

REQUEST FOR PROPOSAL

HAMPTON ROADS DISTRICT PROJECT-SPECIFIC CONSTRUCTION ENGINEERING INSPECTION (CEI) IN SUPPORT OF:

I-264/Witchduck Interchange & Ramp Extension Project

Project No: 0264-134-102, C501

UPC: 17630

HAMPTON ROADS DISTRICT

RFP NO. CEI20161121



GENERAL

The Virginia Department of Transportation is seeking expressions of interest from consulting engineering firms who wish to be considered to provide professional engineering services for this projects specific agreement on the I-264/Witchduck Road Interchange and ramp extension (C-D Road) Project in the Hampton Roads District. The project will consist of providing construction engineering/inspection (CEI) services and engineering support in the cities of Norfolk and Virginia Beach. The project limits are from: 0.383 MI East of WBL I-64 (Norfolk, VA); to: 0.472 MI East of Witchduck Road. An aerial map of the project area is advertised with this Request for Proposal.

The Estimated CEI Consultant contract value is \$10 million.

This work is to be accomplished with the Department's policies and procedures and FHWA's guidelines. The Department reserves the right to award contracts to more than one qualified firm and the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the Department to do so. This Request does not commit the Department to provide any payment for costs associated with the preparation of proposals submitted in response to this Request for Proposal.

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The Department reserves the right to alter the project delivery method at any time during the contract period. The Department will notify the consultant of such decision, revise the scope of services and respective man-hours. The change will be implemented utilizing an additional task order or supplemental agreement based on the contract type.

Firms submitting an Expression of Interest as a Prime consultant shall not serve as a subconsultant on any other team submitting a proposal in response to this Request for Proposals.

PROCUREMENT SCHEDULE

- Expression of Interest Due Date and Time – 12/14/2016 at 2:00 PM
- Short List Posted on the VDOT Website – NLT 1/13/2017
- Interviews/Technical Presentations – 2/02/2017
- Final Consultant Selection – NLT 2/17/2017
- Scoping Meeting with Selected Consultant – Week of 2/20/2017
- Selected Consultant Pre-Award Documents Due – NLT 3/3/2017
- Completed Negotiations Agreement Due – NLT 4/14/2017
- Consultant Contract Signed – NLT 5/5/2017

CONFLICT OF INTEREST:

The change in a project delivery method for this contract may result in a potential conflict of interests for the consultant and any of its team members. As such, the scope of services and their role may be revised and redefined to meet the project need as identified by the Department. The consultant and its team members may not be allowed to participate in ANY subsequent contracts (design and/or construction) related to this project. The Conflict of Interest determination will be made in accordance with the Department's policy. The policy is available at:

<http://www.virginia-dot.org/business/resources/LocDes/IIM-APD-2.pdf>

SCOPE

This project will consist of providing Construction Engineering and Inspection (CEI) services for grading, drainage, utilities, asphalt pavement, new bridge construction, widening of existing bridge structures, and retaining wall construction, geotechnical services. The estimated advertisement date is June 2017 with notice to proceed for construction to begin October 2017.

The project includes extending the new C-D roadway from the Newtown interchange to the Witchduck Road Interchange, reconfiguring the Newtown Road interchange ramps south of I-264, reconfiguring the Witchduck Road interchange ramps south of I-264, and constructing an overpass between the two interchanges that connects Greenwich Road on the south side of I-264 and Cleveland Street on the north side.

The construction activities of this project will overlap at the Newtown Rd interchange with the construction activities of the I-64/264 interchange project requiring close coordination with the contractor and the staff managing the construction of I-64/264 interchange.

The scope of work for this contract shall consist of providing the following staff assignments and requirements:

- One (1) Project Manager
- One (1) Construction Manager
- Five (5) Construction Inspector, Senior
- Five (5) Construction Inspector
- Two (2) Construction Inspector, Trainee
- One (1) Project Records Manager
- One (1) Senior Scheduling Specialist
- One (1) Environmental Permit Compliance Inspector
- One (1) NACE Coating Technician Level II
- One (1) Administrative Assistant

Additional Support (as needed):

- Engineering Support Staff

Details of the minimum staff functions, features of work, competencies and required certifications of each applicable labor classification proposed for this agreement are enclosed herein.

All personnel shall be knowledgeable of roadway and bridge construction, road and bridge specifications and standards and computer based construction management systems. Additional engineering functions which may be required, include, but are not limited to, bidability/constructability review, the review of shop drawings, schedule review and analysis, and notice of intent/claims analysis.

The Department has established not to exceed base hourly rates for several CEI labor classifications. Construction inspection hourly labor rates, limitations and allowances will be in accordance with the rates identified in the Deputy Chief Engineers memorandum in place at the time of contract execution or as stipulated by the memo. For rate details applicable to this procurement offerors should reference the Virginia Department of Transportation's Consultant Procurement Site for the current memoranda: <http://www.virginiadot.org/business/gpmmps.asp>

All procurement related questions should be directed via email to Wazirah Wallace at Wazirah.Wallace@VDOT.Virginia.gov. All other information can be obtained via email or telephone at 804-786-2561.

STAFF FUNCTIONS, FEATURES OF WORK & KNOWLEDGE SKILLS AND ABILITIES

Project Manager

Project Manager Functions: To lead and guide Construction Manager, Inspection, and Engineering Support Staff to effectively administer the contract goals for safety, quality, schedule, and budgeting while overseeing contract construction activities. The Project Manager shall also make cost-effective recommendations in compliance with safety, environmental, federal and state standards. The Project Manager shall not function in a dual role as the Construction manager and reports to the Area Construction Engineer.

Project Manager Features of Work: Manages at the direction of the VDOT Area Construction Engineer and as an agent of the Department, providing field oversight of the project that involves structures, roadways, and other transportation facilities. Duties include monitoring of; field engineering, operation planning, cost control, project scheduling, quantity tracking, material procurement, contract administration, estimating and other field activities. Manage project personnel including Construction Manager, Construction Inspectors, and Engineering Support Staff; attend project meetings including but not limited to preparatory, inspection, utility coordination, construction progress, and contract change negotiations; track, monitor, and report status of project schedule, project payments, work package approvals and request for payment, requests for contract adjustments, requests for information, and all other contractual requirements to Area Construction Engineer; monitoring construction activities to ensure safety of employees, contractor personnel, and the traveling public; monitoring of established schedules, legal

requirements and contract specifications for project completion; Communicate with construction staff, all divisions of the agency, contractors, subcontractors, city, state, and federal officials, designers, the general public, utility companies, other consultants, landowners, commercial businesses, news media, manufacturers, suppliers, and railroads; provide guidance for project related disruptions; identify and manage risk related activities; prepare professional and technical correspondence, including but not limited to financial, administrative, explanatory, forecast reports at completion based on work performed.

Project Manager Knowledge Skills, and Abilities: The Project Manager shall be a Virginia licensed P.E. having a minimum of twelve (12) years of relevant experience in the management of large highway and bridge construction projects. Requires comprehensive knowledge of transportation engineering construction principles/practices; quality assurance and control methods; civil engineering and regulatory/legal constraints. Must have demonstrated skill in delivering complex transportation projects in a transportation engineering/construction industry; communicate effectively both orally/writing with various stakeholders/constituents; leading construction/engineering staff; and implementing change management. Ability to apply advance engineering planning and project scheduling principles to a variety of complex projects; conduct constructability reviews and demonstrated skill in performing cost analysis and in timely resolution of field issues by partnering to achieve cost effective solutions; interpret contracts, plans and specs and resolve disputes in a timely manner; and research, identify and implement solutions for construction problems.

The Project Manager shall have the ability to freely access all points of a construction site in wide-ranging climates and environment.

Construction Manager

Construction Manager Function: To manage the assigned elements of a construction project to assure quality of the contractor's compliance with the plans and contract documents, manage project personnel staffing, project inspection, and contract administration under the direction of the Project Manager.

Construction Manager Features of the Work: Manages assigned project elements which may involve structures, roadways, and other transportation facilities. Duties include analyzing and interpreting project plans and specifications to ensure project constructability; identifies design errors for the Department; determines impact for both the Department and contractor; interprets unclear contract language; work order time impact analysis, maintain and report contractor's daily production rates, prepare independent detailed construction estimates; makes recommendations for partial and final contractor payments, monitors project budgets and recommends any needed adjustments to the Project Manager; supervises and manages inspection personnel and makes recommendations on project staffing. Conduct pre-construction conference, utility coordination meetings, construction progress meetings, and other types of conferences; writes project management correspondence, and approves or rejects recommendations made by project inspectors. Recommends resolution of field construction problems and design changes; performs analysis and prepares work orders, seeks input from the project controls group regarding the schedule/cost impact and works with the project design group, materials, environmental, traffic engineering right of way, the public and all other parties necessary to meet

contract schedules and requirements.

Construction Manager Knowledge Skills, and Abilities: Construction Manager is expected to have ten (10) years of experience in the management of highway construction projects. Considerable knowledge of roadway, structure, traffic engineering, construction methods, procedures, practices, plans, specifications, and contracts; materials used and performance, environmental, legal, and safety responsibilities related to construction of transportation facilities; and knowledge in the use of electronic data processing equipment and contract management software. Skilled in the use of survey, nuclear density, and materials testing equipment. Ability to supervise and manage employee work groups; interpret roadway and bridge plans, specifications, and contracts; prepare technical, financial, administrative, and explanatory correspondence. Prefer the CM to hold a Certified Construction Manager (CCM) Certificate.

Construction Inspector, Senior

Construction Inspector, Senior Function: To monitor the work of contractors to ensure quality control and contract compliance for roadway, structure, and bridge construction projects of moderate to considerable complexity. In addition to inspection responsibilities, the Inspector Senior may be required to provide inspection/project management, under the direction of a Construction Project Manager or designee.

Construction Inspection, Senior Features of Work: In addition to the duties noted for Construction Inspector, the Construction Inspector Senior monitors contractor's operations to ensure compliance with contract terms and specifications. Independently coordinates and directs all phases of construction inspection of projects, which are typically complicated by extensive traffic control, sensitive to the public or environmentally challenging, or require significant project coordination with property owners, utility companies, or local/federal government representatives. Verifies lines, grades dimensions, and elevations using survey and field engineering equipment. Coordinates and schedules various phases of construction with the prime contractor and agency personnel; reviews and monitors contractors' plan of operation; and advises contractors of violations and recommends adjustments to operations. Recommends changes to construction plans to meet field condition; makes field measurements of pay items and conducts materials testing; checks equipment; prepares and maintains comprehensive project records including daily diaries, materials notebooks, as-built plans, pay quantity records, progress schedules, work orders and monthly estimates; aids in the development of work orders, investigations and analysis of Notices of Intent. Evaluates and monitors progress schedules, and performs work order analysis. Reviews and monitors Equal Employment Opportunity/Disadvantaged Business Enterprise (DBE) documentation and compliance with Federal labor requirements/regulations for Federal-aid construction projects, ensuring contractor compliance with program requirements.

Construction Inspector, Senior Knowledge, Skills, and Abilities: The Construction Inspector Senior is expected to have six (6) years of inspection experience including a working knowledge of roadway, structure and bridge construction methods, materials, standards and specifications; working knowledge of the VDOT Road and Bridge Specifications, Road and Bridge Standards, Construction Manual, and Inspector Manual; and knowledge in the use of contract management

software including SiteManger. Working knowledge of state and federal safety, environment, and EEO/DBE guidelines and regulations; and of mathematics including algebra, geometry, and trigonometry. Working skill in operating computer equipment, software programs and field inspection equipment. Ability to provide technical supervision and leadership to other inspectors; read and interpret roadway, bridge, and structure plans and contract specifications; apply mathematical formulas and engineering principles to determine field adjustments; maintain detailed records; perform required materials testing; and communicate effectively with agency and contractor personnel and the general public.

It is the sole responsibility of the Consultant Engineering Firm to provide certified personnel when requested and/or assigned to project by the Department.

It is anticipated that the Department will require Inspector Senior positions with various combinations of the following certifications throughout the life of this contract. The specific certifications required for a given task will be identified by the Department at the time the task assigned.

Certification	Issuing Agency
Soil and Aggregate Compaction	VDOT or NICET LEVEL II*
Asphalt Field Level I & II	VDOT
Hydraulic Cement Concrete Field	VDOT or NICET LEVEL II*
Pavement Marking	VDOT
Slurry Surfacing	VDOT
Surface Treatment	VDOT
Flagger Certification	VDOT
Certification for Erosion and Sediment Control Inspection	Virginia DEQ
Stormwater Management (Inspector) Certification***	Virginia DEQ
Nuclear Gauge Safety Training	NRC**Recognized Provider
Intermediate Work Zone Traffic Control	VDOT Approved Provider
10 Hour OSHA Safety Training	OSHA
GRIT (Guardrail Certification)	VDOT

*Beginning in 2013, VDOT Materials Division will no longer be recognizing Mid-Atlantic Regional

Technician Certification Program (MARTCP) certifications; current VDOT Letters of Reciprocity will remain valid until the expiration of the MARTCP or state DOT certification that the letter is based on. VDOT Materials Division will start recognizing NICET Level II Certifications in Soils and Concrete.

**Nuclear Regulatory Commission

***Obtained prior to installation of stormwater items

Construction Inspector

Construction Inspector Function: To monitor the work of contractors to ensure quality control and contract compliance for roadway, structure, and bridge construction projects of routine to moderate complexity, under the direction of a Construction Manager or their designee.

Construction Inspector Features of Work: Oversees, inspects, and monitors contractual field work which includes excavations, drainage facilities, road surfaces, and structures; schedules work and inspection phases with contractor's superintendent and agency personnel; advises contractors of violations and recommends adjustments to operations; takes field measurements of pay items; checks placement of and performs tests on construction materials; checks lines, grades, dimensions, and elevations using standard survey and field engineering equipment; and oversees and enforces the installation of erosion/siltation controls and highways work zones and traffic control devices. Recommends changes to construction plans to meet field conditions or provide project cost savings. Maintains project records; including daily diaries, materials notebooks, as-built plans, pay quantity records, and monthly estimates. Monitors Equal Employment Opportunity/Disadvantaged Business Enterprise (DBE) documentation and compliance with Federal labor requirements/regulations, ensuring contractor compliance with program requirements.

Construction Inspector Knowledge, Skills, and Abilities: The Construction Inspector is expected to have three (3) years of inspection experience including a working knowledge of roadway, structure, and bridge construction methods, materials, standards, construction symbols and terminology; state and federal environmental, safety, and Equal Employment Opportunity guidelines and regulations; and of mathematics including algebra, geometry, and trigonometry; working knowledge of the VDOT Road and Bridge Specifications, Road and Bridge Standards, Construction Manual, and Inspector Manual; knowledge in the use of contract management software; working skill in operating computer equipment, software programs and field inspection equipment including SiteManager. Ability to read and interpret roadway, structure and bridge plans and specification; apply mathematical formulas and engineering principles to determine minor adjustments to construction plans; maintain detailed records; perform required materials testing and communicates with the agency and contractor personnel and the general public.

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Soil and Aggregate Compaction	VDOT or NICET LEVEL II*
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Pavement Marking	VDOT
Slurry Surfacing	VDOT
Surface Treatment	VDOT
Flagger Certification	VDOT
Certification for Erosion and Sediment Control Inspection	Virginia DEQ
Nuclear Gauge Safety Training	NRC**Recognized Provider

Stormwater Management (Inspector) Certification***	Virginia DEQ
Intermediate Work Zone Traffic Control	VDOT Approved Provider
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Construction Inspector, Trainee

Construction Inspector Trainee Functions: To monitor in a training capacity, the work of contractors to ensure quality control and contract compliance for roadway, structure, and bridge construction projects, under the direction of a Construction Manager or their designee.

Inspector Trainee, Features of Work: Performs work of routine difficulty in a training capacity; inspects excavations, drainage structures, traffic control devices, road surfaces, and structures by comparing work performed to plans and specifications; maintains project records including daily inspector report, workbook and materials records; assist in preparing project records and forming reports; receives on-the-job and required agency classroom training to obtain designated highway material certifications.

Inspector Trainee Knowledge, Skills, and Abilities: The Construction Inspector Trainee is expected to have a working knowledge of basic mathematics including computation of linear and cubic measurements; a demonstrated ability to communicate effectively both orally and in writing; proficiency in the use of Microsoft Office software; willingness to learn and apply new information and concepts.

Project Records Manager

Project Records Manager Functions: To maintain construction project records and process related paperwork; reviews and updates documents; monitors records for compliance with state and federal regulations and verifies contractor pay estimates. Documents to be maintained include, but are not limited to, materials notebook, general correspondence, files, monthly pay estimates, request for information logs, submittal logs, meeting minutes, equal employment opportunity records, daily inspection reports, daily diaries, project sketches, etc.

Project Records Manager Features of Work: Sets up, process, and track construction related project documents utilizing SiteManger and SharePoint, documents include but not limited to, materials notebook, detailed daily work records and diaries, work orders, request for information, supplemental agreements, contractor pay estimates, general correspondence, and other documents

as necessary. Reviews monthly and final estimates; checks calculations against work log and contractors pay estimate to verify work is complete prior to payment. Document daily occurrences, meetings, and communications; issues monthly CPEs for prime and subcontractors; assist in project close-out, and maintain as-built drawings. Monitors contractor compliance with state and federal requirements related to Equal Employment Opportunity and wages. Monitor and maintain issue files that have the potential to, or have become, formal Notices of Intent to file claims against the Department and ensure that the records are complete, factual, and that a project timeline of each issue is included.

Project Records Manager Knowledge, Skills, and Abilities: The Project Records Manager is expected to have five (5) years of full time project records management. Working knowledge of Federal and State Labor Regulations to including the Davis Bacon Act; VDOT procedures, bid items, plans and specifications. Demonstrated ability to input and modify data, prepare and verify daily work records, and generate reports using SiteManager; utilize Microsoft Office software; communicate effectively both orally and in writing with contractors, political entities and the general public.

Senior Scheduling Specialist

Senior Scheduling Specialist Function: Responsible for overall management of schedule development, review, and delay analysis of construction schedules. Assist Project Manager with delay impact on claim and the preparation of recommendation development.

Senior Scheduling Specialist Feature of Work: This position will perform quality assurance and quality control activities to include development of CEI budgets; monitoring expenditures; and developing and monitoring construction schedules.

Senior Scheduling Specialist Knowledge, Skills, and Abilities: Must have eight (8) years of specialized experience in an engineering and/or construction expertise area of which at least five (5) years have been directly involved with construction project scheduling and schedule analysis. Comprehensive knowledge of construction scheduling software and techniques required. Ability to develop and to monitor construction schedules; apply methods of quality assurance and control; Critical Path Method (CPM) scheduling, claims avoidance, cost estimating, problem resolution and contract administration. Bachelor of Science in a recognized engineering discipline from (ABET) accredited college or university with Planning and Scheduling Professional (PSP) Certification. Twelve (12) years of demonstrated knowledge in performing complex highway construction project scheduling and schedule analysis may be substituted in place of degree and certification.

Environmental Permit Compliance Inspector

Environmental Permit Compliance Inspector Function: To monitor and perform environmental inspections to ensure contract and regulatory compliance on moderate to complex roadway, structure, and bridge construction projects.

Environmental Permit Compliance Inspector Feature of Work: To provide technical expertise on environmental compliance for construction activities operations. Document prescribed work is in compliance with the National Environmental Policy Act, Section 4(f) of the Transportation Act of

1966, Section 106 of the National Historic Preservation Act, the Clean Water Act, the Federal Endangered Species Act, the Endangered Plant and Species Act (Code of Virginia), the Endangered Species Law (Code of Virginia), all other applicable Federal and State environmental laws and regulations, and the Department's Road and Bridge Specifications/Standards. Conduct reviews of construction activities to verify environmental stipulations, commitments, and permits are being met. Maintain environmental records and process paperwork, perform onsite inspections as required; provide specialized expertise to Construction Staff as necessary.

Environmental Permit Compliance Inspector Knowledge Skills, and Abilities: The Environmental Permit Compliance Inspector is expected to have five (5) years of environmental permit compliance inspection experience as a member of a multidisciplinary team. Demonstrated ability in providing clear and concise technical verbal and written guidance regarding but not limited to the following areas: environmental inspection management, wetland delineations, stream assessments, erosion and sediment control inspections, and stormwater management control inspections. Demonstrated experience assessing environmental impacts to water quality, streams, wetlands, threatened species; interpreting and utilizing state and federal environmental laws, programs, and policies. Ability to prioritize and manage multiple tasks; create detailed documentation; communicate effectively with various interest groups/stakeholders; work outdoors performing field investigations in various weather conditions and terrains. Prior computer experience with experience a work knowledge of GIS. Bachelor's degree in biology/ecology, soil science, hydrology/hydraulics, forestry, environmental/urban planning, environmental science/engineering, geology, aquatic ecology, environmental law or related discipline; or training and/or equivalent job experience. DEQ Erosion and Sediment Control Inspector Certification and DEQ Stormwater Management (Inspector) Certification. Ten (10) years of demonstrated knowledge in performing environmental permit compliance inspection for complex highway construction projects may be substituted in place of degree.

NACE Coating Technician Level II

Coating Technician Function: To monitor and inspect the work of contractors to ensure quality control and contract compliance for bridge structure coatings under the direction of the Construction Manager.

Coating Technician Features of Work: Monitors and inspects the contractor's coating operations to ensure compliance with contract terms and specifications.

Coating Technician Knowledge Skills and Abilities: The Coating Technician is expected to have successfully completed the National Association of Corrosion Engineers (NACE) International Coating Inspector Program Sessions I and II and have 12 months experience of bridge coatings inspection.

Administrative Assistant

Administrative Assistant Functions: To provide administrative support to the members of the Construction Team.

Administrative Assistant Features of the Work: Provides overall management of a timely project filing system to include setup, maintenance, and close-out, receiving, recording and distributing all incoming mail and correspondence, submittals, RFI's, etc. Prepares reports and other

correspondence in an accurate and timely manner. Takes pre-construction meeting minutes and distributes them in a timely manner as well as takes minutes of other project meetings. Assists Inspectors with timesheets, construction management computer systems, office supplies and administrative support. Maintains a status log for time sensitive materials assuring that deadlines are met. Manages office to ensure adequate office supplies are in stock, answers phones, and directs calls to the appropriate person. Assists with Invoice preparation and assembly. Responsible for processing C-31s (Sublet Requests). Utilizing VDOT's Portal (SharePoint) for record management.

Administrative Assistant Knowledge Skills and Abilities: The Administrative Assistant is expected to have a basic knowledge of the construction submittal process and skill in the use of computers to include word processing, spreadsheet, and construction management software. Ability to keep meeting minutes and action logs, distribute minutes and request feedback. Ability to track items requiring action and maintain status logs of these items. Ability to multitask and manage administrative duties in a professional, timely and accurate manner.

ENGINEERING SUPPORT STAFF FUNCTIONS, FEATURES OF WORK AND KNOWLEDGE SKILLS AND ABILITIES

Engineering Support Staff

Engineering Support Staff Function: To provide support to the Department staff in the analysis and review in the areas of, but not limited to, constructability/bidability review/analysis, shop drawings, schedule review and notice of intent and claims analysis, as requested by the Area Construction Engineer or Project Manager.

Engineering Support Staff Features of the Work: Provides consultation, investigations, evaluations, and written documentation in the areas of, but not limited to, constructability/bidability review, shop drawings, schedule review and notice of intent analysis, as requested by the Area Construction Engineer or Project Manager.

Engineering Support Staff Knowledge Skills and Abilities: The Engineering Support Staff shall be under the supervision of a Virginia licensed P.E. having 10 years of experience in the practice of engineering defined as where the principles and methods of engineering are applied to, but not necessary limited to, consultation, investigation, evaluation, planning and design of public or private utilities, structures, machines, equipment, processes, principles/practices, highway design project management, highway processes/practices. Engineering Support Staff shall have experience with the practical application of engineering procedures in roadway design/construction. It is the sole responsibility of the Consultant Engineering Firm to have tasks performed by certified and/or licensed Engineering Support Staff for the requested assigned tasks by the Department.

MATERIALS SAMPLING AND TESTING

The consultant firm shall provide material testing equipment. The cost of these items should be included in the overhead cost to the consultant and will not be billable to the Department as a direct

cost expense. This equipment will remain the property of the Consultant and shall be removed at completion of the work. The Department shall provide nuclear gauges, as necessary, to licensed inspectors for project use. Nuclear gauges will remain the property of the Department and shall be returned at completion of the work. The Consultant will be responsible for obtaining proper licenses for equipment and personnel when licenses are required. The Consultant shall make the license and supporting documentation available to the Department for verification, upon request. The Consultant's handling of nuclear gauges shall be in compliance with their license.

The material testing equipment shall include but not be limited to; soil/aggregate compaction kit, including: speedy moisture kit, one-point proctor mold, hammer, gas stove, pans and spoons, scales, 10' straight edge, sand cone device; slump cone; air meters, non-contact thermometer, and 4' level. Any testing device that will be used for acceptance/rejection of materials will need evidence of calibration as recommended by the manufacturer. All hand tools necessary for inspection services shall also be supplied by the consultant.

EXPRESSION OF INTEREST (EOI)

1. The Expression of Interest shall be organized in the following order:
 - Transmittal letter one (1) page or less
 - Table of Contents
 - Understanding of Scope of Work - two (2) pages or less
 - Response to RFP Expression of Interest Items 2-16
 - Present Workload with Department form
 - **Standard Form (SF) 330 Part I** – one combined for the project team
 - **Standard Form (SF) 330 Part II** – one for each firm
 - A table or matrix containing the requested information in item 16
 - Full size copies of Commonwealth of Virginia SCC and DPOR supporting registration/licensing documentation for each firm (including that of each pertinent branch office)
 - Full size copies of Commonwealth of Virginia DPOR registration certificate for the Key Personnel
 - Firm Data Sheet
 - Certification Regarding Debarment form
 - DBE Commitment and Confirmation Letter
 - Attachment A- Employment Commitment Letters (if applicable)

(All items shall be on 8 1/2" X 11" and printed on one side with single-spaced type no smaller than 10 point, unless otherwise specifically indicated.)

2. Furnish current SF 330 Part II for each firm involved, and one (1) combined SF 330 Part I for the project team. Please follow the instructions included on the form, unless indicated otherwise within this RFP.
3. As referenced in SF 330 Part I, Section D (Organizational Chart of Proposed Team), a one (1) page organizational chart showing the teams staff proposed for this agreement and responsibilities is required to be included. Key personnel assignments should be indicated with an asterisk on the organizational chart. Key personnel shall include: Project Manager, Construction Manager, Senior Construction Inspector, Construction Inspector, Project Records Manager, Senior Scheduling Specialist, Environmental Permit Compliance Inspector, NACE Coating Technician Level II, Engineering Support.

4. Indicate key personnel resumes in SF 330 Part I, Section E (Resumes of Key Personnel Proposed for This Contract). Each resume shall be limited to one page per person with a font no less than 10 point. Furthermore, all individuals identified as Key Personnel in the EOI shall remain on the Consultant's Team for the duration of the procurement process and, if the consultant is awarded a contract, the duration of the contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the Department's Project Manager for approval, who, at his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Consultant's Team at any time during the procurement process may result in elimination of the Consultant's Team from further consideration.
5. In SF 330 Part I, Section F (Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract), limit example projects to no more than ten (10). Each project example shall not exceed one (1) page.
6. In SF 330 Part I, Section G (Key Personnel Participation in Example Projects), limit example projects to no more than ten (10). The example projects listed in Section G (#29) should match the example project list provided in Section F.
7. In SF 330 Part I, Section H (Additional Information), the consultant should detail the plan to assure the Department that the inspection staff submitted for evaluation will be available for the inspection services requested by the RFP. Section H of SF 330 Part I is limited to a maximum of ten (10) pages with a font no less than 10 point. This section should describe the organization of the proposed project staff indicating the role of each by individual. If subconsultants are proposed, the role of each subconsultant should be discussed. It should also include statements that are responsive to the attached Consultant Short List Score Sheet that will be used to evaluate your submission. List any computer and CADD equipment and any specialized computer software packages that you will use on this VDOT project.
8. It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmb.e.virginia.gov/>) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. The DBE contract goal for this procurement is 10%.

In accordance with the Governor's Executive Order No. 20, the Virginia Department of Transportation also requires a utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of state funded consultant contracts. A list of Virginia Department of Minority Business Enterprise (DMBE) certified SWaM firms is maintained on the DMBE web site (http://www.dmb.e.virginia.gov/swam_reports/dbe_listing.htm.gz) under the **SWaM Vendor Directory** link. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider SWaM firms as potential subconsultants. The consultant is encouraged to contact SWaM firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a SWaM firm whereby the SWaM

firm promises not to provide services to other consultants is prohibited.

If portions of the services are to be subcontracted to a DBE or SWaM, the following needs to be submitted with your EOI and both must reference the project number(s) for the services:

- Written documentation of the prime's commitment to the DBE or SWaM firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.
- Written confirmation from the DBE or SWaM firm that it is participating, including a description of the services to be performed and the percent of participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

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

Any DBE or SWaM firm must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If DBE or SWaM firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

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

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

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

9. If any firms involved with this submission currently have work with the Department, indicate the projects, the division managing the projects, the amount of outstanding fee remaining, and the estimated date of completion. For limited services term contracts, include only the amount of all tasks orders executed or under negotiation. Also, include your estimated fees for pending supplemental agreements and any

projects for which the firms have been selected, but have not executed an agreement. Work of affiliated and/or subsidiary companies is to be included. The outstanding workload of any Virginia Department of Minority Business Enterprise certified DBE or SWaM prime or subconsultant may be reduced up to \$4 million and the remainder (>\$0) shall be added to the team's total workload. When a DBE or SWaM firm graduates from the program, their workload incurred while a DBE or SWaM may be reduced up to \$4 million for the next three years. All new work obtained after graduating from the program will be counted. Work being performed under the Public Private Transportation Act (PPTA) shall not be included. Work being performed as a prime, joint venture, or subconsultant on a VDOT Design-Build project shall be included. The outstanding fee remaining is the maximum total compensation payable less the amount previously paid to date. Only Category C work will be counted in the scoring criteria. This information shall be submitted using the attached Present Workload with Department form. Please carefully read the instructions on the Present Workload with Department form.

10. Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly.

Affiliate - Any business entity which is closely associated to another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving are not considered affiliates.

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified. If more than one EOIs are submitted by an affiliate, or subsidiary company of an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or Joint Venture shall be disqualified.

11. In 4 page(s) or less, provide information that will indicate your firm's ability to manage the CEI cost while providing the services to meet the contractors progress for this project. Include in the overall approach how your firm will handle the following:
 - a. Managing staffing levels throughout the life of the project
 - b. Work stoppages / delays
 - c. Extended rainy periods or cold periods during construction

12. In 5 page(s) or less, please emphasize your qualifications in the following areas:
 - a. Coordination between two projects ensuring Work Zone Safety
 - b. Identify, manage, and minimize construction delays on large highway projects
 - c. Complex Bridge and Roadway Construction Inspection
 - d. Materials and Environmental Documentation
 - e. Claims Mitigation

13. A project approach discussion is neither required nor desired for this project.
14. Please indicate, by executing and returning the attached Certification Regarding Debarment forms, if your firm, subconsultant, subcontractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:
 - a. Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
 - b. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.
 - c. Does have a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Any of the above conditions will not necessarily result in denial of award, but it will be considered in determining offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in Federal criminal prosecution or administrative sanctions.

15. If the prime consultant or subconsultant does not have the in-house capability to provide non- professional services, each with an estimated cost of \$5,000 or greater, such as diving services, soil drilling, sampling services or laboratory testing, these services must be subcontracted in accordance with State procurement procedures once a contract is executed, with no DBE or SWaM credit in the selection of the most qualified firm or team. Clearly indicate these services in the EOI.
16. Each business entity (prime and subconsultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic analysis, geotechnical analysis and landscape architecture, should provide evidence including full size copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, as well as providing full size copies of appropriate individual registrations/licenses for those professional occupations per the requirements listed below. The EOI should convey the requested information for each regulant by the use of a concise table or matrix. (All full size copies of the Commonwealth of Virginia State Corporation Commission (SCC) and Department of Professional and Occupational Regulation (DPOR) supporting registration documentations should be included in the EOI and will not be counted towards page restriction):

.1 The Commonwealth of Virginia SCC registration detailing the name, registration number, type of corporation and status of the business entity.

.2 For this Project/Contract, the Commonwealth of Virginia DPOR registration information for each office practicing or offering to practice any professional services in Virginia: Provide the business name, address, registration type, registration number, expiration date.

.3 For this Project/Contract, the Commonwealth of Virginia DPOR license information for each of your Key Personnel practicing or offering to practice professional services in Virginia: Provide the name, the address, type, the registration number, and the expiration date. Provide the office location where each of the Key Personnel is offering to practice professional services.

.4 For this Project/Contract, the Commonwealth of Virginia DPOR license information for those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and Landscape Architects (e.g. real estate appraisal): the business name, the address, the registration type, the registration number, and the expiration date.

Failure to comply with the law with regard to those requirements in Virginia (whether federal or state) at the time of the EOI submittal regarding your organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature may render your EOI submittal(s), in the sole and reasonable discretion of the Department, non-responsive and in that event your EOI submittal(s) may be returned without any consideration or evaluation.

ADMINISTRATIVE

1. Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about entity formation can be found at <https://www.scc.virginia.gov/default.aspx>. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation <http://www.dpor.virginia.gov/>, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an Expression of Interest to the Department. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.
2. The Department will not consider for award any cost proposals submitted by any consultants and will not consent to subcontracting any portions of the contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
3. The method of payment for this contract will be cost plus fixed fee. This contract shall be performed and audited in compliance with cost principles contained in the Federal Acquisition Regulations (FAR) of Part 31 of Title 48 of the Code of Federal Regulations. The overhead rate shall be established by an audit by a cognizant government agency or independent CPA firm. Subconsultant contracts may be lump sum if they are for \$2 Million or less, have a clearly defined scope of work, and will take 2 years or less to complete. Based upon the procurement schedule, the approved escalation rate for this contract is 1%; .5% for year 1 and 1% for all subsequent years.
4. All firms submitting Expressions of Interest (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All architectural or engineering firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data along with a Contractor Cost Certification for indirect cost rates required by FHWA order 4470.1A dated October 27, 2010 to the Department within 10 work days of being notified of their selection, whereby an official of an architectural or engineering firm shall certify that the indirect cost rate submitted does not include any costs which are expressly unallowable and that the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48CFR31. A sample Contractor Cost Certification is available for architectural or engineering firm's use on VDOT website at <http://www.virginiadot.org/business/gpmps.asp>. Should any firm on the consultant team fail to

submit the required audit data and certification within the 10 work days, negotiations may be terminated by the Department and the next most qualified team invited to submit a proposal.

5. **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.

6. **Electronic EOI submittals are encouraged for this EOI, with the entire submittal in a single cohesive PDF file.** Submittals shall be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Please do not duplicate information

furnished in the SF 330 Part I and Part II elsewhere in the submittal. **All information must be submitted either electronically through VDOT's Falcon system or by mail (one hard copy) and received no later than 2:00 PM (local time prevailing) on 12/14/2016.** Responses received after this time will not be considered. Please note that electronic submittals are time stamped at the moment that a file *completes* uploading. The uploading process is sensitive to connection speed and file size – a 25 MB file may take 15 minutes to load. Please plan accordingly, so that the time stamp occurs prior to **2:00 pm, 12/14/2016.** An offeror choosing to submit the EOI through hard copy delivery must include one CD-ROM containing the entire submittal in a single cohesive PDF file. All text in the PDF file shall be searchable using Adobe Acrobat software except within illustrations and scanned registration documents.

- a. When submitting the Expression of Interest electronically, send a test file to insure that your computer software is compatible. The Falcon program will not accept files submitted using Firefox, Chrome or Safari web browsers. We recommend Internet Explorer 8, 9 or 10.
- b. Java needs to be loaded and working on the user's computer. Java version 6 and 7 will work.
- c. The file name field is limited to a maximum of 80 characters. File names cannot contain special characters such as an ampersand (&) or apostrophe (').
- d. Do not wait until the last minute to upload the EOI. The time required for the upload to complete has several variables, including the load on the system with multiple concurrent uploads.

All hard-copy deliveries shall be made to the following VDOT address:

Commonwealth of Virginia
Department of Transportation (VDOT)
Central Office Mail Center
Loading Dock Entrance
1401 E. Broad Street
Richmond, Virginia 23219
Attention: Wazirah N. Wallace

All electronic deliveries shall be made to the following VDOT Web address:

<http://falcon.virginiadot.org/falcon/>.

Any offeror needing access to submit an Expression of Interest to the Professional Services Procurement area on the Falcon Web Site must email the VDOT CADD Support Helpdesk at CADDSupport@VDOT.virginia.gov at least 7 business days prior to the submission date to request a Falcon login and password or to request that an existing Falcon account be given access.

The VDOT CADD Support Helpdesk phone numbers are:

LOCAL: (804) 786-1280

TOLL FREE: (888) 683-0345

HOURS: 7:30AM – 4:30PM Monday – Friday (Closed on State Holidays)

7. The Department assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
8. The Department does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
9. Any offeror who desires to protest the award of a contract shall submit such protest in writing to the Department no later than ten days after the announcement of the award. Public announcement of the award shall be posted on the Department's Business Center Internet site.
10. eVA Business-to-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal (<http://www.eva.state.va.us>), 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. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution through either eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. For more detail information regarding eVA, registrations, fee schedule, and transaction fee, use the website link: <http://www.eva.state.va.us>. All bidders or offerors must register in eVA; failure to register may result in the bid/proposal/expression of interest being rejected.
11. The required services will involve the handling of Critical Infrastructure Information/Sensitive Security Information (CII/SSI) material. Firm(s) handling CII/SSI material will be required to sign non-disclosure agreements. Individuals with the firm(s) that handle CII/SSI material will be required to sign non-disclosure agreements. Once negotiations have been completed and prior to executing a contract, personnel handling CII/SSI material, visiting Critical Infrastructure (CI) facilities or performing bridge/tunnel inspections may be required to pass a fingerprint-based Criminal History Background Check (CHBC). An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the selection and offerors will be allowed to replace those individuals. However, if key personnel fail the fingerprint-based CHBC, the selection may be cancelled and negotiations begun with the next ranked offeror. VDOT reserves the right to conduct fingerprint-based CHBC on all employees of the prime consultant, on any employees of subconsultants or on any proposed replacements during the term of the contract who will be involved in this project. All costs associated with the fingerprint-based CHBC are the responsibility of the prime consultant. A VDOT issued photo-identification badge is required for each employee of the prime consultant or any subconsultant who will need access to VDOT CI facilities or who will be performing bridge/tunnel inspections. Based upon the results of the fingerprint-based CHBC, VDOT reserves the right to deny issuance of a VDOT security clearance or a VDOT issued photo-identification badge.
12. Year 2000 Compliant (and Enablement) Warranty: The consultant warrants that all software, firmware and hardware product(s) delivered to the Department under any agreement, and which is

used in accordance with the product documentation provided by the consultant, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date- change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under the agreement discovered not to be Year 2000 compliant after acceptance shall be corrected by the consultant at no additional cost to the Department. Failure to correct the deficiency shall subject the consultant to default action.

The consultant shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under the agreement or for correcting any previously owned Department products that are used in combination with the Department's product(s). However, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the consultant shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.

FIRM DATA SHEET

Funding: F (S=State F=Federal)

Project No.: I-264/Witchduck Interchange

Division: Construction Division

EOI Due Date: 12/14/2016

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

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE

N = DBE or SWaM Firm Not Certified by DMBE

NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.

DMBE is the Virginia Department of Department of Small Business and Supplier Diversity

CERTIFICATION REGARDING DEBARMENT

PRIMARY COVERED TRANSACTIONS

(To be completed by a Prime Consultant)

I-264/Witchduck Interchange Project-Specific CEI Contract II

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

CERTIFICATION REGARDING DEBARMENT

LOWER TIER COVERED TRANSACTIONS

(To be completed by a Sub-consultant)

I-264/Witchduck Interchange Project-Specific CEI Contract II

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

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

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

CONSULTANT SHORT LIST SCORE SHEET – FEDERALLY FUNDED PROJECT
(FOR PROFESSIONAL SERVICES)

DIVISION: Hampton Roads Construction

EOI NO.: _____

PROJECT: 0264-134-102, C501

FIRM: _____

DESCRIPTION: I-264/Witchduck Interchange Project-Specific CEI Contract II

SUBS: _____

DATE: _____

		NUMERICAL VALUE				AVG.	WEIGHT	WEIGHTED EVALUATION
FIRM/TEAM'S EXPERIENCE IN SIMILAR TYPE OF SERVICES (Expertise, experience and qualifications of team in providing services as related to the scope of services) (1=least, 10=most)		1-10					25%	
PERSONNEL'S EXPERIENCE IN SIMILAR TYPE OF SERVICES (Expertise, experience and qualifications of team in providing services as related to the scope of services) (1=least, 10=most)		1-10					35%	
QUALIFICATIONS OF PROJECT MANAGER (Expertise, experience and qualifications in project management as related to the scope of services) (1=least, 10=most)		1-10					10%	
ORGANIZATIONAL CAPABILITY (Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants) (1=least, 10=most)		1-10					20%	
PRESENT WORKLOAD WITH DEPARTMENT (Dollar value of present outstanding fee including estimated pending contracts under negotiation. For limited services term contracts, include the amount of all task orders executed or under negotiation. Work being performed under the Public Private Transportation Act (PPTA) shall not be included. Work being performed as a prime, joint venture or sub-consultant on a Design-Build project shall be included.) † (Only Category C workload is counted on this selection*)	3,500,001-4,000,000	1					10%	
	3,000,001-3,500,000	2						
	2,500,001-3,000,000	3						
	2,000,001-2,500,000	4						
	1,500,001-2,000,000	5						
	1,000,001-1,500,000	6						
	750,001-1,000,000	7						
	500,001-750,000	8						
	250,001-500,000	9						
	0-250,000	10						
							TOTAL	

*CATEGORIES OF WORKLOAD:

- A - TERM SURVEYING AND UTILITY DESIGNATION/LOCATION CONTRACTS
- B - PRELIMINARY ENGINEERING CONTRACTS - includes transportation planning and environmental studies, utility relocation and design, and roadway and bridge design.
- C - CONSTRUCTION ENGINEERING CONTRACTS - includes construction inspection, preparation of final estimates, and bridge and traffic structure safety inspection.
- D - OPERATION AND MAINTENANCE CONTRACTS - includes operation and maintenance of traffic management systems.
- E - BRIDGE SAFETY INSPECTION CONTRACTS - includes bridge and traffic structure safety inspection.

† The outstanding workload of any certified DBE or SWaM prime and sub-consultant may be reduced up to \$4M and the remainder (>\$0) added to the team's total workload. When a DBE or SWaM firm graduates from the program, their workload incurred while a DBE or SWaM may be reduced up to \$4M for the next three years. Any new work obtained after graduating from the program will be counted.

In determining the final short list, the top ranked firms and their sub-consultants will have their VDOT Consultant Performance Reports reviewed and/or references checked.

ATTACHMENT A
Employment Commitment Letter

Date:

To:
Firm Name: Address:

Reference – Employment Commitment For

This letter is my commitment to your firm that should your firm become successful in obtaining a contract for construction inspection with the Virginia Department of Transportation I will be available to begin employment upon execution of the referenced inspection services contract.

Signed: _____ Date: _____

Printed Name: _____

ATTACHMENT B**VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR CONSULTANT PROJECTS****Use of Disadvantaged Business Enterprises (DBEs) for Project Specific Consultant Projects****A. Disadvantaged Business Enterprise (DBE) Program Requirements**

Any Consultant, subconsultant, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations, and the Virginia Department of Transportation's (VDOT or the Department) DBE Program rules and regulations in accordance with this Special Provision.

For the purposes of this provision, Consultant is defined as any individual, partnership, corporation, or Joint Venture that formally submits a Statement of Qualification or Proposal for the work contemplated there under; Consultant is defined as any individual, partnership, or Joint Venture that contracts with the Department to perform the Work; and subconsultant is defined as any supplier, manufacturer, or subconsultant performing work or furnishing material, supplies or services to the contract. The Consultant shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subconsultant having work for which it intends to claim credit.

In accordance with 49 CFR Part 26 and VDOT's DBE Program requirements as outlined in this Special Provision, the Consultant, for itself and for its subconsultants and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal DBE Program and State legal requirements. By submitting a Proposal on this contract, and by accepting and executing this contract, the Consultant agrees to assume these contractual obligations and to bind the Consultant's subconsultants contractually to the same at the Consultant's expense.

The Consultant and each subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Consultant exercises the right of appeal within the required timeframe(s) specified herein. Appeal requirements, processes, and procedures shall be in accordance with guidelines stated in **F** of this provision and current at the time of the proceedings. Where applicable, the Department will notify the Consultant of any changes to the appeal requirements, processes, and procedures after receiving notification of the Consultant's desire to appeal.

All time frames referenced in this provision are expressed in business days unless otherwise indicated. Should the expiration of any deadline fall on a weekend or holiday, such deadline will automatically be extended to the next normal business day.

B. DBE Certification

The only DBE firms eligible to perform work on a federal-aid contract for DBE contract goal credit are firms certified as Disadvantaged Business Enterprises by the Virginia Department of Small Business and Supplier Diversity (SBSD) or the Metropolitan Washington Airports Authority (MWAA) in accordance with federal and VDOT guidelines. DBE firms must be certified in the specific work listed for DBE contract goal credit. A directory listing of certified DBE firms can be obtained from the Virginia Department of Small Business and Supplier Diversity's website:

<http://www.sbsd.virginia.gov>.

C. DBE Program-Related Certifications Made by Offerors/Consultants

By submitting a Proposal and by entering into any contract on the basis of that Proposal, the Offeror/Consultant certifies to each of the following DBE Program-related conditions and assurances:

1. That the Offeror/Consultant agrees to comply with the project construction and administration obligations of the USDOT DBE Program, 49 CFR Part 26 as amended, and the Standard Specifications setting forth the Department's DBE Program requirements.
2. Consultant shall comply fully with the DBE Program requirements in the execution and performance of the contract. Consultant acknowledges that failure to fulfill the DBE subcontracting commitments made may result in sanctions being invoked for noncompliance.
3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The Consultant certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The Consultant further certifies that the Consultant shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a Consultant and a DBE whereby the DBE promises not to provide quotations for performance of work to other Consultants are prohibited.
4. Consultant shall make good faith efforts to obtain DBE participation in the proposed contract at or above the goal. The Offeror shall submit a written statement as a part of its Statement of Qualifications and/or Proposal indicating the Offeror's commitment to achieve the minimum requirement related to DBE goal indicated in Request for Qualification (RFQ) and/or Request for Proposal (RFP) for the entire value of the contract. The Offeror, by signing and submitting its Proposal, certifies the DBE participation information that will be submitted within the required time thereafter is true, correct, and complete, and that the information to be provided includes the names of all DBE firms that will participate in the contract, the specific work that each listed DBE firm will perform, and the creditable dollar amounts of the participation of each listed DBE.
5. Offeror further certifies, by signing its Proposal, it has committed to use each DBE firm listed for the work specified to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the Proposal, the Offeror certifies that good faith efforts will be made on work that it proposes to sublet; and that it will seek out and consider DBE firms as potential subconsultants. The Consultant shall, as a continuing obligation, contact DBE firms to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts.
6. Once awarded the contract, the Consultant shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBE firms at or above the amount or percentage of the dollar value specified in the proposal documents. Further the Consultant understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Consultant's own forces or those of an affiliate of the Consultant without the prior written consent of Department as set out within the requirements of this Special Provision.

7. Once awarded the contract, the Consultant shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBE firms. The designation and identity of this officer needs to be submitted only once by the Consultant during any 12 month period.
8. Once awarded the contract, the Consultant shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work with the DBE firm's own forces and equipment under the DBE firm's direct supervision, control, and management. Where a contract exists and where the Consultant, DBE firm, or any other firm retained by the Consultant has failed to comply with federal or Department DBE Program requirements, the Department has the authority and discretion to determine the extent to which the DBE contract regulations have not been met, and will assess against the Consultant any remedies available at law or provided in the contract.
9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the Consultant, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original Consultant in accordance with the requirements of this specification.

D. DBE Program Compliance Procedures

The following procedures shall apply to the contract for DBE Program compliance purposes:

1. **DBE Goal, Good Faith Efforts Specified:** At the time of the submittal of the Expression of Interest, the Offeror will include form C-48 PSC. This form represents the Consultants solicitation of subconsultants to be used for the contract to meet the DBE goal.

If, at the time of submitting the Expression of Interest, the offeror knowingly cannot meet or demonstrate good faith efforts in meeting the required DBE contract goal, form C-49 PSC shall be submitted.

Upon completion of negotiation, Form C-111 shall be submitted electronically or may be faxed to the Department, but in no case shall the offeror's Form C-111 be received later than two business days after the negotiated contract value has been determined. A revised Form C-48 must be received within ten (10) business days after the negotiated contract value has been determined.

If, at the time of submitting its offer, the offeror knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 PSC exhibiting the DBE participation it commits to attain. The offeror shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the negotiated contract value.

The top-ranked offeror must submit its properly executed Form C-112, Certification of Binding Agreement, with the C-111 two business days after the negotiated contract value has been determined. DBE offerors responding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBE firms as subconsultants.

If, after review of the selected Offeror, the Department determines the DBE requirements have not been met, the selected Offeror must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Department within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at:

<http://vdotforms.vdot.virginia.gov/>

If the most highly qualified (top-ranked) firm does not meet the goal or demonstrate a good faith effort, the Department may terminate negotiations and initiate negotiations with the number two-ranked firm.

2. Good Faith Efforts Described: Department will determine if Consultant demonstrated adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE firm participation sufficient to meet the DBE Program requirements and DBE Goal.

Good faith efforts may be determined through use of the following list of the types of actions the Consultant may make to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

- (a) Soliciting through reasonable and available means, such as but not limited to, pre-proposal meetings, advertising, and written notices to DBE firms who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. DBE firms shall have no less than five (5) business days to reasonably respond to the solicitation. Consultant shall determine with certainty if the DBE firms are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.
- (b) Selecting portions of the work to be performed by DBE firms in order to increase the likelihood that the DBE Goal will be achieved. This includes, where appropriate, breaking out work items into economically feasible units to facilitate DBE firm participation, even when the Consultant might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;
- (c) Providing interested DBE firms with adequate information about the scope and requirements of the contract in a timely manner, which will assist the DBE firms in responding to a solicitation;
- (d) Negotiating for participation in good faith with interested DBE firms;
 - 1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBE firms that were considered; dates DBE firms were contacted; a description of the information provided regarding the scope and requirements of the contract for the work selected for subconsultanting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBE firms to perform the work;
 - 2. Consultant should, using good business judgment, consider a number of factors in negotiating with subconsultants, and should take a DBE firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason for a Consultant's failure to meet the DBE goal as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a Consultant to perform the work with its own organization does not relieve the Consultant of the responsibility to make diligent good faith efforts. Consultants are not, however, required to accept higher quotes from DBE firms if the price difference can be shown by the Consultant to be excessive, unreasonable, or greater than would normally be expected by industry standards;
- (e) A Consultant cannot reject a DBE firm as being unqualified without sound reasons based on a thorough investigation of the DBE firm's capabilities. The DBE firm's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, are not legitimate causes for the rejection or non-solicitation of bids in the Consultant's efforts to meet the contract goal for DBE participation;

- (f) Making efforts to assist interested DBE firms in obtaining or related assistance or services subject to the restrictions contained in this Special Provision;
- (g) Effectively using the services of appropriate personnel from VDOT and from SBSB; available minority/women community or minority organizations; contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

E. Documentation and Administrative Reconsideration of Good Faith Efforts

During Proposal Submission:

In the Expression of Interest, the Offeror is expected to identify those firms whose participation in the contract will achieve the DBE contract goal requirements.

During Negotiation: If the Department changes the scope of services in such a fashion as to affect the ability of the firm to meet the DBE contract goal requirements, the Civil Rights Division will re-consider the goal and inform the Offeror of the revised goal.

If a DBE, through no fault of the Consultant, is unable or unwilling to fulfill his agreement with the Consultant, the Consultant shall immediately notify the Department and provide all relevant facts.

In order to award a contract to a Offeror that has failed to meet DBE contract goal requirements, the Department will determine if the Offeror's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE participation sufficient to meet the DBE Program and contract goal requirements.

As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, if the Offeror knowingly cannot meet or exceed the required DBE contract goal, the Offeror must submit Form C-49, DBE Good Faith Efforts Documentation. The Offeror shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain the DBE firm's participation in the proposed work.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Consultant may request an appearance before the Department's Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The Administrative Reconsideration Panel will be made up of Department Division Administrators or their designees, none of whom took part in the initial determination that the Consultant failed to make the DBE goal or make adequate good faith efforts to do so. After reconsideration, Department shall notify the Consultant in writing of its decision and explain the basis for finding that the Consultant did or did not meet the DBE goal or make adequate good faith efforts to do so. The decision of the Administrative Reconsideration Panel shall be administratively final.

During the Contract: If a DBE, through no fault of the Consultant, is unable or unwilling to fulfill his agreement with the Consultant, the Consultant shall immediately notify the Department and provide all relevant facts. If a Consultant relieves a DBE subconsultant of the responsibility to perform work under their subcontract, the Consultant is encouraged to take the appropriate steps to obtain another DBE firm to perform the remaining subcontracted work for the amount that would have been paid to the original DBE firm. In such instances, Consultant is expected to seek DBE participation towards meeting the goal during the performance of the contract.

Before the Consultant transmits to the Department its request to terminate and/or substitute a DBE subconsultant, the prime consultant must give notice in writing to the DBE subconsultant, with a copy to the Department, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime consultant must give the DBE firm five days to respond to the prime consultant's notice. The DBE firm may respond to the Department and the prime consultant the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the prime consultant's action.

If at any point during the execution and performance of the contract it becomes evident that the remaining dollar value of allowable DBE goal credit for performing the subcontracted work is insufficient to obtain the DBE contract goal, and the Consultant has not taken the preceding actions, the Consultant and any aforementioned affiliates may be subject to disallowance of DBE credit until such time as sufficient progress toward achievement of the DBE goal is achieved or evidenced.

Project Completion: If, at final completion, the Consultant fails to meet the DBE goal, and fails to adequately document that it made good faith efforts to achieve sufficient DBE goal, then Consultant and any prime contractual affiliates, as in the case of a joint venture, may be subject to sanctions being invoked for noncompliance.

Prior to such sanctions being invoked, the Consultant may submit documentation to the Department's designee to substantiate that failure was due solely to the elimination of the scope of work subcontracted to DBEs, or to circumstances beyond the Consultant's control and that all feasible means had been used to achieve the DBE goal. The Department's designee, upon verification of such documentation shall determine whether Consultant has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Consultant may request an appearance before the Department's Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The Administrative Reconsideration Panel will be made up of Department Division Administrators or their designees, none of who took part in the initial determination that the Consultant failed to make the DBE goal or make adequate good faith efforts to do so. After reconsideration, Department shall notify the Consultant in writing of its decision and explain the basis for finding that the Consultant did or did not meet the DBE goal or make adequate good faith efforts to do so.

The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to invoke sanctions for failure to perform any or all of the responsibilities contained herein, the Department may declare the Consultant to be non-responsive with respect to renewal and future contracts to include enjoinder from responding or participating on Department procurement opportunities for a period of 180 days.

F. DBE Participation for Contract Goal Credit

DBE participation on the contract will count toward meeting the DBE contract goal in accordance with the following criteria:

1. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE firm will be counted toward meeting the DBE goal in accordance with the **DBE Program-Related Certifications Made by Offerors/Consultant's** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself.
2. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Consultant may count toward the DBE goal only that portion of the total dollar value of the subcontract equal to the distinctly defined portion of the work that the DBE firm has performed with the DBE firm's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Consultant seeks to claim the goal credit.
3. When a DBE firm subcontracts part of the work to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE firm's subconsultant is a DBE firm. Work that a DBE firm subcontracts

to a non-DBE firm, or to a firm that may be eligible to be a DBE firm, but has not yet been certified as a DBE firm, will not count toward the DBE. The cost of supplies and equipment a DBE subconsultant purchases or leases from the Consultant or prime contractual affiliates, as in the case of a joint venture, will not count toward the DBE goal.

4. The Consultant may count expenditures to a DBE subconsultant toward the DBE goal only if the DBE performs a Commercially Useful Function (CUF) on that subcontract, as such term is defined in subparagraph G below.

G. Performing a Commercially Useful Function (CUF)

No credit toward the DBE goal will be allowed for payments or reimbursement of expenditures to a DBE firm if that DBE firm does not perform a CUF on that contract. A DBE firm performs a CUF when the DBE is solely responsible for execution of a distinct element of the work and the DBE firm actually performs, manages, and supervises such work with the DBE firm's own forces or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. To perform a CUF the DBE firm alone must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force. The amount the DBE firm is to be paid under the subcontract shall be commensurate with the work the DBE actually performs and the DBE goal credit claimed for the DBE firm's performance.

Monitoring CUF Performance: It shall be the Consultant's responsibility to confirm that all DBE firms selected for subcontract work on the contract, for which he seeks to claim credit toward the DBE goal, perform a CUF. Further, the Consultant is responsible for and shall confirm that each DBE firm fully performs the DBE firm's designated tasks in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. For the purposes of this Special Provision the DBE firm's equipment will mean either equipment directly owned by the DBE as evidenced by title, bill of sale or other such documentation, or leased by the DBE firm, and over which the DBE has control as evidenced by the leasing agreement from a firm not owned in whole or part by the Consultant or an affiliate of the Consultant.

Department will monitor Consultant's DBE involvement during the performance of the contract. However, Department is under no obligation to warn the Consultant that a DBE firm's participation will not count toward the goal.

DBE Firms Must Perform a Useful and Necessary Role in Contract Completion: A DBE firm does not perform a CUF if the DBE firm's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE firm participation.

DBE Firms Must Perform The Contract Work With Their Own Workforces: If a DBE firm does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE firm's contract with the DBE firm's own work force, or the DBE firm subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involve, Department will presume that the DBE firm is not performing a CUF and such participation will not be counted toward the DBE goal.

Department Makes Final Determination On Whether a CUF Is Performed: Department has the final authority to determine, in its sole discretion, whether a DBE firm has performed a CUF on the contract. To determine whether a DBE is performing or has performed a CUF, Department will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of the involvement of other firms' forces and equipment. Any DBE work performed by the Consultant or by employees or equipment of the Consultant shall be subject to disallowance under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated. When a DBE firm is presumed not to be performing a commercially useful function the DBE may present evidence to rebut the Department's finding. Department has the final authority to determine, in its sole discretion, whether a DBE firm has performed a CUF on the contract.

H. Verification of DBE Participation and Imposed Damages

Within fourteen (14) days after subcontract execution between Consultant and DBE subconsultants, the Consultant shall

submit to the Department's Civil Rights Office (CRO), a copy of the fully executed subcontract agreement for each DBE firm used to claim credit in accordance with the requirements stated on Form C-111. The subcontract shall be executed by both parties stating the work to be performed, the details or specifics concerning such work, and the price which will be paid to the DBE subconsultant.

The Consultant shall also furnish, and shall require each subconsultant to furnish, information relative to all DBE involvement on the project for each quarter during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63, DBE and SWAM Payment Compliance Report. The Department reserves the right to request proof of payment via copies of cancelled checks with appropriate identifying notations. Failure to provide Form C-63 to the CRO within five (5) business days after the reporting period may result in delay of approval of the Consultant's scheduled payment. The names and certification numbers of DBE firms provided by the Consultant on the various forms indicated in this Special Provision shall be exactly as shown on SBSB's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the Consultant. If DBE firms are used which have not been previously documented with the Consultant's minimum DBE requirements documentation and for which the Consultant now desires to claim credit toward the contract goal, the Consultant shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE firm beginning work. Form C-63 can be obtained from the VDOT website at: <http://vdotforms.vdot.virginia.gov/>

Prior to beginning any major component of the work to be performed by a DBE firm not previously submitted, Consultant shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any such DBEs for which Consultant seeks DBE goal credit. Consultant shall obtain the prior approval of the Department for any assistance it may provide to the DBE firm beyond its existing resources in executing its commitment to perform the work in accordance with the requirements listed in the **Good Faith Efforts Described** section of this Special Provision. If Consultant is aware of any assistance beyond a DBE firm's existing resources that Consultant, or another subconsultant, may be contemplating or may deem necessary and that have not been previously approved, Consultant shall submit a new or revised narrative statement for Department's approval prior to assistance being rendered.

If the Consultant fails to correctly complete and any of the required documentation requested by this Special Provision within the specified time frames, the Department will withhold payment until such time as the required submissions are received by Department. Where such failures to provide required submittals or documentation are repeated, Department will move to enjoin the Consultant and any prime contractual affiliates, as in the case of a joint venture, from responding or participating Department projects until such submissions are received.

I. Documentation Required for Semi-final Payment

Consultant must submit Form C-63 to the CRO sixty (60) days prior to date of final completion, set forth on the Baseline Schedule (as updated from time to time in accordance with the contract). The form must include each DBE firm used on the contract and the work performed by each DBE firm. The form shall include the actual dollar amount paid to each DBE firm for the accepted creditable work. The form shall be certified under penalty of perjury, or other applicable legal requirements, to be accurate and complete. Department will use this certification and other information available to determine applicable DBE credit allowed to date by Department and the extent to which the DBE firms were fully paid for that work. The Consultant acknowledges by the act of filing the form that the information is supplied to obtain payment regarding the contract as a federal participation contract. A letter of certification, signed by both the Consultant and appropriate DBE firms, will accompany the form, indicating the amount that remains to be paid to the DBE firm(s).

J. Documentation Required for Final Payment

In anticipation of final payment, Consultant shall submit a final Form C-63 marked "Final" to the CRO, within thirty (30) days of the anticipated date of final completion, as set forth on the Baseline Schedule (as updated from time to time in accordance with the contract). The form must include each DBE firm used on the contract and the work performed by each DBE firm. The form shall include the actual dollar amount paid to each DBE firm for the creditable work. Department will use this form and other information available to determine if Consultant and DBE firms have satisfied the DBE goal

and the extent to which credit was allowed. Consultant acknowledges by the act of signing and filing the form that the information is supplied to obtain payment regarding the contract as a federal participation contract.

K. Prompt Payment Requirements

In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4347 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from the Department, or shall notify the Department and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. Invoices shall be submitted no more frequently than once every 30 calendar days and not less than every 60 calendar days. Sub-consultant invoices must be submitted within 60 calendar days of receipt by the Consultant.

For purposes of this Special Provision, a subconsultant's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by Department. If Department has made partial acceptance of a portion of the contract, then Department will consider the work of any subconsultant covered by that partial acceptance to be satisfactorily completed.

Upon Department's payment of the subconsultant's portion of the work as shown on the application for payment and the receipt of payment by Consultant for such work, the Consultant shall make compensation in full to the subconsultant for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the subconsultant's portion of the work shall mean the Consultant has issued payment in full, to the subconsultant for that portion of the subconsultant's work that Department paid to Consultant pursuant to the applicable application for payment.

By accepting and executing this contract, the Consultant agrees to assume these obligations, and to bind the Consultant's subconsultants contractually to these obligations.

Nothing contained herein shall preclude Consultant from withholding payment to the subconsultant in accordance with the terms of the subcontract in order to protect the Consultant from loss or cost of damage due to a breach of the subcontract by the subconsultant.

L. Miscellaneous DBE Program Requirements

Loss of DBE Eligibility: When a DBE firm has been removed from eligibility as a certified DBE firm, the following actions will be taken:

1. When a Consultant has made a commitment to use a DBE firm that is not currently certified, thereby making the Consultant ineligible to receive DBE goal credit for work performed, the ineligible DBE firm's work does not count toward the DBE goal. Consultant shall meet the DBE goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the CRO that it has made good faith efforts to do so.
2. When a Consultant has executed a subcontract with a DBE firm prior to official notification of the DBE firm's loss of eligibility, Consultant may continue to use the firm on the contract and shall continue to receive DBE credit toward DBE goal for the subconsultant's work.
3. When Department has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after VDOT issued the notice of its ineligibility shall be counted toward the contract goal.

Termination of DBE: If a DBE subconsultant is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, Consultant must promptly request approval to substitute or replace that DBE firm in accordance with this section of this Special Provision.

Consultant, shall notify DCRO in writing before terminating and/or replacing the DBE firm that is being used or represented to fulfill DBE-related contract obligations during the term of the contract. Written consent from the DCRO for terminating the performance of any DBE firm shall be granted only when the Consultant can demonstrate that the DBE firm is unable, unwilling, or ineligible to perform its obligations for which the Consultant sought credit toward the DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a DBE firm shall not be based on the Consultant's ability to negotiate a more advantageous contract with another subconsultant whether that subconsultant is, or is not, a DBE firm.

1. All Consultant requests to terminate, substitute, or replace a DBE firm shall be in writing, and shall include the following information:
 - (a) The date the Consultant determined the DBE to be unwilling, unable, or ineligible to perform.
 - (b) The projected date that the Consultant shall require a substitution or replacement DBE to commence work if consent is granted to the request.
 - (c) A brief statement of facts describing and citing specific actions or inaction by the DBE firm giving rise to Consultant's assertion that the DBE firm is unwilling, unable, or ineligible to perform;
 - (d) A brief statement of the DBE firm's capacity and ability to perform the work as determined by the Consultant;
 - (e) A brief statement of facts regarding actions taken by the Consultant, that Consultant believes constitute good faith efforts toward enabling the DBE firm to perform;
 - (f) The current percentage of work completed by the DBE firm;
 - (g) The total dollar amount currently paid for work performed by the DBE firm;
 - (h) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and with which the Consultant has no dispute;
 - (i) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the Consultant and/or the DBE firm have a dispute.
2. Consultant's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

Consultant shall send a copy of the "request to terminate and substitute" letter to the affected DBE firm and make best efforts to ensure its receipt by the DBE firm, in conjunction with submitting the request to the DCRO. The DBE firm may submit a response letter to the DCRO and Department within two (2) business days of receiving the notice to terminate from the Consultant. If the DBE firm submits a response letter, then Consultant shall, as part of its subcontract, obligate the DBE firm to explain its position concerning performance on the committed work. The Department will consider both the Consultant's request and the DBE firm's response and explanation before approving the Consultant's termination and substitution request.

If, after making its best efforts to deliver a copy of the "request to terminate and substitute" letter, the Consultant is unsuccessful in notifying the affected DBE firm, the Department will verify that the DBE firm is unable or unwilling to continue performing its subcontract let with respect to the contract. Department will timely approve the Consultant's request for a substitution.

3. Proposed Substitution of Another Certified DBE

Upon termination of a DBE firm, Consultant shall use reasonable good faith efforts to replace the terminated DBE firm. The termination of such DBE firm shall not relieve Consultant of its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm's subcontract will not be counted toward the DBE goal.

When a DBE substitution is necessary, the Consultant shall submit an amended Form C-111 to the DCRO for approval with the name of another DBE firm, the proposed work to be performed by that DBE firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the original DBE firm.

Should Consultant be unable to commit the remaining required dollar value to the substitute DBE firm, the Consultant shall provide written evidence of good faith efforts made to obtain the substitute value requirement. Department will review the quality, thoroughness, and intensity of those efforts. Efforts that are viewed by Department as merely superficial or pro-forma will not be considered good faith efforts to meet the DBE goal. Consultant must document the steps taken that demonstrated its good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

M. Suspect Evidence of Criminal Behavior

Failure of Consultant or any subconsultant to comply with the Standard Specifications, this Special Provision, or any other contract document wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.

Suspected DBE Fraud

In appropriate cases, Department will bring to the attention of the United States Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

N. Availability of Records

Requests for information concerning any aspect of the DBE Program, the Department complies with provisions of the Federal and Virginia Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a) and Code of Virginia § 2.2 -3700.