

**County of Pulaski  
Request for Proposal**

**General Engineering Services**

**Table of Contents**

Please check  
Enclosed

	Page	Subject
_____	<u>1-2</u>	Advertisement and/or Public Notice
_____	<u>3-6</u>	Specifications
_____	<u>7-8</u>	Response to Solicitation
_____	<u>9-12</u>	Special instructions, specifications, or requirements
_____	<u>13</u>	Insurance and indemnification guarantees or bond requirements
_____	<u>14</u>	Engineer's and Architect's Policy on non- discrimination
_____	<u>15</u>	Drug free workplace maintenance by contractor
_____	<u>16</u>	VDOT FHWA Funded Project Requirements
_____	<u>17</u>	DHCD-CDBG Requirements
<u>NA</u>	<u>NA</u>	Notice of Pre-proposal or Pre-Bid Conference (If one is to be held)

NOTICE TO VENDORS, CONTRACTORS, PROPOSERS: Please verify that all attachments listed and marked as enclosed are present in the proposal package. Please notify the County of Pulaski of any discrepancies immediately. Failure on the part of any vendor, contractor, or proposer will not relieve same from meeting any and/or all requirements of any documents inadvertently omitted.

**ADVERTISEMENT AND PUBLIC NOTICE  
REQUEST FOR PROPOSALS**

*General Engineering Services – Term Contract*

The Pulaski County Board of Supervisors, the Pulaski County Public Service Authority, the Pulaski County Economic Development Authority, the Pulaski County Wireless Authority, the Pulaski County School Board and the New River Valley Regional Commission (Hereinafter referred to as “Agencies”) are seeking non-exclusive proposals from qualified engineering firms to provide professional engineering services, on an as needed basis. It is anticipated that one or more firms may be selected to provide the services requested using the competitive negotiation procedure for professional services, as outlined in the Virginia Public Procurement Act. The contract will generally include, but shall not be limited to, civil/environmental engineering, land surveying and geo-graphic information systems and mapping, planning and design services, as needed, for site development, roadway development, water distribution and wastewater collection system projects. Future projects, which provide a sample of the types of projects anticipated to be awarded through the term contract, are as follows:

- Refuse Convenience Center – Draper
- 5-year Water Tank Inspection and Prioritization
- Annual Tank Painting Project – Dublin Tank
- Water Line Replacement Project – 2023
- Belspring Estates Mobile Home Park Water/Sewer PER
- Hatcher Road Re-alignment/Rte. 11 intersection/signalization
- New River Water Trail Project – Boat Launch(s) and Parking Area(s)

Proposals are due no later than 2:00 p.m., Friday June 9, 2023. Any proposals received after this deadline may be returned to the offerer unopened. The County reserves the right to reject any and all proposals, and/or divide any project into sections.

Disadvantaged Business Enterprises (small or minority and/or women owned firms) are encouraged to submit proposals. MBE/WBE firms are encouraged to submit proposals.

The Agencies are equal opportunity/affirmative action employers and will not discriminate on the basis of race, creed, color, national origin, age, or handicap. The Engineer must certify that they do not, or will not, maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin; that they will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Engineer. The Agencies do not discriminate against faith-based organizations.

The Engineer shall comply with the President’s Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President’s Executive Orders #12138 and #11625 regarding utilization of MBE/WBE firms; and the Civil Rights Act of 1964.

Inquiries and requests for proposal packets should be addressed to:

Jared L. Linkous, P.E.  
County Engineer  
County of Pulaski  
143 Third Street, NW, Suite 1  
Pulaski, VA 24301  
540-980-7710  
540-980-7717 (FAX)

Note to newspaper:

Please print in the legal section of The Southwest Times on Sunday, May 7, 2023.

Public notice Posted on **Monday, May 8, 2023** by **Ashley Edmonds**

## **SPECIFICATIONS REQUEST FOR PROPOSALS**

The Pulaski County Board of Supervisors, the Pulaski County Public Service Authority, the Pulaski County Economic Development Authority, the Pulaski County Wireless Authority, the Pulaski County School Board and the New River Valley Regional Commission (Hereinafter referred to as “Agencies”) are seeking non-exclusive proposals from qualified engineering firms (Hereinafter referred to as “Engineers”) to provide professional engineering services, on an as needed basis. The Agencies may select one or more Engineers to provide the services requested using the competitive negotiation procedure for professional services as outlined in the Virginia Public Procurement Act. The contract will generally include, but shall not be limited to, civil/environmental engineering, land surveying and geo-graphic information systems and mapping, planning and design services, as needed, for site development, transportation, water distribution and wastewater collection system projects. Future projects, which provide a sample of the types of projects anticipated to be awarded through the term contract, are as follows:

- Refuse Convenience Center – Draper
- 5-year Water Tank Inspection and Prioritization
- Annual Tank Painting Project – Dublin Tank
- Water Line Replacement Project – 2023
- Belspring Estates Mobile Home Park Water/Sewer PER
- Hatcher Road Re-alignment/Rte. 11 intersection/signalization
- New River Water Trail Project – Boat Launch(s) and Parking Area(s)

Optional services that some Engineers may not be equipped to provide and therefore; rely upon specialized sub-consultant engineering services include, but are not limited to, electrical engineering, geotechnical engineering, mechanical engineering, structural engineering, transportation engineering, architecture, landscape architecture, and construction inspection. Engineers may respond to all disciplines of this request or only one. Proposals should clearly identify services provided, sub-consultants to be utilized, and previous work experience with any sub-consultants referenced.

The contract shall be in effect from the date of signature by the Agencies for a one-year period. The contract may be renewed at the discretion of the Agencies for up to three successive one-year terms. The sum of all project orders in one contract term shall not exceed \$10,000,000, and no individual project order will exceed \$2,500,000. The Agencies shall enter into a contract with general terms negotiated with the selected Engineers. The Agencies reserve the right to issue other proposals for services during the contract term.

It is anticipated that contracts for specific project assignments may include additional terms to comply with specific funding agency requirements for each project. Virginia Department of Transportation (VDOT) requirements for Federally Funded Projects have been included at the end of this proposal as Attachment No. 1 – VDOT FHWA Funded Project Requirements. Department of Housing and Community Development (DHCD) Community Development Block Grant (CDBG) requirements have been included at the end of this proposal as Attachment No. 2 – DHCD-CDBG Requirements. Funding sources may include local, state, or federal funds.

Disadvantaged Business Enterprises (small or minority and/or women owned firms) are encouraged to submit proposals. MBE/WBE firms are encouraged to submit proposals.

The Agencies are equal opportunity/affirmative action employer and will not discriminate on the basis of race, creed, color, national origin, age, or handicap. The Engineer must certify that they do not, or will not, maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin; that they will not discriminate against any employee or applicant for employment because of

race, religion, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Engineer. The Agencies do not discriminate against faith-based organizations.

The Engineer shall comply with the President's Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President's Executive Orders #12138 and #11625 regarding utilization of MBE/WBE firms; and the Civil Rights Act of 1964.

### **Scope of Services:**

These services will consist of competent professional and technical engineering services required to prepare preliminary engineering reports, construction drawings, specifications, and bid documents along with a detailed estimate of the construction costs for, but not limited to, the following: site development, transportation, water distribution, wastewater collection, and water treatment projects. These duties shall include the generation or acquisition of field surveys, materials testing, geotechnical and soils investigations, subaqueous investigations, investigations for contaminated soils, and other pertinent information, if required for the proper design of a project. The Engineers will provide all labor materials and equipment necessary for completion of the project as a part of the responsibility to provide professional engineering services. The design services shall be consistent with sound engineering practices and shall meet all applicable codes, regulations, grant or funding requirements and appropriate standards (including local, state and federal agencies) when working with public projects. These services may also include administration of the bidding process, including coordinating the advertising of a project for bidding, bidder prequalification, plan disbursement, processing and preparation of addendums, attending bid openings, preparing bid tabulations, analysis of bids, and recommending an acceptable bidder in compliance with all applicable laws, regulations and rules, including without limitation the Agencies purchasing policies.

Contract documents, plans, and specifications prepared by Engineers will be in accordance with local, state, federal, and industry standards and approved by the Agencies. All plans, original drawings, electronic files, specifications, reports, photographs, and other documents relative to a project, which the Engineers prepare, or cause to be prepared, in connection with services performed, shall be delivered to and become the property of the Agencies. Also, all sketches, charts, and other data prepared by the Engineers shall be available to the Agencies upon request. The Engineers shall be responsible for the preparation of any required permit applications, including any necessary drawings and supporting information and shall assist the Agencies in obtaining permits, where necessary.

The Agencies utilize numerous funding sources to complete projects. The Engineer should be able to demonstrate experience with various State and Federal funding programs, including but not limited to the following:

- United States Department of Agriculture, Rural Development
- United States Economic Development Administration, Public Works program
- Virginia Department of Health, Office of Drinking Water, various planning/design and construction programs
- Virginia Department of Environmental Quality, various water programs
- Virginia Department of Transportation, various Local Assistance Division programs, including familiarity with the Locally Administered Projects Manual
- Virginia Department of Housing and Community Development, Community Development Block Grant and Appalachian Regional Commission programs
- Virginia Department of Conservation and Recreation, various recreation planning and land conservation programs

A general description of the types of services that may be required are as follows:

1. General Engineering

The general engineering services being requested, and described previously, primarily consist of, but are not limited to, civil engineering planning, design, and construction administration services for site development, transportation, water distribution, wastewater collection, and water treatment facilities. Site development projects are anticipated to include plans for grading, erosion and sediment control, stormwater pollution prevention, and stormwater management. Transportation projects are anticipated to include both new and improvements to existing State maintained roadways and recreational trails in accordance with VDOT policies and procedures and Federal Highway administration guidelines. Water system projects are anticipated to include both new and rehabilitation/replacement projects for water distribution mains, booster pump stations, storage tanks, and water treatment facilities. Wastewater system projects are anticipated to include both new and rehabilitation/replacement projects for gravity wastewater collection mains, lift stations, and sanitary force mains.

2. Surveying

The surveying services requested primarily consist of, but are not limited to, obtaining all necessary dimensions, utilities, property limits, physical and function data as well as conducting topographic and planimetric surveys relating to general engineering projects. Services may include preparation of plats with property descriptions, setting pin corners, concrete monuments, preparing utility maps and plats, using differential and TKN GPS, creating witness cards & elevation certificates, and performing FEMA certified floodplain analysis as well as submissions to FEMA of CLOMR's, LOMR, CLOMA and LOMA's on behalf of the Agencies.

3. Construction Inspection

Services being requested may include, but are not limited to, review/approval, advice and consultation in matters pertaining to shop drawings, change orders, guarantees, pay estimates, and other related items. During Construction and Inspection Services, project administration may include, but is not limited to, conducting preconstruction meetings, holding progress meetings, preparing meeting notes and progress reports, updating progress on web sites, preparing pay estimates, and coordinating all parts of the project with the Agencies. These services will consist of competent professional construction and inspection services to adequately assure that the work has been completed in compliance with the approved construction drawings and specifications. The Engineers shall consult with and advise the Agencies on all aspects of the project and act as the Agency's professional representative for the project, and perform the duties as the project engineer.

4. Geotechnical Engineering

These duties may be project specific in providing soil borings, reviewing pavement design, and similar activities. They may also involve general civil support services such as reviewing developer reports, density and material testing on privately funded public projects, aiding in public works road maintenance, or providing general technical advice on soils and materials issues, as directed by the Agencies.

As projects are identified, the Agencies will issue a request for proposal for engineering services from one or more of the selected firms, deemed to have documented expertise in the particular area of work to be performed. Proposals received by the Agencies will identify staff to be assigned to the project, projected work

load, and estimated schedule to complete. The top-ranking Engineer will be asked to provide a fee estimate. If an agreement cannot be made regarding the fee, the next highest-ranking Engineer will be asked to provide a fee estimate. Selection of an engineer for each proposed project will be based upon the above described factors and process.

## **Proposal Contents:**

The respondent's proposal for professional services must include the following:

1. Each proposal shall be transmitted along with a cover letter of not more than two pages.
2. Name, address and telephone of contact person.
3. Engineer's Virginia State Registration Number and classification.
4. Table of Contents
5. Statement of understanding of the scope of services presented in this RFP and the role of your firm in accomplishing the scope of services.
6. Clearly identify services being offered by your firm and any sub-consultants to be utilized. Document previous work experience with any sub-consultants to be used.
7. A description of projects in which the firm has participated during the past three (3) years giving a description of the involvement of the firm in the project, description of the size and value of the project, and the names and phone numbers of references who may be contacted.
8. A biographical sketch and qualifications of members of the firm who will be performing work.
9. A timetable outlining the availability of staff.
10. Family relationship of any personnel in the proposer's firm to any employee of the Agencies, as well as name and addresses of such personnel.
11. Proposals shall be signed by an authorized representative of the offeror. All requested information must be presented. Failure to do so may result in the proposal being considered not responsive and, thus rejected.
12. In order to be considered for selection, offerors must submit complete response(s) to this RFP to the Office of the County Engineer.
13. Each copy of the proposal shall be bound in a single volume, where practical. All documentation submitted with the proposal shall be bound in that single volume.
14. Offerors who submit a response to the RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the offeror to clarify or elaborate on their proposal. It will not alter the proposal. If there is an oral presentation, it will be at the offeror's expense. Oral presentations are discretionary; therefore, proposals should be complete. However, if scheduled, the Agencies will designate a convenient time and place.

## **Proposal Evaluation:**

Evaluation of proposals will be based upon, information contained in the proposal. The following criteria will be utilized to rank respondents:

1. Qualifications and experience of firm with similar types of projects and with similar types of clients.
2. Qualifications and experience of project manager identified to work on projects and with similar types of clients.
3. Qualifications and experience of personnel identified to work on projects and with similar types of clients.
4. Experience with Local, State, and Federal regulatory requirements.
5. Experience with Local, State, and Federal funding agencies.
6. Availability of resources necessary for completion of projects.

## **Selection Procedure:**

The Agencies, or their authorized selection committee, will review all proposals and select respondents deemed best qualified, responsive, and suitable for the type of projects anticipated. Depending upon the number of qualified responders, it is anticipated that a minimum of three (3) firms will be shortlisted and



interviews conducted. At the conclusion of the interviews, the firms will be ranked in order of preference, and contract negotiations will begin with one or more of the respondents. The Agencies reserve the right to reject any and all proposals, waive any formalities, and/or divide any project into sub-sections. The procurement of these services will comply with the Virginia Public Procurement Act.

During the term of an anticipated agreement, in the event the engineer which is selected as the first preference is unable to respond to a request to complete a project in a timely manner, due to the commitments of the engineer, the Agencies will proceed to negotiate with the engineer who is ranked next in preference. Note: This proposal is requesting professional services on an as needed basis and one or more contracts may be awarded and negotiated using the competitive negotiation procedure for professional services as outlined in the Virginia Public Procurement Act.

## GENERAL TERMS AND CONDITIONS:

1. Vendor's Manual - This solicitation is subject to the provisions of the Commonwealth of Virginia Public Procurement Act and any revisions thereto, which are hereby incorporated into this contract in their entirety.
2. Applicable Laws and Courts – This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
3. Ethics in Public Contracting – By submitting their bids or proposals, bidders and offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror or supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
4. Immigration Reform and Control Act of 1986 – By submitting their bids or proposals, the bidders or offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
5. Debarment Status – By submitting their bids or proposals, bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.
6. Antitrust – By entering into contract, the Contractor conveys, sells, assigns, and transfers to the Agencies all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Agencies.
7. Clarification of Terms – If any prospective bidder or offeror has questions about the specifications or other solicitation documents, the prospective bidder or offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Agencies.
8. Form – All responses to a Request for Proposal (RFP) must be on the offerors letterhead or form. Responses to an RFP should address all aspects of the request and must include a signature of the offeror. All offers must be submitted in a sealed envelope plainly marked “General Engineering Services”, date and time.
9. Opening Date/Time – Offers and amendments thereto, or withdrawal of proposals submitted, if received by the Agencies after date and time specified for scheduled opening will not be considered. It will be the responsibility of the offeror to see that his offer is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, email, or telegraphic proposals (including fax) will not be accepted.
10. Inconsistencies in Conditions – In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, and/or other schedules contained herein, the latter two shall take precedence.
11. Invoices – Invoices for items ordered, delivered and accepted shall be submitted by the Engineer directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number.
12. Payment Terms – Any payment terms requiring payment in less than 30 days will be regarded as requiring 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
13. Qualification of Bidders or Offerors – The Agencies may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder or offeror to perform the work/furnish the item(s) and the Engineer or offeror shall furnish to the Agencies such information or data for this purpose as may be requested. The Agencies reserve the right to reject any bid or proposal if the evidence submitted by, or

investigations of, such bidder or offeror fails to satisfy the Agencies that such bidder or offeror is properly qualified to carry out the obligations to the contract and to complete the work/furnish the item(s) contemplated therein.

14. Assignment of Contract – A contract shall not be assignable by the Engineer in whole or in part without the written consent of the Agencies.
15. Changes to the Contract – The Agencies Board Chairman or their designee may, upon mutual agreement with the firm, issue written modifications to the scope of work/specifications of the contract, and within the general scope thereof.
16. Execution – All work/performances shall be in accordance with all local, state and federal codes, laws and regulations, including but not limited to: Virginia (VA) Conflict of Interest Act, VA Fair Employment Contracting Act, VA Freedom of Information Act, VA Prompt Payment, VA Public Procurement Act.

SPECIAL TERMS AND CONDITIONS:

1. Advertising – In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Agencies have purchased or uses its products or services.
2. Audit – The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Agencies, whichever is sooner. The Agencies, their authorized agents, county and/or State auditors shall have full access to and the right to examine any of said material during said period.
3. Rejection of Proposals – The Agencies Board Chairman may cancel this request for proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). Should it be determined in writing that only one offeror is clearly more qualified than the other under consideration, a contract may be negotiated and awarded to the offeror.
4. All Documents – which the Engineer is required to execute under this agreement, shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided, however, if the board of directors of the corporation authorized another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In case of an individual or partnership, the individual to be bound shall sign, and each partner to be bound shall sign the document(s).
5. Identification or Bid/Proposal Envelope – If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
Name of Bidder/Offeror

Due Date: \_\_\_\_\_

\_\_\_\_\_  
Street or Box Number

Time: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

Jared L. Linkous  
Name of Contract/Purchase Officer or Buyer

General Engineering Services  
RFP Title

Proposals and inquiries should be addressed to:

Jared L. Linkous, P.E.  
County Engineer  
143 Third Street, N.W., Suite 1  
Pulaski, VA 24301  
(540) 980-7710  
(540) 980-7717 FAX  
e-mail: [jlinkous@pulaskicounty.org](mailto:jlinkous@pulaskicounty.org)

If a bid/proposal not contained in the special envelope is mailed, the bidder/offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or any other bids/proposals should be placed in the envelope.

6. Ownership of Materials – Ownership of data, material and documentation originated and prepared pursuant to the Request for Proposal shall belong exclusively to the Agencies and is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or priority information submitted by an offeror shall not be subject to public disclosure under the Act; however, the offeror must narrowly specify and identify the data or other materials to be protected and state the reasons why such protection is necessary.
7. Contract Disputes – In accordance with Section 11-69 of the Code of Virginia, claims arising out of this contract, whether for money or other relief, may be submitted to the Agencies by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Chairman of the Board at the address shown on this solicitation.
8. Patent/Copyright Protection – Engineer, at his own expense, will defend any suit which may be brought against the Agencies for the infringement of United States Patents or copyrights arising from the Engineer's or the Agency's use of any equipment, software, materials or information prepared or developed in connection with performance of the contract and in any such suit. Contractor will satisfy any final judgment of award for such infringement subject to Section 2.1-127 of the Code of Virginia. This is upon the condition that:
  - a. The Engineer is notified of the suit within a reasonable amount of time after the Agencies become aware of it; and
  - b. The Engineer has the full right and opportunity to conduct the defense of any such action. If, however, principles of governmental or public law are involved, the Agencies may, at their option, participate in the defense of any such action. The Engineer shall not indemnify the Agencies against any claim of infringement arising out of the equipment, software materials or information made or modified to the Agency's own specifications or design, or any equipment, software, materials or information not supplied by the Engineer.

If in the Engineer's opinion the equipment, software, material or information furnished hereunder is likely to or does become the subject or claim of infringement of the United States Patents or Copyrights, then without diminishing contractor's obligation to satisfy and final award, Engineer may, at this option, substitute for the alleged infringing equipment, software, materials or information modifications suitably satisfactory to the Agencies or at the Engineer's option and expense, obtain the right for the Agencies to continue the use of such equipment, software, materials or information. If the use of such equipment, software, materials or information by the Agencies shall be prevented by permanent injunction, or Engineer's inability to procure the right for the Agencies to continue using the equipment, software, materials or information at a reasonable cost, the Engineer agrees to take the infringing equipment, software, materials or information and refund the total amount the Agencies have paid Engineer under said agreement, less three (3) percent of the total paid for each month of use by the Agencies for the first twelve (12) months and two (2) percent of the total for each month of use after the first twelve months.

9. Non-Appropriation – All funds for payment of equipment and maintenance service items ordered under this contract are subject to the availability of appropriation for this purpose. In the event of non-appropriation of funds for the items under this contract, the Agencies will terminate this contract for those items for which funds have not been appropriated. Written notice will be provided to the Engineer as soon as possible after action is completed.
10. Termination and Cancellation – The Agencies shall have the unilateral right to terminate this contract or Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement; (a) the offeror shall fail to deliver the services required by this contract, or (b) the offeror shall repeatedly fail to respond to request for services within the time limits set forth in the contract, or (c) the offeror shall breach any of the other cure after receiving a “Show Cause Notice” identifying the failure, then providing the vendor ten (10) days to cure the failure/non-performance. If the offeror fails to answer the cure notice or does not correct the deficiencies noted, the Agencies may immediately terminate the agreement for Default. In such event, the Agencies will only be liable for cost incurred to the date of termination. The Agency’s failure to exercise the right to terminate for default under this provision shall not be construed as a waiver to the right to terminate, rescind or revoke this contract in the event of any subsequent breach of any provisions of this agreement.
11. Any resulting contract in response to the RFP shall be governed in accordance with the laws of the Commonwealth of Virginia. If any term or provision of this RFP shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of this RFP shall remain in full force and effect, and such term or provision shall be deemed null and void.
12. Independent Contractor – The Firm(s) shall not be an employee of the Agencies, but shall be an independent offeror. The Engineer shall indemnify and hold the Agencies harmless with respect to all withholding, social security, unemployment compensation and all other taxes or amount of any kind relating the employment of any of the persons providing services to the Agencies with respect to this agreement.
13. Coordination of Work – Offeror shall coordinate the work with the Agencies for the timely completion of work.
14. Damages – Any damage to property resulting from the performance of this contract shall be repaired to the Agency’s satisfaction at the Engineer’s expense.
15. Additional Projects – The Agencies reserve the right to solicit additional request for proposals for additional projects which may develop during the time of the contract as may be in the best interest of the Agencies. Any determination to solicit additional request for Proposals will be in the sole discretion of the Agencies.

## INSURANCE AND INDEMNIFICATION GUARANTEE

### 1. Indemnification and Hold Harmless Requirements

1.1 To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless the Agencies, their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, including but not limited to any such claim, damage, loss or expense which is attributable to the bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use or omission of the Engineer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a claim against the Engineer or his Subcontractor arising from any work or property that must be restored, repaired or replaced because of Engineer's or Subcontractor's work being incorrectly or improperly performed. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

1.2 In any and all claims against the Agencies or any of their agents or employees by any employee of the Engineer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Engineer or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other Employee benefit acts.

### 2. Engineer's Liability Insurance and Other Insurance

2.1 The Engineer shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the Engineer's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including but not necessarily limited to, the following:

1. claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employee;
3. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an act or offense directly or indirectly related to the employment of such person by the Engineer, or (2) by any other person;
5. claims for damages, other than to the work itself, because of injury to destruction of real or tangible property, including loss of use resulting there from; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle

2.2 The insurance required by Subparagraph 2.1 shall be written for not less than any limits of liability specified in the Contract Documents, or as required by law, whichever is greater.

2.3 The insurance required by Subparagraph 2.1 shall include contractual liability insurance applicable to the Contractor's obligation under Paragraph 1.

2.4 Certificates of Insurance acceptable to the Agencies shall be filed with the Agencies prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the Agencies.

2.5 The Agencies shall be named as an additional insured on the policy for each project.

## ENGINEER'S AND ARCHITECT'S POLICY OF NONDISCRIMINATION

Pursuant to Section 15.1-25 of the 1950 Code of Virginia, as amended, during the performance of any contract awarded, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so such provisions shall be binding upon each subcontractor and/or vendor.

Additionally, the contractor will not discriminate against any employee or applicant on the basis of handicapped status, except where handicapped status is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

---

Signature of Authorized Agent

---

Date

## **DRUG FREE WORKPLACE MAINTENANCE BY CONTRACTOR**

**Pursuant to Section 11-51.1 of the Code of Virginia, all public bodies shall include in every contract over \$10,000 the following provisions:**

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

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

---

Signature of Authorized Agent



## **Attachment No. 1 – VDOT FHWA Funded Project Requirements**

As the contract(s) will be fulfilled with the issuance and completion of task/work orders, the following will be applicable to each task/work order issued and completed when anticipated to be fully or partially funded/reimbursed by the FHWA in partnership with VDOT.



## Mandatory Federal-Aid Professional Services RFP Provisions

Must be included in their entirety

1. It is the policy of the Virginia Department of Transportation and the **County of Pulaski** 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 12%.
  3. description of the services to be performed and the percent of participation.
  4. 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.
  5. 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.
  6. 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.
  7. 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 business registration 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
2. **Include the following wording and two bullets on state or federally funded projects with a DBE or SWaM goal. In the following sentence and these two bullets, remove references to SWaM on federally funded projects and DBE on a state funded project.** 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

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 **County of Pulaski**. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

8. The **County of Pulaski** 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.
9. The **County of Pulaski** 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.

10. All firms submitting EOI (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 firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data to the **County of Pulaski** within ten work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations may be terminated by the **County of Pulaski** and the next most qualified team invited to submit a proposal.
11. The **County of Pulaski** 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 ten work days of notification of selection when requested by VDOT. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.
12. The **County of Pulaski** 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.
13. All firms shall complete and include the following completed forms:
  - Certification Regarding Debarment – Primary Covered Transactions (Prime Consultant)
  - Certification Regarding Debarment - Lower Tier Covered Transactions (Sub-Consultant)

**CERTIFICATION REGARDING DEBARMENT**  
**PRIMARY COVERED TRANSACTIONS**  
**(To be completed by a Prime Consultant)**

Project: \_\_\_\_\_

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 judgement 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

**CERTIFICATION REGARDING DEBARMENT**  
**LOWER TIER COVERED TRANSACTIONS**  
**(To be completed by a Sub-consultant)**

Project: \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

## **GOOD FAITH EFFORT**

(Include with federal-aid project with DBE Goal)

The Department will accept what consultants submit in their EOI regarding good faith efforts. If a firm that has submitted good faith effort documentation makes the short list, the procuring Division Administrator (cannot be delegated unless he/she will be out of the office for more than five work days) along with a representative of the EO Division will determine if the good faith effort is acceptable.

When there is a contract goal, a consultant must make good faith efforts to meet it. The consultant can do so either through obtaining enough DBE participation to meet the goal or documenting the good faith efforts it made to do so. These means of meeting contract goal requirements are fully equivalent. 49 CFR Part 26 (the Rule) explicitly provides that the Department must not disregard showings of good faith efforts, and it gives consultants the right to have the Department reconsider a decision that their good faith efforts were insufficient. The Department is prohibited from denying a contract to a consultant simply because it did not obtain enough DBE participation to meet the goal. The Department must seriously consider consultants' documentation of good faith efforts. To make certain that consultants' showings are taken seriously, the Rule requires the Department to offer administrative reconsideration to consultants whose good faith efforts showings are initially rejected.

The Rule also ensures flexibility for consultants by requiring that any contract goal be waived entirely for a prime consultant that demonstrates that it made good faith efforts but was still unable to meet the goal.

When the Department sets a contract goal, the basic obligation of consultants is to make good faith efforts to meet it. They can demonstrate these efforts in either of two ways, which are equally valid. First, they can meet the goal, by documenting that they have obtained commitments for enough DBE participation to meet the goal. Second, even though they have not met the goal, they can document that they have made good faith efforts to do so. A refusal by the Department to accept valid showings of good faith is not acceptable under the Rule.

The Rule makes clear that the Department is not to use a "conclusive presumption" approach, in which the apparent successful consultant is summarily found to have failed to make good faith efforts simply because another consultant was able to meet the goal. However, the performance of other consultants in meeting the contract can be a relevant factor in a good faith effort determination, in more than one way. For example, when the apparent successful consultant fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant could have met the goal. It does not, by itself, prove that the apparent successful consultant did not make a good faith effort to get DBE participation, however. On the other hand, if the apparent successful consultant fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants, the Department may view this, in conjunction with other factors, as evidence of the apparent successful consultant having made good faith efforts.

The fact that some additional costs may be involved in finding and using DBEs is not in itself sufficient reason for a consultant's failure to meet a DBE contract goal, as long as such costs are reasonable.

If the Department determines that the apparent successful consultant has failed to meet the requirements of a good faith effort, the Department must, before awarding the contract, provide

the consultant an opportunity for administrative reconsideration. The Department intends that the process be informal and timely. The Department will ensure that the process is completed within a brief period (e.g., 5-10 days) to minimize any potential delay in procurements. The consultant will have an opportunity to meet with the reconsideration official, but a formal hearing is not required. As part of this reconsideration, the consultant must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Department's decision on reconsideration will be made by an official who did not take part in the original determination that the consultant failed to meet the goal or make adequate good faith efforts to do so. The consultant must have the opportunity to meet in person with the reconsideration official to discuss the issues of whether it met the goal or made adequate good faith efforts to do so. The Department will send the consultant a written decision on reconsideration, explaining the basis for finding that the consultant did or did not meet the goal or make adequate good faith efforts to do so. The Department's reconsideration personnel consists of the Commissioner's DBE Review Panel.

It is up to the Department to make a fair and reasonable judgment whether a consultant that did not meet the goal made adequate good faith efforts. It is important for the Department to consider the quality, quantity, and intensity of the different kinds of efforts that the consultant has made. The efforts employed by the consultant should be those that one could reasonably expect a consultant to take if the consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. The Department's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

If DBE is prime, they will be allowed to count toward goals the work they commit to performing with their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE consultants on prime contracts will be expected to make the same outreach efforts as other consultants.

When a DBE participates in a contract, the Department will count only the value of the work actually performed by the DBE toward DBE goals. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE 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 involved, you must presume that it is not performing a commercially useful function. If a DBE firm loses certification, its work no longer counts toward the DBE goal.

All consultants will be required to submit the following information to the Department with the EOI:

- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The percentage amount of the participation of each DBE firm participating;
- Written documentation of the prime consultant's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts.

The Department has prepared a list based on Federal Regulations of some of the kinds of efforts that consultants may make in obtaining DBE participation. It is not intended to be a mandatory checklist. The Department does not require that a consultant do any one, or particular combination, of the things on the list, nor is the list intended to be exclusive or exhaustive; it merely offers examples. Other factors or types of efforts may be relevant in appropriate cases. In determining whether a consultant has made good faith efforts, it will usually be important for the Department to look not only at the different kinds of efforts that the Consultant has made, but also of the timeliness, quantity, and intensity of these efforts.

The Department offers the following examples of efforts that may be considered:

A. Soliciting through all reasonable and available means (e.g., attendance at project showings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The consultant must solicit this interest within sufficient time to allow the DBEs to participate effectively. The consultant must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract.

D. (1) Negotiating in good faith with interested DBEs. It is the consultant's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

D. (2) A consultant using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's costs, 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 DBEs is not in itself sufficient reason for a consultant's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the consultant of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations {for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.



G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority community organizations; minority contractors' groups; local, state, and Federal minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

**USDOT 1050.2**  
**APPENDIX A**

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Virginia Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Virginia Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Virginia Department of Transportation to enter into such litigation to protect the interests of the Virginia Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**USDOT 1050.2**  
**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities;**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. §460 I), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



*Commonwealth of Virginia  
Office of the Governor*

## *Executive Order*

**NUMBER SIXTY-ONE (2017)**

### **EXECUTIVE ACTION TO ENSURE EQUAL OPPORTUNITY AND ACCESS FOR ALL VIRGINIANS IN STATE CONTRACTING AND PUBLIC SERVICES**

#### **Importance of the Initiative**

Virginia's founding creed is that all people "are by nature equally free and independent," and that they share the inherent rights to "the enjoyment of life and liberty, with the means of acquiring and possessing property, and pursuing and obtaining happiness and safety." (Virginia Declaration of Rights, Section 1 (1776)). Indeed, it is the very function of our government to ensure these rights to all Virginians.

Our modern society is more reflective of this fundamental belief than ever before. Virginia today welcomes people from across the globe, of every background, to join in building a prosperous and free society. The work of my administration has been committed to this end of building a new Virginia economy—an economy that embraces the diverse world in which we live.

Recent events have demonstrated the negative effects of allowing prejudice, while also showing the positive growth that comes from an open and inclusive state government. States and localities that have promoted discriminatory laws are seeing businesses abandon development projects. States and localities that have pursued more inclusive policies have reaped the benefits of businesses expanding and relocating to their jurisdictions. Companies with whom Virginia does business, including those critical for building a new Virginia economy with high-paying jobs, have increasingly implemented their own policies prohibiting discrimination based on sexual orientation and gender identity. The global economy in which Virginia must compete demands a dynamic workforce that is competitive, diverse, and educated.

Additionally, federal procurement policy prohibits federal contractors from discrimination based on sexual orientation and gender identity. Federal contractors have thus already changed their internal policies and practices accordingly and are unlikely to reverse course, even if the federal requirement is adjusted. Many federal contractors also deliver services to the Commonwealth. Current procurement policy in Virginia is not sufficiently

aligned with these non-discrimination policies to promote economy and efficiency in state procurement. Having Virginia policy align with this federal non-discrimination policy will not only further my administration's goal of building a more diverse, open, and welcoming Virginia, but also will give uniformity to contractors that serve many government entities, resulting in economic benefits to Virginia taxpayers.

Accordingly, by the power vested in me as the Chief Executive by Article V of the Constitution of Virginia and the laws of the Commonwealth, I hereby order the following:

**I. Require future state contracting to require prohibitions on discrimination in employment, subcontracting, and delivery of goods and services, including discrimination based on sexual orientation or gender identity.**

It is hereby ordered as the policy of the Executive Branch that it will only contract with those who abide by the non-discrimination policies set forward in Executive Order 1 (2014), namely that discrimination on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status is prohibited.

All Executive Branch entities are ordered to include in their procurement contracts valued over \$10,000 a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. They must also include a term that the contractor will include the same requirements in every subcontract or purchase order over \$10,000, so that the same provisions will be binding upon each subcontractor or vendor on state procurement contracts. This requirement shall not apply to procurements that have, as of the date of this Order, already progressed to a stage at which changes in contract requirements would materially and adversely impact the completion of a procurement contract. Specific contracts with certain private child-placing agencies pursuant to § 63.2-1709.3 may also be exempted from this requirement.

The Department of General Services and the Virginia Information Technologies Agency are directed to promulgate appropriate policies and regulations to require the same, including consideration of any other applicable laws or regulations. They are also directed to impose appropriate sanctions under the Virginia Public Procurement Act, including but not limited to termination of the contract and debarment from state contracting for any violations of this contract term.

**II. Prohibit discrimination, including that based on sexual orientation or gender identity, in the provision of state services.**

Building on the requirements of Executive Order 1 (2014), I hereby order that no state employee or agent within the Executive Branch may engage in discrimination in the provision of public services based on race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. Any state employee or agent who engages in such discrimination will be subject to appropriate disciplinary action.

---

The Department of Human Resource Management is directed to promulgate appropriate policies in the Commonwealth's Standards of Conduct to implement these requirements in accordance with any other applicable laws and regulations.

**No Third-Party Rights Created**

This Executive Order is intended to provide direction for Executive Branch entities and does not create any rights or remedies enforceable by third parties.

**Effective Date of the Executive Order**

This Executive Order shall become effective upon its signing and shall remain in full force and effect until amended or rescinded by further executive order.

Given under my hand and under the Seal of the Commonwealth of Virginia this 5th Day of January, 2017.

\_\_\_\_\_  
Terence R. McAuliffe, Governor

Attest:

\_\_\_\_\_  
Kelly Thomasson, Secretary of the Commonwealth

---

***FIRM DATA SHEET***

Funding: \_\_\_\_ (S=State F=Federal)      Project No.: \_\_\_\_\_  
 Division: \_\_\_\_\_      EOI Due Date: \_\_\_\_\_

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data 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  
 by DMBE

N = DBE or SWaM Firm Not Certified

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 Small Business and Supplier Diversity

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
VENDOR PAYMENT COMPLIANCE REPORT**  
(Vendor defined as: Subcontractor, Consultant, Supplier, Manufacturer, Hauler)

Pages(s) \_\_\_\_\_ of \_\_\_\_\_

(1a) Report No. \_\_\_\_\_  
(1b) Quarter Ending \_\_\_\_\_

(2a) Federally Funded  Federally Funded Local Govt.  State Funded

(2b) Contractor/Subcontractor \_\_\_\_\_

(2c) Contract ID No. \_\_\_\_\_

(2d) Date of Execution \_\_\_\_\_

(2e) District \_\_\_\_\_

(3) Vendor Name	(4) Tax I.D.	(5) Certification Type – Must Specify DBE, SWAM, or Non-DBE/SWAM	(6) Payments to Vendors		(7) Reason for Payment this Qtr.
			(6a) This Quarter	(6b) To Date	

All amounts paid to all Vendors are to be reported and submitted according to the quarterly submittal schedule. See Instructions.

I/WE certify under penalty of law that the information provided herein is accurate, current, and complete to the best of my/our Knowledge.  
Signature and Title of Company Official \_\_\_\_\_ Date \_\_\_\_\_  
Print Name and Phone Number of Individual Completing Report \_\_\_\_\_



**VIRGINIA DEPARTMENT OF TRANSPORTATION  
INSTRUCTIONS FOR  
VENDOR PAYMENT COMPLIANCE REPORT C-63**

The Prime Contractor is required to submit a Vendor Payment Compliance Report and document all payments made to all vendors during the designated quarterly reporting period. All amounts paid to vendors are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of vendor payments in response to monitoring and enforcement compliance reviews.

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

- 1a. **Report No.**  
Indicate the number of the report you are sending in sequence. For example: If this is the second report you are submitting for the contract, enter Report No. 2.
- 1b. **Quarter Ending**  
Indicate the reporting period based on the Reporting Schedule listed in these instructions.
- 2a. **Funding Source**  
Indicate the primary funding source: Federally Funded, Federally Funded Local Government or State Funded.
- 2b. **Contractor/Subcontractor**  
Enter your company's name
- 2c. **Contract I.D. No.**  
Enter the contract identification number assigned to your project.
- 2d. **Date of Execution**  
Enter the date the contract was executed.
- 2e. **District**  
Enter the VDOT District where the project under contract is located.
3. **Vendor Name**  
Enter all subcontractors utilized.
4. **Tax I.D. No.**  
Indicate the Federal Employer Identification No.
5. **Certification Type**  
Specify the certification type of each Vendor:  
DBE – Disadvantaged Business Enterprise  
SWaM – Small, Woman, and Minority-Owned Business Enterprise  
Non-DBE/SWaM – Subcontractor is not certified as a DBE or SWaM business in Virginia
6. **Payments to Vendors**  
Dollar amount paid to Vendors during contract.
- 6a. **Payments to Vendors this Qtr.**  
Dollar amount of payment made to Vendors in reporting quarter.

6b. **Payments to Vendors to Date**  
Total dollar amount paid to Vendors since contract execution.

7. **Work Performed this Qtr.**  
Describe specific reason for payment made to Vendor in reporting quarter.

Effective (date), All Form C-63s for each reporting period shall be submitted in an electronic format to the District Civil Rights Office in each District by the following dates of each calendar year.

**REPORTING SCHEDULE**

<b>Reporting Period</b>	<b>Date Due To Responsible VDOT Residency</b>
July 1 – September 30	Five (5) working days after the reporting period
October 1 – December 31	Five (5) working days after the reporting period
January 1 – March 31	Five (5) working days after the reporting period
April 1 – June 30	Five (5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the District Civil Rights Office on the following business day.



## VDOT Consultant Title VI Evaluation Form

### Introduction

VDOT is a recipient of federal financial assistance. As a recipient, VDOT is required to comply with Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities. Title VI of the Civil Rights Act of 1964, and other directives prohibit agencies and sub-recipients receiving federal assistance from discriminating against anyone or any group in the United States on the grounds of race, color, national origin, sex, age, disability, or low-income. The United States Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49) Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities for VDOT's implementation of the Title VI Program. These laws and regulations include but are not limited to the following:

- **The 1970 Uniform Act (42 USC 4601)** – prohibits unfair treatment of displacees
- **Section 504 of the 1973 Rehabilitation Act (29 USC 790)** – prohibits discrimination based on disability
- **The Federal-Aid Highway Act 1973 (23 USC 324)** – prohibits discrimination based on gender
- **The 1975 Age Discrimination Act (42 USC 6101)** – prohibits age discrimination (any age)
- **The Civil Rights Restoration Act of 1987** – clarified the original intent of nondiscrimination organization-wide
- **Executive Order 12898 on Environmental Justice (EJ)** addresses disproportionately high and adverse human health and environmental effects on minority and low-income populations
- **Executive Order 13166 on Limited English Proficiency (LEP)** - ensures people who are limited English proficient (LEP) have meaningful access to services

In brief, these laws and regulations prohibit discrimination in federally assisted programs and activities. Title VI of the 1964 Civil Rights Act states that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”*

By contracting with VDOT, a contractor is obligated to comply with the laws and regulations listed above and within the Memorandum of Agreement (MOA) executed between the Department and the contractor. VDOT's Civil Rights Division with the assistance from each applicable division's Program Manager, monitors an organization's compliance with the non-discrimination provisions.

To monitor compliance, each contractor and all sub-contractors are required to submit a Title VI Evaluation Form. This requirement is applicable for all contractors.

The Title VI Evaluation Form provides documentation that a contractor has procedures in place to prevent discrimination in programs and services based on Title VI.

VDOT will request a Title VI Evaluation Form within ten (10) days of notification of selection for new contractors or contractors that do not have a current assessment on file with VDOT. The Assessment Form should be submitted to the Program Manager in the division that is negotiating the contract. These are the divisions we currently receive Title VI Evaluation Forms from:

**Right of Way & Utilities Division**  
**Location & Design Division**  
**Environmental Division**  
**Structure & Bridge**  
**Innovative Project Delivery**  
**Materials Division**  
**Transportation & Mobility Planning Division**

Once the Title VI Evaluation Form is provided to VDOT, the Title VI Coordinator in the Civil Rights Division reviews the information and issues a pre-award letter within fifteen (15) days of receiving documentation or may schedule an on-site review within the same time frame to confirm information provided in the Assessment Form. VDOT Program Managers have access to a Title VI Log that is updated monthly on the Civil Rights Website. The Title VI Coordinator may request additional information and/or recommend corrective actions. The Title VI Coordinator may randomly schedule on site compliance reviews at the contractor's office.

If the report is approved, a letter is sent out with an expiration date for one year from the date of the approval letter. Typically the letter remains current and on file with VDOT for a period of one year. An updated report is required annually for contractors who continue to perform under a contract with VDOT. It should be noted that if VDOT conducts an on site compliance review the contractor can still be found to be out of compliance during the one year period.

Failure to comply with the nondiscrimination provisions may result in cessation of negotiations, withholding of payments, cancellation, termination, or suspension of the contract in whole or in part.

Should you have any questions about VDOT's Title VI Program or the Evaluation Form, contact Corina Herrera at 804-786-2730 or at [corina.herrera@vdot.virginia.gov](mailto:corina.herrera@vdot.virginia.gov)

## VDOT TITLE VI EVALUATION FORM

This Title VI Evaluation Form is used as a Pre-award Review and Post-award Review. VDOT is required to conduct routine assessments prior to releasing funds to ensure Title VI compliance. A pre-award review assists VDOT in determining whether applicants operate in a nondiscriminatory manner. Pre-award reviews can also be used to require applicants to take preventive measures to ensure that discrimination will not occur in their services as a condition of receiving contracts. Pre-award reviews represent a frontline approach to eliminating and preventing discrimination before it occurs.

Post-Award Reviews are generally conducted after a contractor begins the scope of work. However to minimize the burden on VDOT's contractors, VDOT has developed a form that serves as both a pre-award and post-award compliance tool.

VDOT must also conduct on-site reviews of prime contractors periodically to ensure that the contractor remains in compliance with Title VI and to verify that the contractor has preventive measures to ensure nondiscrimination by their sub-contractors.

Name of Preparer: <a href="#">Click here to enter text.</a>	Preparer's Title: <a href="#">Click here to enter text.</a>
Phone #: <a href="#">Click here to enter text.</a>	Email Address: <a href="#">Click here to enter text.</a>
Name of Organization: <a href="#">Click here to enter text.</a>	Address of Organization: <a href="#">Click here to enter text.</a>

Address of Virginia location where project will be done:  
[Click here to enter text.](#)

Type of Contractor/Organization:

Private Organization                       Supplier  
 Governmental Agency                       Other

### Workforce for Virginia Location(s)

<b>Total</b> <a href="#">Click here to enter text.</a>	<b>% Minority</b> <a href="#">Click here to enter text.</a>	<b>% Female</b> <a href="#">Click here to enter text.</a>
---	--	--

Business Ownership/Control <input type="checkbox"/> Minority <input type="checkbox"/> Female	<input type="checkbox"/> DBE Certified <input type="checkbox"/> SWaM Certified
---	--

Does your organization currently have contracts or subcontracts with VDOT?  
 Yes     No

What is your organization's most recent date of Title VI approval? [Click here to enter text.](#)

Status of Project(s): <a href="#">Click here to enter text.</a>	Value of current Contract(s): <a href="#">Click here to enter text.</a>
--	--

What does your organization have in place to ensure nondiscrimination in your VDOT scope of work and your programs and services?  
[Click here to enter text.](#)

Virginia Workforce

**CONSULTANT EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS**

Employment at this establishment – Report all permanent full and part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino											Total Col A-N	
	Male	Female	Male						Female						
A	B	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	O	
Executive/Sir. Level Officials & Managers (1.1)															
First/Mid-Level Officials & Managers (1.2)															
Professionals (2)															
Technicians (3)															
Sales Workers (4)															
Administrative Support Workers (5)															
Craft Workers (6)															
Operatives (7)															
Laborers & Helpers (8)															
Service Workers (9)															
<b>TOTAL (10)</b>															
PREVIOUS YEAR TOTAL (11)															

### Organization, Staffing, & Training

1. What type of services will your organization provide VDOT?  
[Click here to enter text.](#)
2. Identify the person responsible for the administration of Title VI policies and procedures (a Title VI Coordinator). Provide the name, position, title, and contact information. [Click here to enter text.](#)

### Title VI/Nondiscrimination

1. Is your Title VI Coordinator, project managers, and other staff made aware of Title VI compliance and regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21 and the Federal Highway Administration's 23 Code of Federal Regulations 200? Please explain how they are made aware. [Click here to enter text.](#)
2. What procurement procedures does your organization have in place to ensure nondiscrimination in the selection and retention of subcontractors including procurements of materials and leases of equipment? \* **Please note N/A is not an acceptable response, please provide a complete answer**  
  
[Click here to enter text.](#)
3. How does your organization notify your subcontractors and suppliers of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability and low income populations? \* **Please note N/A is not an acceptable response, please provide a complete answer**  
  
[Click here to enter text.](#)
4. Are facilities and meeting areas fully accessible to persons with disabilities? [Click here to enter text.](#)
5. Does your organization have a system in place to accommodate persons with disabilities? If yes, how does your organization notify the public? If no, please explain. \* **Please note N/A is not an acceptable response, please provide a complete answer**  
[Click here to enter text.](#)
6. How are limited English proficient persons made aware that they can receive translation services for access to services? \* **Please note N/A is not an acceptable response, please provide a complete answer**  
[Click here to enter text.](#)
7. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes, provide a copy of the letter identifying the review findings?  
[Click here to enter text.](#)
8. Does your organization receive federal assistance (grants, loans, donations of property, or detail of

personnel) from any Federal government entity? [Click here to enter text.](#)

9. List any discrimination complaints and/or lawsuits received in Virginia during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the outcome or resolution. If applicable, include a copy of the investigation report. [Click here to enter text.](#)

**Disadvantaged Business Enterprises (DBE)**

1. Did your organization award any contracts/subcontracts related to VDOT work to DBEs during the reporting period?

Yes  No

If yes, provide the following:

- The DBE's name and amount awarded [Click here to enter text.](#)
- Total # of contracts awarded to DBEs [Click here to enter text.](#)
- Total dollar amount of contracts awarded to DBEs [Click here to enter text.](#)

I certify that the data given in this report is correct to the best of my knowledge. (Report has to be submitted with original signature, not a photocopy.)

Signature:

---

(Authorized Officer)

(Title)

(Date)



*For Office Use Only:*

Provide award? Yes \_\_\_\_\_ No \_\_\_\_\_

Recommendations:

---

---

---

---

---

Load files from pdf

(C-48 PSC, C-49, C-111 PSC, C112 PSC, 107.15 for Consultant Contracts)

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 105.06—SUBCONTRACTING**  
**(FEDERAL FUNDED PROJECTS)**

February 9, 2017

**SECTION 105.06—Subcontracting** of the Specifications is amended to include the following:

- (d) According to Commonwealth of Virginia Executive Order 20, the Contractor is encouraged to seek out and consider Small, Women-owned, and Minority-owned (SWaM) businesses certified by the Department of Small Business and Supplier Diversity (DSBSD) as potential subcontractors and vendors. Further, the Contractor shall furnish and require each subcontractor (first-tier) to furnish information relative to subcontractor and vendor involvement on the project.

For purposes of this provision, the term “vendor” is defined as any consultant, manufacturer, supplier or hauler performing work or furnishing material, supplies or services for the contract. The Contractor and, or subcontractor (first-tier) must insert this provision in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The applicable requirements of this provision are incorporated by reference for work done by vendors under any purchase order, rental agreement or agreement for other services for the contract. The Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or vendor.

The submission of a bid will be considered conclusive evidence that the Contractor agrees to assume these contractual obligations and to bind subcontractors contractually to the same at the Contractor’s expense.

When an approved Form C-31 “Subletting Request” is required according to IIM-CD-2013-06.01, the Contractor shall indicate on the Subletting Request if a subcontractor is a certified DBE or SWaM business.

The Contractor shall report all DBE, SWaM, and Non SWaM vendor payments quarterly to the District Civil Rights Office. The Contractor shall provide the information in a format consistent with Form C-63, Vendor Payment Compliance Report, subject to the approval of the Engineer.

DBE Participation and reporting shall be in accordance with the Special Provision for Section 107.15 (Use of Disadvantaged Business Enterprises).

If the Contractor fails to provide the required information, the Department may delay final payment according to Specification Section 109.10 of the Specifications

## **Attachment No. 2 – DHCD CDBG Requirements**

(The following sections will be required for Task Orders funded by DHCD-CDBG)

## **Subpart A: Equal Employment Opportunity**

1. Executive Order 11246, as amended (Contracts/subcontracts above \$10,000)
  - a. During the performance of this contract, the contractor agrees as follows:
    - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
    - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
    - (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
    - (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts

Each prime contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

## **Subpart B: Title VI of the Civil Rights Act of 1964, as Amended**

All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount – no minimum threshold.

## **Subpart C: Section 109 of the Housing and Community Development Act of 1974, as Amended**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504

of the *Rehabilitation Act of 1973* shall also apply to any such program or activity of any dollar amount – no minimum threshold.

## **Subpart D: Section 3 of the Housing and Urban Development Act of 1968**

*(Applicable to all contracts/subcontracts valued at \$100,000 or more in federal funds)*

1. The Section 3 area for this PROJECT is designated as the County of \_\_\_\_\_  
Businesses and Residents of this County are considered “local” for project reporting purposes.
2. The work to be performed under this contract is on a project assisted under a program providing direct financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the *Housing and Urban Development Act of 1968*, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and that contracts in connection with the project be awarded to business concerns which are located in, and owned in substantial part by persons residing in the project area.
3. The parties to this contract will comply with the provisions of said Section 3 and the procedures for compliance issued pursuant thereto by the Virginia Department of Housing and Community Development set forth in this section to wit:
  - a. The PUBLIC BODY and the CONTRACTOR shall analyze the tasks to be performed under this CONTRACT and identify:
    - (1) The opportunities for training and employment of lower income residents of the project area, and
    - (2) Contracts for construction contracts, non-construction contracts, materials and supplies in connection with the project to be awarded to business concerns which are located in, and owned in substantial part by persons residing in the project area.
  - b. After determining what construction contracts, non-construction contracts, materials and supplies will be needed to be procured by the CONTRACTOR to complete the contract:
    - (1) The CONTRACTOR shall fill all employment positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available and meet the generally accepted qualifications for the position(s) needed to be filled. And, the CONTRACTOR will fill all vacant trainee positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available.

- (2) The CONTRACTOR will subcontract to, and procure to the greatest extent feasible all construction contracts, non-construction contracts, materials and supplies necessary for the PROJECT from business concerns located and substantially owned by residents of the local (Section 3) county to the extent that such items are available, and of comparable quality and cost.
  - c. The CONTRACTOR shall not circumvent these Section 3 requirements by:
    - (1) Filling vacant trainee or employment positions in its organization immediately prior to undertaking work on the PROJECT; or
    - (2) Entering into procurement contracts immediately prior to undertaking work on the PROJECT.
4. The CONTRACTOR will include this Section in every subcontract for work in connection with this PROJECT and will at the direction of the PUBLIC BODY take corrective action pursuant to the SUBCONTRACT upon a finding that the SUBCONTRACTOR is in violation of these provisions. The CONTRACTOR will not subcontract with any SUBCONTRACTOR where it has notice or knowledge that the latter has been found in violation of *Section 3 of the Housing and Urban Development Act of 1968*, and will not award any SUBCONTRACT unless the SUBCONTRACTOR has provided it with a preliminary statement of ability to comply with Section 3.
5. Compliance with the provisions of Section 3 and the provisions of this Section are a condition of the Federal financial assistance provided to the PROJECT, binding upon the PUBLIC BODY. Failure to fulfill these requirements shall subject the PUBLIC BODY, its contractors, its subcontractors and its successors to those sanctions specified by the grant agreement or contract through which Federal assistance is provided.
6. The parties to this CONTRACT verify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

## **Subpart E: Records Retention**

The CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.



## **Subpart F: Provisions Required by Law Deemed Inserted**

The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

## **Subpart G: Immigration Reform and Control Act of 1986**

The Contractor agrees by signing this contract that he/she does not and will not during the performance of this contract violate the provisions of the *Federal Immigration Reform and Control Act of 1986*, which prohibits employment of illegal aliens.

## **Subpart H: Access to Records**

The Public Body, the Virginia Department of Housing and Community Development, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Inspector General, and the General Accounting Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

## **Subpart I: Drug-Free Workplace Act Assurances**

The Contractor agrees by signing this contract that he/she will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
  - i. The dangers of drug abuse in the workplace;
  - ii. The grantee's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the Virginia Department of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
  - i. Taking appropriate personnel action against such an employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).