increase software capabilities and/or functionality instead of monetary compensation.

17. **MINORS ON WORK SITE :** No minors, under the age of eighteen, will be allowed on the VDOT work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.
18. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
19. **PROSECUTION OF WORK:** During the prosecution of work, the VDOT Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.
20. **TERM OF CONTRACT:** The initial term or period of the contract shall be for a three (3) year period with the effective date to be determined at time of award. With two (2) optional successive one-year renewal periods.
21. **RENEWAL OF CONTRACT:** This contract may be renewed after the initial three (3) years by VDOT upon mutual consent for two (2) successive one-year optional periods under the same terms and conditions of the original contract except as stated in (1) and (2) below. The contractor shall convey in writing its offer to renew the contract and any previously negotiated change in rates or prices to VDOT prior to the contract annual anniversary date and / or renewal date.
 - (1) If VDOT elects to exercise the option to renew the contract or an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract prices(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the services category table 4 of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available.
 - (2) If during the first one-year renewal VDOT elects to exercise the option to renew the contract the second additional one-year period, the contract price(s) for the second additional one-year shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by not more than the percentage increase/decreased of the services category table 4 of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available. All subsequent one-year extension options shall follow the same formula.

- 22. SAFETY AND HEALTH STANDARDS:** It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the *Contract Work Hours and Safety Standards Act*. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the *Code of Virginia* and the duties imposed under Section 40.1-51.1 of the *Code*. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Safety vests shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current *Virginia Work Area Protection Manual* shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code (NEC)* and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.
- 23. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDOT. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 24. TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or proposal provisions, solely as determined by VDOT and, upon receipt of notice from VDOT does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by VDOT), VDOT reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination VDOT may procure the services from another contractor in accordance with the Default term within the General Terms and Conditions.

25. VEHICLE REQUIREMENTS: All contractor vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company will be displayed on both sides of all work vehicles while on State right of way. The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.

26. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the VDOT's satisfaction at the contractor's expense.

27. CONTINUITY OF SERVICES:

a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

(i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

(ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor, and

(iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase- in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

28. SECURITY REQUIREMENTS :

1. The Contractor shall be required to comply with VDOT's *CII/SSI Guide for Vendors and Contractors*. The guide can be located at; <http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp>

2. A Criminal History Record Check (CHRC), through the Virginia Capitol Police, shall be required of all employees of the Contractor and all subcontractors of the contractor for work conducted at, or in support of the VDOT Central Office.

3. A Criminal History Record Check (CHRC), through VDOT Personnel Security Section (PSS), shall be required of all employees of the Contractor and all subcontractors of the contractor for work conducted at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).
4. All costs for the CHRC will be the responsibility of the Contractor.
5. All individuals undergoing the CHRC shall be required to complete and sign any VDOT required forms necessary to release personal information or to agree to non-disclosure of VDOT critical, sensitive or personal information.
6. CHRC records search timelines vary depending on records found on file (if any). In the event non-favorable records exist, VDOT reserves the right to approve and deny issuance of any Security Clearance. Upon denial, there are no available appeals.
7. Upon CHRC clearance and approval, Contractor and subcontractor (if any) personnel shall be required to obtain a VDOT issued access identification badge prior to working on VDOT's premises.
8. Contractor and sub contractor personnel shall wear VDOT-issued access identification badge at or above waist level on the outermost garment at all times while on VDOT's premises.
9. For safety concerns regarding the badge display requirement, the VDOT Personnel Security Manager shall be contacted by the Contractor Administrator to request a waiver for resolution. If granted, the Contractor's employees shall possess the VDOT access identification badge at all times to be available for display.
10. The Contractor shall return all VDOT access identification badges on the day any employee is no longer assigned to VDOT's premises and upon contract expiration. The Contractor shall notify Contract Administrator within eight business hours upon discovery of any lost, stolen or damaged access identification badge. Failure to return access identification badges or notify the Contract Administrator that access identification badge has been lost, stolen or damaged may be cause for debarment. See: Commonwealth of Virginia, Vendor's Manual Section 7.20.
11. The Contractor shall be responsible for notifying the PSS whenever an employee or subcontractor employee is charged with any criminal violation. Notification shall be made no later than the next regular business day of finding.

XIII. ATTACHMENTS

Attachment A

System Operations ITS/On Call Services Pricing Schedule

Contract Subject Area – Central Office Contract	Hourly Rate
General Support	
Consultant Contract Manager (CCM)	
ITS/Operations Program Manager	
ITS/Operations Project Manager	
ITS/Operations Analyst	
** Senior Transportation Engineer	
** Transportation Engineer	
** Senior Systems Engineer	
** Systems Engineer	
** Engineering Intern	
Systems Administration Specialist	
GIS Project Manager	
GIS Analyst	
Research Scientist	
Research Analyst	
Senior Administrative Assistant	
Administrative Assistant	
Financial Assistant	
**Engineering Services listed above on the Pricing Schedule are intended for non professional services only.	
Travel Information	
Travel Information Program Manager	
Travel Information Project Manager	
Travel Information Analyst	
Statewide Regional Operations/ITS Planning	
ITS Architecture Program Manager	
ITS Architecture Project Manager	
ITS Architecture Analyst	
ITS Standards	
ITS Standards Program Manager	
ITS Standards Project Manager	
ITS Standards Analyst	
Software and Systems Integration	

Contract Subject Area – Central Office Contract	Hourly Rate
Systems Integration Program Manager	
Systems Integration Project Manager	
Systems Integration Analyst	
Electronic Toll Collection (ETC)	
ETC Program Manager	
ETC Project Manager	
ETC Analyst	
Telecommunications	
Telecommunications Program Manager	
Telecommunications Project Manager	
Telecommunications Analyst	
Signal System Support	
Signal Systems Program Manager	
Signal Systems Project Manager	
Signal Systems Analyst	
Intelligent Vehicle Initiatives (IVI)	
IVI Program Manager	
IVI Project Manager	
IVI Analyst	
Data Analysis / Programming Support	
Data Analysis Program Manager	
Data Analysis Project Manager	
Data Analyst	
Incident Management	
Incident Management Program Manager	
Incident Management Project Manager	
Incident Management Analyst	
Emergency Transportation Management (ETM)	
ETM Program Manager	
ETM Project Manager	
ETM Analyst	
Performance Management	
Performance Management Program Manager	
Performance Management Project Manager	

Contract Subject Area – Central Office Contract	Hourly Rate
Performance Management Analyst	
Congestion Management	
Congestion Management Program Manager	
Congestion Management Project Manager	
Congestion Management Analyst	
Outreach and Committee Support	
Highway Safety Program Manager	
Highway Safety Project Manager	
Highway Safety Analyst	
Traffic Analysis and Simulation	
Program Manager	
Project Manager	
Analyst	
Emerging Concepts and Technologies	
Program Manager	
Project Manager	
Analyst	
Operational Support Services	
Program Manager	
Project Manager	
Analyst	

Attachment A

Pricing Schedule

The rates provided for a given location (Central Office) will be used to evaluate the cost portion for the contract to be awarded for that location.

In addition, Offerors shall provide a table in their proposal that lists the individuals that are being proposed for each of the 68 positions. With the exception of the Consultant Contract Manager (CCM), more than one person may be listed for a given position, and a given person may be listed under more than one position.

Upon contract award, tasks will be developed by only using the positions and corresponding rates provided in Pricing Schedule. If determined necessary by VDOT, additional positions may be added under the contract(s) through a mutually agreed Contract Modification.

Positions listed under the specific Contract Subject Areas fall into one of three general position types: Program Manager, Project Manager, and Analyst. The following provides a general description of the qualifications expected for each position type.

Program Manager

At minimum eight (8) years of progressive, senior-level experience with the activities listed under the corresponding Contract Subject Area in Section IV, Statement of Needs. Program Managers shall have proven expertise in the management of staff, and control of costs and resources and demonstrated capability in managing multiple complex projects. Program Managers should have a Bachelor's degree from an accredited college or university with a major suitably related to the associated Contract Subject Area. A Master's Degree is preferred.

Project Manager

At minimum five (5) years of progressive, mid-level experience with the activities listed under the corresponding Contract Subject Area in Section IV, Statement of Needs. Project Managers shall have proven expertise in the management and control of costs and resources and demonstrated capability in managing multiple complex projects. Project Managers should have a Bachelor's degree from an accredited college or university with a major suitably related to the associated Contract Subject Area.

Analyst

At minimum three (3) years of progressive experience with the activities listed under the corresponding Contract Subject Area in Section IV, Statement of Needs. Analysts should have a Bachelor's degree from an accredited college or university with a major suitably related to the associated Contract Subject Area.

General Support

Several generic positions have been identified under the General Support category. These positions may be utilized in support of any of the specific Contract Subject Areas as determined necessary by VDOT. Engineering Services listed on the Pricing Schedule are intended for non professional services only.

ATTACHMENT B

OFFEROR'S DATA SHEET

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service.
 _____ Years _____ Months
3. **REFERENCES:** Indicate either below or by attachment a listing of at least three (3) clients that your firm has provided the products and/or services described in the proposal. Include the dates service was furnished, and the name, address, email address, telephone and fax number of the person the purchasing agency has your permission to contact. A narrative statement should be provided for each reference, describing the scope, size and type of service provided to each reference. **Please verify that the contact persons whom you have listed below are still employed with these firms prior to submitting their names.**

CLIENT'S NAME AND ADDRESS	BEGIN & END DATES OF SERVICE	NARRATIVE STATEMENT	PERSON TO CONTACT AND TELEPHONE, FAX NUMBER AND EMAIL

4. Is your firm currently registered as an eVA vendor? ___No ___Yes Registration is a requirement to receive an award.
5. Is your firm a faith-based organization? ___No ___Yes

ATTACHMENT C

SMALL BUSINESS SUBCONTRACTING PLAN



Failure to complete, sign and return Section A or B of this Attachment as per the Special Terms and Conditions of this solicitation MAY result in your proposal being rejected

If you have any questions contact Cary B. Stickel at cary.Stickel@vdot.virginia.gov for assistance.

SPECIAL NOTICE TO OFFEROR

This solicitation contains a small business participation plan, Attachment D, as explained in page 26 of the Special Terms and Conditions. This must be completed by all Offerors. Sub consultants included in section B of the Small Business Participation Plan must be certified as a small business by the Department of Minority Business Enterprise (DMBE) by the due date of this solicitation to be considered.

ATTACHMENT C Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

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

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

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subconsultants, suppliers, etc.

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

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

ATTACHMENT D

**COMMONWEALTH OF VIRGINIA
 DEPARTMENT OF TRANSPORTATION
 INSTRUCTIONS FOR
 SWaM COMPLIANCE REPORT (Form ASD-63)**

The Prime Consultant is required to submit a SWaM Compliance Report to the contract administrator on payments made to all subconsultants as specified in Small Business Subcontracting Plan in the Special Terms & Condition to include Small, Women-owned and Minority-owned Business Enterprises (SWaM) certified by DMBE and non- SWaM businesses for the designated quarterly reporting period if required. All amounts paid to certified SWaM businesses are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime consultant to provide evidence of SWaM payments in response to the small business plan provided in the solicitation for this contract.

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

1. **Consultant/ Tax I.D. No.** enter the complete name of the prime consultant and their federal tax identification number.
- 1a. **Contract Name** indicate the name of the contract as it appears on contract documents
- 1b. **District** indicate the VDOT responsible district where the contract is being performed. See list of districts in these instructions
- 1c. **Contract No.** provide contract number
2. **Period Ending** indicate the reporting period based on the Reporting Schedule listed in these instructions
3. **Subconsultant/Vendor Telephone Number and Certification Number** enter the names of all subconsultants and suppliers that participate on this contract whether SWaM or not if required. For SWaM vendors please provide the certification number provided by the Virginia Department of Minority Business Enterprise (DMBE)
4. **Tax I.D. No.** insert the tax identification number of the vendor that appears in the preceding column
5. **SWaM Category S,W,M, None** indicate the SWaM status of each vendor identified as a subconsultant or vendor. This number is issued by DMBE and can be located on their website at www.dmbv.virginia.gov.
6. **Subcontract Amount** indicate the subcontract amount for any vendor listed on this form.
7. **Subconsultant Payment** this section identifies the prime expenditures to vendors listed on this form for SWaM vendors on contracts valued at or above \$100,000 and non-SWaM vendors for contracts valued at or above \$200,000.
- 7a. **This Quarter** indicate the amount paid to each subconsultant per reporting period. If no payments were made during this period enter \$0.
- 7b. **Year to Date** summarizes all payments made to the vendor to date.
8. **Type of Work or Commodity** indicate scope of work or commodity acquired from the subconsultant

Effective October 5, 2007 all Form ASD-63's for a particular reporting period shall be submitted preferably in an electronic format to the contract administrator or responsible district personnel by the dates of each calendar year.

REPORTING SCHEDULE

QUARTER	REPORTING PERIOD	DATE DUE TO CONTRACT ADMINISTRATOR
1 st	July 1 – September 30	Five(5) working days after the reporting period
2 nd	October 1 – December 31	Five(5) working days after the reporting period
3 rd	January 1 - March 31	Five(5) working days after the reporting period
4 th	April 1 – June 30	Five(5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the VDOT contract administrator or responsible district personnel on the following business day.

DISTRICTS

Central Office	Hampton Roads
Bristol	Fredericksburg
Salem	Culpeper
Lynchburg	Staunton
Richmond	NOVA
Statewide	

ATTACHMENT D

SWaM COMPLIANCE REPORT

(1) Consultant/Tax I.D. No. _____ Page _____ of _____
 (1a) Contract Name _____ (1c) Contract No. _____ (2) Period Ending _____
 (1b) District _____

(3) Subconsultant/ Vendor Tele No., Certification No.	(4) Tax I.D. No.	(5) SWaM Category S, W, M, None	(6) Sub- Contract Amount	(7) Subconsultant Payment		(8) Type of Work or Commodity
				(7a) This Quarter	(7b) To Date	

All amounts paid to subconsultants/vendors are to be reported and submitted by VDOT's quarterly submittal schedule. See instructions

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

Signature and Title of Company Official _____
 Date _____
 Print Name and Phone No. of Individual Completing Report

ATTACHMENT E

PROPRIETARY/CONFIDENTIAL INFORMATION SUMMARY FORM

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

*Identify the reason for withholding from disclosure in accordance with the Code of Virginia § 2.2-4342F.

Attachment F

State Corporation Commission Form

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

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

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

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

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

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

Attachment G Travel Policy Guidelines

Commonwealth of Virginia Department of Transportation
Department of Transportation



Fiscal Policies and Procedures

POLICY NAME: VDOT TRAVEL GUIDELINES	POLICY NO.: FD-4
	DATE: October 1, 2011

New Personal Mileage Reimbursement rate effective July 1, 2011
New State Travel Rates effective October 1, 2011
New Out of State – International – Conference review requirement - May 1, 2009

POLICY

All Virginia Department of Transportation (VDOT) employees who travel on State business must conform to these policies and procedures. Travel costs should be limited to only those expenses that are necessary for providing essential services to the Commonwealth's citizens. When planning and paying for travel, economy, prudence and necessity should be our primary concern.

VDOT's Controller or designee must approve any exceptions to these policies and procedures. Some exceptions may require additional approval of the Commissioner's Office and/or State Comptroller.

DEFINITIONS

Base Point: Place, office or building where traveler works on a regular basis. Employees are limited to one base point.

Commuting Distance: Round trip distance traveled routinely by employees between their residence and base point.

Incidental Expense: Service fees, tips, and transportation between lodging and meals.

International Travel: Travel to areas outside the 48 contiguous states.

M&IE: Meals and Incidental Expenses

Official Station: Area within 25 miles of employee's base point.

Receipts: Refers to ORIGINAL unless otherwise indicated.

Travel Status: Travel outside an employee's official station, unless part of the employee's regular routine duties.

Emergency: As determined by the District Administrator, an event that threatens the immediate safety of the traveling public, necessitating unusual efforts by VDOT staff for an extended period of time to restore or maintain transportation systems.

INTRODUCTION

VDOT will reimburse individuals traveling on official State business for reasonable and necessary expenses for employee's NON-ROUTINE travel. These expenses are subject to public review and should be reasonable in

appearance as well as fact. Prudent judgment is expected of employees making travel arrangements and expenditures.

All exceptions to this policy require approval of VDOT's Controller or designee.

TRAVEL PLANNING

EFFECTIVE IMMEDIATELY- THIS OVERRIDES CURRENT POLICY

Pre approval by the Chief Deputy Commissioner is required for:

- Out-of-state travel (except D.C.) regardless of the funding source
- International travel
- Conferences (day or overnight travel)

The Travel Authorization/Reimbursement Request Form (FD-AP-03) must be completed and signed by the employee and their supervisor and entered into FMS for all travel. **Prior approval of the Travel Authorization/Reimbursement Request is required by the Chief Financial Officer for meals and/or lodging exceeding guidelines.** The justification for the additional amount must be entered on the header panel of the FMS Travel Request that routes automatically through the employee's Directorate chief to the Chief Financial Officer for approval. Travelers must submit cost comparisons as part of their justification. Travelers and their supervisors are responsible for exercising good judgment and ensuring that those costs are reasonable in appearance as well as in fact. The Chief Financial Officer will deny any Travel Request not received in advance OR that does not adequately justify the costs. All known costs associated with the trip--including those that are direct billed--must be included on the Travel Authorization. Prior approval of the appropriate Commissioner's directorate is required for trips costing over \$1,000.

Please note, if lodging exceeds guidelines by more than 150%, and the Chief Financial Officer approves the rate, Fiscal Division must forward the request to the DOA for approval **BEFORE** the trip. If not approved in advance, the traveler is responsible for charges in excess of the allowable amount.

Travel Authorization/Reimbursement Requests, once entered in the system, are automatically routed to the appropriate Chief, if approval is required.

CONVENTIONS, CONFERENCES, TRAINING, SEMINARS, WORKSHOPS

In planning meetings or conferences, first preference should be given to state-owned facilities.

Attendance at overnight, non-VDOT sponsored conventions, conferences, training, seminars, and workshops is limited to no more than 3 VDOT employees. In order to ensure compliance, requests to attend such conferences will be routed through the Chief Financial Officer prior to attendance. The Division that is partially or totally responsible for assembling all travel requests from all work units and making a proposal through their responsible Chief to the Chief Financial Officer as to how many VDOT employees should attend and who specifically should attend. **This must be done by e-mail before the travel authorizations are put into FMS. Only those persons approved by the Chief Financial Officer will be given authorization for travel.**

Day travel to non-VDOT sponsored conventions, conferences, training, seminars, and workshops, is limited to no more than 3 VDOT employees per District or Division. Exceptions must be approved by the District/Division Administrator or designee.

TRAVEL CHARGE CARD

Travel charge cards are available for State employees who travel overnight at least twice a year on State business.

Travel cards are for reimbursable travel expenses and also for any personal expenses not easily separated from business expenses. Cardholders use cards to obtain travel advances from automatic teller machines (ATM's). They may also charge lodging, meals, or other travel expenses. Charge card bills are sent to the employee, who is responsible for payment, including any late charges for payments more than 60 days overdue.

Monthly travel card statements are provided to Division and District Administrators. Division and District Administrators are responsible for ensuring that travel card usage complies with Fiscal Division guidelines. That review should provide reasonable assurance that cash advances and charges are legitimate travel expenses.

Travel Charge Cards may be obtained from Fiscal Division --- 804-692-0359.

Small Purchase Charge Cards should not be used for travel except as authorized for the purchase of rail or airline tickets. See Air/Rail Travel, page 11.

TEMPORARY TRAVEL ADVANCES

Travel advances are available for employees who travel rarely and/or do not qualify for a travel card. Effective July 1, 2005, all travel advances will be issued through the DOA. Advances are issued for expenses that the employee will be required to pay out of pocket. Travel advances must be repaid by the employee within 30 days of the processing of the travel reimbursement voucher.

Employees are also eligible for one travel advance, when their Charge cards have been revoked due to non-use. It is the employee's responsibility to have the card re-activated. If an employee's travel card is revoked due to delinquent or non-payment, s/he is not eligible for a travel advance.

Requests for travel advances should be received at least 10 workdays prior to the date of travel. Any overage should be returned to the District Accounting (or Central Office Cash Receipts Section) within 5 workdays of return. Please make checks payable to the Treasurer of Virginia.

LODGING

Lodging is reimbursed when employees travel outside their official station.

Lodging guidelines EXCLUDE taxes and surcharges. Taxes and surcharges are reimbursable.

However, guidelines do INCLUDE internet service fees charged when lodging is booked on-line through an internet service. This fee should be added to the room rate. If booking more than one night the service fee should be divided by the number of nights, and an equal share added to each nightly rate. The room rate plus the service fee are considered lodging expense and should not exceed the allowable lodging rates.

The Small Purchase Charge Card may be used to "hold" a reservation only. Payment for lodging is prohibited, unless the hotel sends a "direct bill" to the agency and is authorized through Administrative Services Division (for Central Office Divisions) or the District Program Administrator.

**LODGING, MEALS & INCIDENTAL EXPENSES REIMBURSEMENT RATES
(IN-STATE)**

The following table provides guidelines for Lodging, Meals, and Incidental Expenses that are allowable to the IN-STATE traveler for reimbursement. If a location is not listed, the standard rate applies.

Lodging reservations may be made via the internet, using service providers such as Priceline.com, Expedia.com, Orbitz.com, Travelocity.com, etc. Please note the sum of the service provider fees plus the room rate may not exceed the lodging rates noted below:

IN-STATE Location	Date Applicable	Lodging Rate Excludes Taxes and Surcharges	Meals & Incidental Expense (M&IE) Rate <small>Includes tips, taxes, personal telephone calls, laundry, and transportation to where meals are taken</small>
STANDARD		\$77	\$41
Abingdon (Washington)		88	46
Blacksburg (Montgomery)		95	46
Charlottesville (Albemarle and Green County)		115	56
Chesapeake/Suffolk	9/1-5/31	77	56
	6/1-8/31	86	56
Chesterfield and Henrico Counties		83	51
Fredericksburg (Spotsylvania, Caroline, Stafford County)		88	56
Loudoun County		108	61
Lynchburg (Campbell County)		80	51
Manassas (Pr William Co)		88	56
Norfolk/Portsmouth		89	61
Richmond (City Limits)		112	66
Roanoke (City Limits)		96	51
Virginia Beach	9/1-5/31	89	56
	6/1-8/31	151	56
Wallops Island (Accomack County)	9/1-6/30	85	56
	7/1-8/31	127	56
Warrenton (Fauquier County)		92	46
Washington, D.C. (see regional included below)	7/1-8/31	169	71
	9/1-10/31	226	71
	11/1 – 2/28	183	71
	3/1 – 6/30	224	71

IN-STATE Location	Date Applicable	Lodging Rate Excludes Taxes and Surcharges	Meals & Incidental Expense (M&IE) Rate Includes tips, taxes, personal telephone calls, laundry, and transportation to where meals are taken
Williamsburg/James City/ York County	9/1-10/31	77	51
	11/1-8/31	96	51

- Washington, D.C. includes: Virginia Cities of Alexandria, Falls Church, Fairfax; Virginia counties of Arlington, Fairfax; and Maryland counties of Montgomery and Prince George's.

LODGING, MEALS & INCIDENTAL EXPENSES REIMBURSEMENT RATES (OUT-OF-STATE)

The following table provides guidelines for Lodging, Meals, and Incidental Expenses that are allowable to the **OUT-OF-STATE** traveler for reimbursement. If a location is not listed, the standard rate applies.

Lodging reservations may be made via the internet, using service providers such as Priceline.com, Expedia.com, Orbitz.com, Travelocity.com, etc. Please note the sum of the service provider fees plus the room rate may not exceed the lodging rates noted below:

OUT-OF-STATE Location	Date Applicable	Lodging Rate Excludes Taxes and Surcharges	Meals & Incidental Expense (M&IE) Rate Includes tips, taxes, personal telephone calls, laundry, and transportation to where meals are taken
STANDARD		\$88	\$46
Arlington/Ft.Worth/Grapeville,TX(Tarrant County)		139	56
Atlanta, GA (Fulton, Cobb, DeKalb Counties)		133	56
Austin, TX (Travis)		108	71
Baltimore, MD	3/1-11/30	145	71
	12/1-2/28	121	71
Baltimore County, MD		97	61
Boston/Cambridge, MA (Suffolk County, City of Cambridge)	9/1-10/31	221	71
	11/1-3/31	158	71
	4/1-6/30	201	71
	7/1-8/31	183	71
Charleston, SC (Berkeley, Charleston, Dorchester Counties)		137	56

OUT-OF-STATE Location	Date Applicable	Lodging Rate <u>Excludes</u> Taxes and Surcharges	Meals & Incidental Expense (M&IE) Rate <small>Includes tips, taxes, personal telephone calls, laundry, and transportation to where meals are taken</small>
Charlotte, NC (Mecklenburg County)		97	51
Chicago, IL (Cook, Lake Counties)	12/1-3/31	130	71
	4/1-6/30	171	71
	7/1-8/31	155	71
	9/1-11/30	190	71
Cincinnati, OH (Hamilton, Clermont Counties)		118	56
Cleveland, OH (Cuyahoga County)		101	56
Dallas, TX (Dallas County)		113	71
Denver/Aurora, CO (Adams, Arapahoe, Denver and Jefferson Counties)		149	66
Detroit, MI (Wayne County)		91	56
Houston, TX (Fort Bend, Harris, Montgomery Counties, L.B. Johnson Space Center)		109	71
Kansas City, MO (Cass, Clay, Jackson, Platte Counties)		99	61
Las Vegas, NV (Clark County)		99	71
Los Angeles, CA (Los Angeles County less the city of Santa Monica, Orange, Ventura Counties and Edwards AFB)		125	71
Miami, FL (Miami-Dade County)	4/1-5/31	125	66
	6/1-11/30	105	66
	12/1-3/31	152	66
Minneapolis/St. Paul, MN (Hennepin, Ramsey Counties)		121	71
Nashville, TN (Davidson)		107	66
Floral Park/Garden City/Great Neck, NY (Nassau County)		143	66
Newark, NJ (Essex, Bergen, Hudson, Passaic Counties)		120	61
New Orleans, LA (Jefferson, Orleans, Plaquemine, St. Bernard Parishes)	10/1-6/30	135	71
	7/1-9/30	101	71

OUT-OF-STATE Location	Date Applicable	Lodging Rate <u>Excludes</u> Taxes and Surcharges	Meals & Incidental Expense (M&IE) Rate <small>Includes tips, taxes, personal telephone calls, laundry, and transportation to where meals are taken</small>
New York City, NY <small>(Boroughs of Manhattan, Bronx, Brooklyn and Queens and Staten Island and Counties of Kings, New York and Richmond)</small>	1/1-3/31	204	71
	4/1-6/30	241	71
	7/1-8/31	216	71
	9/1-12/31	295	71
Orlando, FL <small>(Orange County)</small>	1/1-5/31	111	56
	6/1-12/31	97	56
Palm Springs, CA <small>(Riverside County)</small>	9/1-12/31	99	71
	1/1-5/31	115	71
	6/1-8/31	82	71
Philadelphia, PA <small>(Philadelphia County)</small>	9/1-11/30	143	66
	12/1-8/31	137	66
Phoenix/Scottsdale, AZ <small>(Maricopa County)</small>	1/1-5/31	128	71
	6/1-8/31	80	71
	9/1-12/31	105	71
Pittsburgh, PA <small>(Allegheny County)</small>		119	71
San Antonio, TX <small>(Bexar County)</small>		106	66
San Diego, CA <small>(San Diego County)</small>		133	71
San Francisco, CA <small>(San Francisco County)</small>	9/1-10/31	184	71
	11/1-8/31	155	71
Savannah, GA <small>(Chatham County)</small>		95	56
Seattle, WA <small>(King County)</small>		137	71
St. Louis, MO <small>St. Louis, St. Charles, Crawford, Franklin, Jefferson, Lincoln, Warren and Washington Counties)</small>		104	66
Tampa/St. Petersburg, FL <small>(Pinellas and Hillsborough Counties)</small>	5/1-12/31	93	51
	1/1-4/30	112	51
White Plains/Tarrytown/New Rochelle/ NY <small>(Westchester County)</small>		136	71

Prior approval of the Chief Financial Officer is required when:

- Lodging costs exceed guideline amounts
- Lodging other than hotels and motels is used (e.g. apartments).

MEAL AND INCIDENTAL EXPENSES (M&IE)

Meals and certain incidental travel expenses are reimbursable for overnight business travel, but may not be direct billed. These rates are all inclusive (taxes, tips, etc.). Incidental expenses include bellhop/waiter tips, valet, personal telephone calls, laundry and transportation between lodging and meals, etc.

M&IE RATE TABLE

The M&IE per diem rate must correspond to the location of the overnight stay:

Breakfast	\$7	\$7	\$8	\$9	\$10	\$11	\$12
Lunch	\$11	\$11	\$12	\$13	\$15	\$16	\$18
Dinner	\$18	\$23	\$26	\$29	\$31	\$34	\$36
Meals	\$36	\$41	\$46	\$51	\$56	\$61	\$66
Incidental Expenses	\$5	\$5	\$5	\$5	\$5	\$5	\$5
MIE TOTAL	\$41	\$46	\$51	\$56	\$61	\$66	\$71
75% Travel Days (Meals x ¾ + 5 – rounded up)	\$32	\$36	\$40	\$44	\$47	\$51	\$55

On departure and return days, the \$5 Incidental and 75% of the meal rate are reimbursable.

Departure Day: Where you spend that night
Return Day: Where you spent the night *before* returning to home base

When meals are provided at no cost in conjunction with travel events, the applicable M&IE per diem reimbursement is reduced by the amount shown for the applicable meal in the M&IE Rate Table, excluding the incidental allowance.

When meals are provided at no cost in conjunction with travel events on a travel departure or return day, the incidental allowance is not reduced. The full meals per diem is reduced by the rate for the appropriate meal(s) provided, and the resulting amount is multiplied by 75%. The full \$5.00 incidental allowance is then added to that amount.

OTHER MISCELLANEOUS EXPENSES

Other reimbursable travel expenses include:

Business Telephone Calls (This includes personal cell phone charges that result from business calls---i.e. the cost of the business calls or the cost of other calls that result from exceeding "free minutes" because of business calls. Internet Access, Hotel Business Center Charges)

- Facsimiles
- Taxes, fees, and surcharges paid by the traveler for lodging
- Tolls, Parking Fees – require a receipt if greater than \$10.00

These expenses and any other unusual expenses require documented justification to be reimbursed.

Disallowed expenses include:

- Lost or stolen articles
- Alcoholic beverages
- Damage to personal vehicles or other items
- Services to gain entry to a locked vehicle
- Movie rentals charged to hotel bills
- Any expenses related to personal negligence (e.g. non-canceled reservation, fines, etc.)
- Entertainment expenses
- Travel Insurance (Personal injury/loss, trip cancellation etc
- Towing charges
- Expenses for children, spouses, and companions

TRAVEL CREDITS

The traveler must report any travel credits, reduced rates, or free services to the Department and deduct them from expenses claimed.

EXCEPTIONS FOR MEAL REIMBURSEMENT

Generally, meals not requiring an overnight stay are not reimbursable. There are 3 exceptions:

Business Meals require:

- Substantive and bona fide business discussion
- Identify all persons involved in the meal
- Be reimbursed for actual expenses, up to amount allowed by the M&IE Rates
- Itemized Receipt(s)
- Prior written approval of Division/District Administrator

Overtime meals require:

- Working at least 2 hours before and/or after normal work schedule
- At the direction of the Division/District Administrator
- Essential to the Department's mission
- Prior written approval of Division/District Administrator

Emergency Meals require:

- District or Division Administrator's written authorization. One written authorization—per emergency operation).
- Anticipated eligibility for meal reimbursement---i.e. working at least 2 hours beyond the normal work schedule---as determined by employee's supervisor.
- Completion of the Travel Authorization/Reimbursement Form or FD-AP-01.

MISCELLANEOUS EXPENSES:

During emergency operations, VDOT will allow staff on duty to make necessary personal phone calls from the closest VDOT facility. Phone calls should be reasonable in length and frequency. A telephone log for each date and phone number must be provided by VDOT at the facility and completed by employees placing calls:

Employee Name
Phone Number called
Time of day

When traveling overnight, the employee may also be reimbursed for up to 10 additional minutes per day for evening calls, when s/he provides the original telephone bill.

PLEASE NOTE: Both the employee and the supervisor are subject to Standards of Conduct and will be disciplined accordingly if they knowingly misrepresent expenditure in order to obtain reimbursement.

Overtime/Emergency Meal Rates

IF ...	Are worked or traveled AND the overtime occurs	THEN an Overtime Meal Allowance is ...	Documentation Required
2 or more Overtime Hours	During a normal workday	\$5.00 (\$7.50 if outside the official station)	Workday and Overtime Start/End Times
5 or more Overtime Hours	On a Saturday, Sunday, holiday or an alternate work schedule day off*	\$5.00 (\$7.50 if outside the official station)	Overtime Start/end Times
10 or more Overtime Hours	On a Saturday, Sunday, holiday, or an alternate work schedule day off	\$10.00 (\$15.00 if outside the official station)	Overtime Start/End Times

*Note: Or if comparable overtime is necessitated by shift schedule or beyond a routine scheduled 40-hour work period.

Exceptions must be appropriately documented.

PERSONAL VEHICLE USE

Reimbursement rates are set in the current Appropriation Act (Section 4 – 5.04f). Currently, the rates for the first 15,000 miles driven in each fiscal year for an employee to perform official job duties are as follows:

- If the District/Division Administrator or designee certifies that a state-owned vehicle/OFMS rental was not available or the use of a personal automobile was cost-beneficial to VDOT, an employee shall be reimbursed at an amount equal to the most recent business standard mileage rate as established by the Internal Revenue Service. This mileage rate can be obtained at <http://www.irs.gov/newsroom/article/0,,id=240903,00.html>
- Effective July 1, 2011, this rate is \$0.555 per mile.
- If a state-owned vehicle was available or the District/Division Administrator or designee does **not** certify the personal automobile was cost beneficial to VDOT, an employee shall be reimbursed at an amount equal to the lowest trip pool rate charged by the Department of General Services, Office of Fleet Management Services. Currently, this rate is \$0.246 per mile.

For the first 15,000 miles per fiscal year, the traveler is reimbursed \$0.555 per mile when travel averages less than 100 miles per day OR a state-owned vehicle/OFMS rental is unavailable.

The traveler is reimbursed \$0.246 per mile for the first 15,000 miles when travel averages 100 miles or more per day AND a state-owned vehicle/OFMS rental is available or use of a personally owned vehicle is elected for the convenience of the employee.

Reimbursement rates are reduced to \$0.13 per mile for travel in excess of 15,000 miles per fiscal year.

Employees are eligible for reimbursement of non-commuting mileage when using personal vehicles for official State business. "Non-commuting" mileage is mileage in excess of the employee's normal commute from home to official work station.

PUBLIC TRANSPORTATION

Air/Rail Travel

Documents that validate the mode and class of travel are required for all air and rail reimbursements made directly to the employee

Employees should obtain tourist/coach fares for air travel. Exceptions may be approved for business class if:

AIR

- Business class is no more than the lowest available tourist/coach fare
- The employee pays the difference
- Transoceanic, intercontinental trips of more than 8 hours
- Travel to Western Europe when business is conducted within 3 hours of landing.

RAIL

- When it does not cost more than the lowest available tourist/coach fare (comparison must be attached to travel voucher), or
- When reserved coach seats are not offered on the route, or
- If the traveler pays the difference.

All exceptions require documentation. First class air or rail travel will not be reimbursed.

Air and Rail tickets may be purchased via the Small Purchase Charge Card or Travel charge card. If SPCC is used, arrangements for payment with the card shall be authorized through Administrative Services Division (for Central Office Divisions) or the District Program Administrator, including documentation supporting the necessary approvals for the ticket purchase.

Car Rental (Including Enterprise)

The traveler should select the most economical agency and type of car available. When renting through Enterprise via Statewide Enterprise contract, the traveler should return receipts for gas and car rentals to the person responsible for preparing vouchers for car rentals and gas cards. The person preparing the voucher should verify the detail receipts against the summary billings received from Enterprise / Mansfield prior to payment. Any discrepancies (missing receipts, charges for tax, etc.) should be reviewed with the traveler and/or the vendor prior to payment.

Car Rental Insurance

If the traveler is:

State employee in the U.S.	Decline – covered by State
Non-state employee	Accept – reimbursable expense

Travelers must refuel the rental vehicle before returning it to the rental contractor, unless an exception is noted. Refueling is reimbursable with receipt.

In no instance should the traveler enter into a "Fuel Agreement" or pay for fuel at the time of rental or before vehicle is used.

TRAVEL EXPENSE REIMBURSEMENT

Information required for travel expense reimbursement includes:

- Reason for travel
- Reason for business phone calls or facsimiles
- Itemized lodging receipts---for lodging obtained through Internet providers (Priceline, Expedia, etc.) provide hard copy of final page from internet site
- Documentation of your stay, if reservations or payments for lodging are made on-line
- Receipts for meals costing \$75 or more
- Registration receipts
- For Hire Transportation receipts (Taxi, shuttle vans)
- Parking and toll receipts, with explanation, when over \$10
- Dates of departure and return
- Work hours and overtime hours for overtime meals
- Mode of travel

This information should be attached to or included on a Travel Authorization/Reimbursement Request Form (FD-AP-03), which must be signed by the employee and their supervisor.

REIMBURSEMENT PROCESS

Reimbursement should be requested within 5 working days after the trip is completed. By signing the Travel Authorization/Reimbursement Request Form (FD-AP-03), the traveler:

- Certifies that the information is correct and the items included are legitimate expenses necessary to conduct of State business
- Agrees to the deduction from salary of any advances not repaid within 60 days of issuance
- Agrees to file a Travel Reimbursement Request within 5 workdays of returning from the trip

By signing the FD-AP-03 and/or electronically approving an employee's authorization or reimbursement request, the supervisor:

- Certifies that the travel was approved and necessary for conduct of State business
- Agrees to ensure deduction from employee pay of advance not paid within 60 days of issuance
- Agrees to review the traveler's reimbursement request promptly

Employees who anticipate traveling more than once a year should enroll in EDI (guide below). EDI---Electronic Data Interchange---is used to deposit travel payments directly to the employee's bank account rather than issuing a check through the mail. After the employee receives one paper check, the DOA charges VDOT for the costs of mailing future checks to that employee.

To enroll in EDI, travelers complete the EDI form (below) and forward to your District and Financial and Accounting manager (Joanne Green in Central Office). The DOA will deposit one penny in their account to verify the setup. Afterwards all travel payments will be routed directly to the employee's accounts. If the traveler changes bank accounts, a new form should be completed.


State_Employee_
EDI_Enrollment_F


StateEmployeeGuid
e.pdf