



Administrative Services/ Procurement
RFP # 156167

Title: **Office of Public-Private Partnerships Staff Augmentation**

REQUEST FOR PROPOSAL (RFP)

Issue Date: September 1, 2020

RFP# 156167

Title: Office of Public-Private Partnerships (P3 Office) Staff Augmentation

Commodity Code: 91800

Issuing Agency: Commonwealth of Virginia
Virginia Department of Transportation (VDOT)
1401 E. Broad Street
Richmond, Virginia 23219
Attention: Tiffany Winfrey

Location Where Work Will Be Performed: Statewide

Contract Start Date: May 25, 2021. Five (5) year period with no renewal options.

OPTIONAL Pre-Proposal Teleconference: Refer to Section VIII for more details. The CDC has declared the COVID-19 an international pandemic and have highlighted the potential impact of the disease. Even though the risk of infection is relatively low, it is important to recognize the risk and prepare. While we appreciate the outpouring of interest in this event, the health and well-being of our clients, partners, and employees is our primary concern. In light of this, VDOT is following social distancing guidelines as directed by VDOT’s Commissioner and providing teleconference options in lieu of an in-person meeting. Please utilize the following conference information to access the Pre-Proposal Conference on **September 8, 2020 at 12:00 PM ET**. This conference can be accessed with the below dial-in information:

Dial: 1 475-558-0213
Enter Meeting PIN ID: 310 105 271#

Proposals Due: 2:00 pm, October 13, 2020 for Furnishing the Goods and/or Services Described Herein.

All inquiries for information must be directed in writing by email to Tiffany Winfrey tiffany.winfrey@vdot.virginia.gov. All questions will be responded to in writing and posted in eVA. Questions should be received by close of business on **September 22 2020 at 4:00 PM**. Some questions may result in issuing an addendum to the RFP to clarify content within the RFP itself.

In compliance with this RFP and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed Proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm herein certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Offeror:

Zip Code: _____
DSBSD-certified Small Business No.: _____
eVA Vendor ID or DUNS#: _____
Fax Number: (_____) _____
E-mail Address: _____

Date: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Title: _____
Telephone Number: (_____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition.

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I. DEFINITIONS:

Whenever used in this solicitation or in the Contract documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

- A. **Additional Users:** In addition to VDOT, the Virginia Department of Rail and Public Transportation (DRPT), Virginia Office of Intermodal Planning and Investment (OIPI), Motor Vehicle Dealers Board (MVDB), Virginia Department of Motor Vehicles (DMV), Virginia Commercial Space Flight Authority (VCSFA), and Virginia Port Authority (VPA), are able to use these contracts for service.
- B. **Administrative Services Division:** an Office within the Virginia Department of Transportation (VDOT) referred to as "ASD." The ASD serves as the Contracting Officer for contracts awarded from this non-professional solicitation.
- C. **Contract:** An agreement enforceable by law, between two or more competent parties, to do or not to do something, not prohibited by law, for consideration. When used in this solicitation, an agreement executed by VDOT and the Offeror selected to be the Contractor to provide the goods or services described in this RFP.
- D. **Contractor:** An individual or firm that has entered into an agreement to provide goods or services to the Commonwealth of Virginia. The Contractor awarded the Contract to services described in this solicitation are referred to as a "Contractor."
- E. **Evaluation Committee:** a panel of five (5) individuals representing the VDOT Office of Public-Private Partnerships (P3 Office), VDOT Alternative Project Delivery (APD), and other representatives.
- F. **Offeror:** Any entity who makes an offer in response to a Request For Proposals (RFPs).
- G. **Offeror Team:** Includes the prime Contractor and any Subcontractors.
- H. **Office of Public-Private Partnerships:** an Office within the VDOT referred to as the "P3 Office." The P3 Office will administer the Contract(s) after award(s) are made.
- I. **Notice to Proceed:** A written notice given by VDOT to the Contractor, fixing the date on which the contract period will commence for the Contractor to begin work in accordance with the requirements of the Contract documents.
- J. **Proposal:** An offer made by one party to another as a basis for negotiations, prior to the creation of a Contract. A submittal in response to the P3 Office request for such Proposals under Section IV of this RFP, including supplements, if any.
- K. **PPEA:** Public-Private Education Facilities and Infrastructure Act of 2002. Under §§ 56-575.1 et seq. authorizes private entities to acquire, design, construct, improve, renovate, expand, equip, maintain or operate public education facilities and infrastructure (not including transportation facilities).
- L. **PPTA:** Public Private Transportation Act of 1995 as amended. Under §§ 33.2-1800, et seq. encourages investment in the Commonwealth by private entities that facilitates the development and/or operation of transportation facilities when such investment is in the best interest of the public.

- M. **PSAC:** Public Sector Analysis and Competition, as required by the PPTA.
- N. **Representative:** The P3 Office Contract Administrator, or designee, will manage all facets of the Contract to assure the Contractor's total performance is in accordance with the Contractual commitments and the obligations of the Contractor under the terms and conditions of the Contract. ASD will also identify a representative to serve as the Contracting Officer.
- O. **Subcontractor:** Any entity that has a contract to supply labor or materials to the Contractor to whom the Contract was awarded or to any other Subcontractor in the performance of the work provided for in the Contract.
- P. **Strategic Contract Management:** A P3 Office program that aims to exercise contractual oversight during the operating period of P3 projects.
- Q. **Task Order:** A written document describing the scope of work to be undertaken, schedule, deliverables, Contractor's staff hours, direct expenses and travel. The Contractor shall use the most current Task Order template found at: <https://www.p3virginia.org/ppta-resources/> which is updated as necessary.
- R. **Virginia Department of Transportation:** an agency of the Commonwealth of Virginia's within the Secretariat of Transportation referred to as "VDOT."
- S. **Virginia Public Procurement Act:** authorizes procurement of goods and services under §§ 2.2-4300 through 2.2-4377 and follows the implementing regulations of the Agency Procurement and Surplus Property Manual (APSPM).

II. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed Proposals to establish non-professional services Contract(s) through competitive negotiation for the purchase of business management and financial advisory staff augmentation services for the P3 Office to support the Commonwealth's Public-Private Partnerships program.

The P3 Office assesses, evaluates, develops, and procures P3 transportation projects for the Commonwealth's transportation agencies. The P3 Office will also explore opportunities with other state agencies and Responsible Public Entities (RPEs) using the Virginia's Public-Private Transportation Act (PPTA) of 1995, as amended, as well as the Public-Private Education and Infrastructure Facilities Act (PPEA) of 2002, and the Virginia Public-Procurement Act (VPPA), for project and program development. Any contracts awarded through this procurement may also be used by Additional Users (see Definitions). This results in a wide-ranging need for staff augmentation services with broad expertise in P3 projects in transportation, transit, broadband/wireless technology, vertical infrastructure, social infrastructure, and other innovative opportunities.

III. STATEMENT OF NEEDS:

A. Required Services:

The Offeror shall address all labor, supervision, equipment, supplies and travel to provide staff augmentation services to the P3 Office and Additional Users for business management and financial advisory services. The Offeror shall submit a Proposal for the services noted below. Services will be in support of procurement methods including but not limited to the PPTA, PPEA, and VPPA:

- i. Project screening and development: All activities related to the development of a project, including analysis of key commercial issues, development of economic impact analyses, development of commercial documents, agreements, and associated exhibits, providing information related to business feasibility and supporting the business case; conducting risk analyses, insurance/risk assessments and gap analysis, developing estimates for routine Operations and Maintenance (O&M), lifecycle, asset valuation, tolling operations, design, construction, air rights development, real estate expertise, energy development expertise, technology opportunities, and other innovative elements required to develop P3 or other projects; developing documents required by the PPTA including the Finding of Public Interest and Public Sector Analysis and Competition (PSAC); and developing documents required by the PPEA including the Cost Benefit Analyses.
- ii. Project procurement: Researching, developing, and drafting requests for information, requests for qualifications and request for proposals; assisting in the procurement process including support in discussions with proposers and during proposal evaluation; conducting an independent audit as required by the PPTA; assisting in the execution of the Comprehensive Agreement, and related documents;
- iii. Contract management: Supporting the P3 Office's Strategic Contract Management (SCM) program; supporting financial model, traffic and revenue, and insurance review, as required by the Comprehensive Agreement; supporting the resolution of contractual issues arising after the award of the Comprehensive Agreement including amendments, enhancements, and disputes;
- iv. Negotiation support: Assisting in development of a negotiation strategy; providing expert advice and guidance on business and policy decisions related to the P3 program and projects;

- v. P3 Office Policy development: Researching and developing legislative reports; developing P3 program guidelines; Providing analysis and interpretation of state, national, and international programs to enhance VDOT's P3 program;
- vi. Financial advisory services: Researching, developing and drafting detailed valuations, monetization and financial analyses, innovative alternative financial regimes, business case development, PSAC and other financial activities in support of the development of P3 and alternative delivery projects; evaluating impacts, benefits and liabilities related to revenues and cost, insurance/risk assessments, tolling structures, traffic and revenue studies, lifecycle cost, revenue sharing, refinancing alternatives, and all other financial analyses appropriate to the development of P3 projects; providing financial expertise in support of the development, negotiation, execution, and management of Comprehensive Agreements; and
- vii. Other services: Providing program management, project management and administrative support to meet the needs of the P3 program manager and P3 program; providing expertise with Microsoft programs including PowerPoint, Word, Excel, Scheduler, and Visio, as well as website design, website maintenance, and graphic design and marketing expertise.

B. Offeror-Team experience and organization

- 1. Offeror-team experience: The Offeror Team, whether separately or collectively, shall at a minimum have the following qualifications:
 - i. Worked on at least five (5) public private partnership projects or projects involving alternative delivery methods in the three (3) years preceding the date of issuance of this RFP. The projects must involve either (a) transportation, transit, broadband/wireless technology, vertical infrastructure, social infrastructure, and other innovative opportunities, technology, (b) project costs of at least [one hundred million dollars (\$100,000,000.00), (c) innovative procurement or financing structures, or (d) technical or contractual complexities. Preferably, individuals identified to the staffing positions in Section III.C. must have led or participated extensively in the delivery of the above-described projects.
 - ii. Worked on at least two (2) projects designated as “major projects” by the Federal Highway Administration in the three (3) years preceding the date of issuance of this RFP. Preferably, individuals identified to the staffing positions in Section III.C. must have led or participated extensively in the delivery of the above-described projects.
- 2. Offeror-team organization: The Offeror-team must demonstrate an integrated organization, an approach where the prime Contractor works seamlessly with Sub-consultants as a team to provide a cohesive and quality work product, and the ability to address the wide-ranging staff augmentation needs of the P3 Office. The Prime Contractor and Sub-consultants must outline their approach to Quality Control/Quality Assurance.

C. Staffing Position Requirements:

The following staff positions are required, relevant to the services proposed, and shall at a minimum, be provided by the Contractor and team of Sub-consultants to meet the requirements of Section III of this RFP:

Identified persons provided in the RFP shall have the following minimum qualifications:

1. **Expert:** Contractor will provide Expert Managers to support and administer the services identified in Section III.A. Expert Managers will be expected to possess the following within their fields of expertise:
 - i. Minimum of fifteen (15) years' experience with national recognition by their peers for their expertise and leadership in the development and execution of P3 and alternative delivery projects, government relations, transportation industry, financial industry, or other innovative technologies, vertical and/or social infrastructure fields, working with state and federal governments, preferably in Virginia;
 - ii. Progressive experience in the development and delivery of P3 projects, including multi-modal projects in transportation, vertical and social infrastructure, design-build and alternative delivery procurements;
 - iii. Proven resumes demonstrating a primary responsibility for the successful development and deployment of contracts in the areas of transportation, multi-modal facilities, vertical and social infrastructure, public-private partnerships and alternative delivery procurements for public sector clients, preferably in Virginia; and
 - iv. Proven record of providing advanced guidance to public sector agencies and responsible public entities in program development, project development and procurement, contracts, policy and regulatory matters as they relate to P3s and alternative delivery methods and initiatives.

2. **Task Manager:** Contractor will provide Task Managers to support and administer the services identified in Section III.A. Task Managers will be expected to possess the following within their fields of expertise:
 - i. Minimum of five (5) years progressive and demonstrated experience in one or more of the fields identified in Section III.A, including, but not limited to, engineering principles, business development, economic analysis, financial analysis, report writing, risk management, insurance risk assessment, public communications and engagement, in transportation industry, vertical and social infrastructure, air rights development, energy development, broadband development, scheduling, estimating and contract and procurement development and administration;
 - ii. Proven record in developing, implementing and monitoring policies, procedures, guidance and innovative P3 programs including projects such as multi-modal transportation, vertical and social infrastructure projects, as well as other alternative delivery projects and contracts;
 - iii. Significant experience in providing research, analysis, business and financial management tools in support of public sector owners, multi-modal projects and the procurement of complex projects and services; and
 - iv. Experience with task and project management principles and tools.

3. **Task Specialist:** Contractor will provide Task Specialists to support and administer the services identified in Section III.A. Task Specialists will be expected to possess the following experience within their fields of expertise:
 - i. Minimum of two (2) years progressive and demonstrated experience in the implementation of services, including, but not limited to, financial analysis (including but not limited to cost benefit analyses, assessment of value for money), business policy, contractual

- development, report writing and procedure development, risk assessment and other anticipated services to advance Virginia's P3 program;
 - ii. Proven record in developing, implementing and monitoring policies, procedures, guidance and programs for P3 projects, including multi-modal transportation, public infrastructure projects, and alternative delivery projects and Contracts; and
 - iii. Relevant experience in providing research, analysis, business and financial management tools in support of public sector owners, multi-modal projects and the procurement of complex projects and services.
4. **Technical Writer:** Contractor will provide Technical Writers to support and administer the services identified in Section III.A. Technical Writers will be expected to possess the following within various fields of expertise:
- i. Minimum of three (3) years' progressive and demonstrated experience in writing and editing various types of technical reports, contracts, presentations and documents for technical topics related to P3 procurement and project development;
 - ii. Demonstrated knowledge in the creation, of as well as editing of materials, including Requests for Information, Requests for Proposals, agreements and/or contracts, as well as applications, reports and documents for federal or state officials or agencies; and
 - iii. Experience with technical writing for large, complex multi-modal transportation projects, vertical or social infrastructure projects is preferred.
 - iv. Advanced experience with Microsoft programs including Word, Excel, PowerPoint, and Visio. Also advanced experience with Adobe Pro.
5. **Estimator:** Contractor will provide Estimators for the services identified in Section III.A. Estimators will be expected to possess the following minimum qualifications:
- i. Minimum of five (5) years' work progressive and demonstrated experience on construction-related projects including, construction estimating, cost accounting and control, project management, contract negotiation and administration for large complex P3 or alternative delivery projects;
 - ii. Technical training and/or related experience, to include related certifications offered by professional organizations such as the American Society of Professional Estimators (ASPE), the Certified Construction Manager (CCM) certification or Earned Value Professional (EVP) certification. Such certifications are preferred and not required;
 - iii. Demonstrated experience reviewing specifications and drawings to determine scope of work and required contents of estimate;
 - iv. Demonstrated experience performing parametric analyses applying industry standard estimating/pre-construction software with a high degree of proficiency.
6. **Scheduler:** Contractor will provide Schedulers for the services identified in Section III.A. Schedulers will be expected to possess the following minimum qualifications:
- i. A minimum of five (5) years' progressive and demonstrated work experience planning, scheduling, monitoring, resource loading, updating and reporting on CPM schedules for large, complex P3 or alternative delivery projects;
 - ii. Technical training and/or related experience to include related certifications offered by professional organizations such as the American Society of Professional Estimators (ASPE), the Certified Construction Manager (CCM) certification or Earned Value Professional (EVP) certification. Such certifications are preferred and not required;

- iii. Demonstrated proficiency with the latest project scheduling software such as Primavera and/or MS Project scheduling software;
 - iv. Demonstrated proficiency preparing and evaluating project and construction critical path schedules using Scheduler's experience in production rates to determine accurate duration of activities.
- 7. **Administrative Assistant:** Contractor will provide Administrative Support for the services identified in Section III.A. Administrative Support will be expected to possess the following:
 - i. Demonstrated ability to compile complete and accurate invoices requesting payment from VDOT;
 - ii. Application of current VDOT Travel Policy, available at <http://www.viriniadot.org/business/resources/LocDes/FD4TravelPolicy.pdf>
- C. **Staff Changes:** Changes in Contractor(s) staff or Sub-consultants assigned to a project or Task Order shall be communicated in writing to the P3 Office prior to the individual performing any work within two (2) business days of the change. Resumes of new Contractor staff shall be submitted for review and P3 Office written approval before new staff performs work. It is highly desirable that staff assigned a project or Task Order continues to work on the task until completion.
- D. **Task Orders and Supplemental Task Orders:** Prior to Contractor(s) engaging in any work on behalf of the Commonwealth, a Task Order will be developed by the P3 Office Project Manager in consultation with the selected Contractor. In some cases, draft Task Orders will be distributed to multiple Contractors for consideration. After mutual agreement, a draft Task Order shall be reviewed by the Project Manager, P3 Office Contract Administrator, the ASD Contracting Officer (if Task Order is in excess of \$100,000), the P3 Deputy Director and an authorized representative of the Contractor. A Task Order is deemed executed when signed by all of the above individuals. The Contractor and Project Manager shall use the current Task Order template found at (<https://www.p3virginia.org/ppta-resources/>).

The Contractor shall perform and carry out the required services defined in the Task Order in the manner and to the extent of satisfying the deliverable requirements of the scope of work. The Contractor is fully expected to complete the scope of work within the agreed upon budget and timeframe defined in the Task Order. The Contractor will not be compensated for any unauthorized cost overruns or work performed prior to execution of the Task Order.

The P3 Office may grant additional assignments and/or supplemental Task Orders if it is determined to be in the best interest of the Commonwealth. Supplemental Task Orders must be executed in the same fashion as Task Orders before additional work begins. Task Orders or Supplemental Task Orders may be cancelled by the P3 Office at any time.

- E. **Reporting:** Monthly progress reports, summaries of work and deliverables, and percentage of Task Order completion, shall be provided by the Contractor in monthly invoices submitted for reimbursement and must be in accordance with the terms of the contract and specific Task Order(s). The Contractor shall attend meetings, make site visits etc., as required and provide a written narrative as requested.
- F. **Additional Users:** Other state agencies identified in Definitions, may utilize contracts awarded as a result of this solicitation.
 - 1. The Additional User will contact the P3 Contract Administrator with their draft Task Order (using the P3 Office Task Order template) ready for review and/or approval by the P3 Office.

2. The P3 Office will review/approve the draft Task Order, in consultation with ASD, and return the executed Task Order to the Additional User's Project Manager.
3. The Additional User is responsible for creating their own Purchase Order and ensuring funds are available prior to execution of the Task Order.
4. The Additional User is responsible for reviewing and approving any deliverables and associated invoices for payment in adherence with the Commonwealth's Prompt Pay Act.
5. The Additional User will provide documentation of the total expenditure upon the close of the Task Order.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. General Instructions:

1. **RFP Response: Due to the public health emergency, faxed, emailed, paper or hand-delivered proposals will not be accepted in response to this RFP.**

Offerors must submit a complete response to this RFP as described herein utilizing the Commonwealth's electronic procurement system at www.eva.virginia.gov. Please submit the following:

- One (1) electronic copy in PDF format marked "Original" and without Pricing
- One (1) electronic copy in PDF format marked "Redacted" and without Pricing
- One (1) electronic copy of [Attachment \(G\)](#) "Pricing Schedule"
- One (1) electronic copy of [Attachment \(B\)](#) "Small Business Subcontracting Plan"

Note: Offeror must complete the Attachment B Small Business Subcontracting Plan contained within this solicitation. Do not complete the eVA system generated Small Business Subcontracting Plan. When submitting the proposal in eVA, click "next" to proceed without completing the system generated plan. A warning box will appear, select "continue" to proceed through this requirement in eVA.

The entire proposal response including any/all attachment and any/all addenda must be submitted electronically in eVA no later than the closing date and time stated in this RFP.

It is the responsibility of the SUPPLIER (not VDOT) to ensure proposals are uploaded to eVA by the date and time stated in this RFP. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during submission. In the event of technical difficulties, suppliers should contact:

eVA Customer Care at 1-866-289-7367 or
via email at evacustomer@dcgs.virginia.gov

2. Section numbers, which are redacted, should be identified as follows: Example: Section 3, paragraph B: "Redacted." The redacted version of the Proposal must be carefully edited and refined by the Offeror and agreed to by the ASD Contract Officer, in accordance with the Virginia Freedom of Information Act (FOIA) in order to protect and maintain complete confidentiality of

protected information. Neither VDOT, the P3 Office, nor the ASD will accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the Offeror.

B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the ASD Contract Officer requiring prompt submission of missing information and/or giving a lowered evaluation of the Proposal. Proposals which are substantially incomplete or lack key information may be rejected by the ASD Contract Officer. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Proposals must be organized in the order in which the requirements are presented in the RFP. All pages of the Proposal must be numbered. Each paragraph in the Proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The Proposal must contain a table of contents which cross-references the RFP requirements. Information the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the Proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. As used in this RFP, the terms "must," "shall," "will", and "should" and "may" identify the criticality of requirements. "Must," "shall," and "will" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. The inability of an Offeror to satisfy a "must," "will" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Proposal.
5. The proposal should be submitted in a single file where practical and utilizing PDF. The maximum file size per attachment is 60 MB however; there is no limit on the number of files you may attach. If the size of the file is greater than 60 MB, the file should be broken down into smaller files and labeled in a sequential order (Ex: Original Proposal Tab 1, Original Proposal Tab 2 etc.). All documentation submitted with the proposal should be contained in a single file (except the Redacted Version of the Proposal, the Small Business Subcontracting Plan, [Attachment B](#), and the Pricing Schedule, [Attachment G](#), which shall be provided in a separate file).
 - i. 8½ x 11 inch page size (larger pages are allowed for figures or tables, but they must be folded into the overall Proposal and used sparingly)
 - ii. Number of pages limited to no more than (35) (excluding financial statements, professional licenses, resumes, RFP attachments and appendices), in 12 point font.

6. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to this RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is requested. The proprietary or trade secret material submitted must be identified by highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire Proposal document, line item prices, and/or total Proposal prices as proprietary or trade secrets, is not acceptable and may result in rejection of the Proposal. If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the Proposal may be rejected.
 7. Offeror must provide with their proposal a summary of any proprietary or confidential information, Proprietary/Confidential Information Summary Form that is attached to this RFP.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Virginia Department of Transportation will schedule the time and location of these presentations. Oral presentations are an option of the Department and may or may not be conducted.
- D. Single Point of Contact: Submit all inquiries concerning this RFP in writing by email, subject:

Questions on RFP # 156167
Contract Officer: Tiffany Winfrey
Email: tiffany.winfrey@vdot.virginia.gov

VDOT cannot guarantee a response to questions received after September 22, 2020. No questions will be addressed orally.

To ensure timely and adequate consideration of proposals, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the designated Contract Officer for the duration of this RFP process

V. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Evaluation Committee may properly evaluate the Offerors capabilities to provide the required services. Offerors are required to submit the following items for a complete Proposal of 35 pages:

- A. RFP Cover sheet – Complete with Offeror information / signatures; and all addenda acknowledgments, if any, signed by an authorized representative of the Offeror, and filled out as required;
- B. Offeror shall submit a State Corporation Commission Form, [Attachment D](#);
- C. Offeror shall submit a Proprietary/Confidential Information Summary Form, [Attachment E](#);
- D. Indicate any item(s) where the proposal is not in compliance with RFP requirements and explain why the deviation should not be viewed detrimentally by VDOT; and

- E. **Conflict of Interest:** Offeror shall identify any actual or perceived conflict of interest of Offeror or any subcontractor of Offeror with regard to the Project as defined by the State and Local Conflict of Interests Act (2.2-3100 *et seq.*).
- F. **Letter of Submittal** – Provide a Letter of Submittal on the Offerors letterhead confirming the official representative and point of contact for the Offeror. The point of contact shall be an appropriate consultant staff member authorized to manage and administer the Contract and serve as liaison for all communications with the ASD Contract Officer. This individual may be utilized to perform other responsibilities identified within the Contract. The letter shall identify such individual’s name, title, address, phone and fax numbers, and e-mail address and shall be signed by an authorized representative of the Offerors organization. If the Offeror is not yet a legal entity or is a joint venture, all major participants or, if applicable, all joint venture partners/members shall sign the letter. All signatures shall be original and signed in black ink. The Letter of Submittal shall not exceed two (2) pages.
- G. **Executive Summary** – Offerors shall provide an Executive Summary containing a brief description of their Proposal and indicate which service category the Offeror is responding to and the approach to providing those services.
- H. **Service Category Section**
 - 1. **Description of Offeror Team members:**
 - i. Offerors shall provide descriptions of each member of the Offeror Team, with statements and/or letters indicating all members’ commitment to the Proposal. Each member shall be identified by firm name and location. There shall be a description of the role of each team member. Offerors shall further provide a description of each team member’s capabilities and experience in providing similar services to other organizations or entities. Multiple personnel may be submitted for required staffing positions identified to demonstrate the breadth of the expertise available. No more than three personnel shall be provided for any one staff position.
 - ii. Offerors shall provide a general description of the capabilities of each member submitting the Proposal, which contains an outline of the ability of the Offeror to meet the requirements of this RFP.
 - iii. Offerors shall provide a completed Offeror Data Sheet ([Attachment A](#)) for each member.
 - 2. **Experience and References:**
 - i. Offerors shall provide a general description of its experience consisting of similar services previously provided by the Offeror Team members to other entities or organizations, as required in Section III.B.1. For every project listed in the Proposal, Offerors must provide the current contact information (name, telephone number, and email address) for a knowledgeable individual that will permit VDOT to obtain reference information and confirm the information provided by Offerors with regard to each listed project.
 - ii. Offerors shall provide a description of the Offerors understanding of federal and state statutes governing P3 and alternative delivery procurements, and the Commonwealth’s procurement processes for multi-modal transportation projects, vertical and social infrastructure. In particular, the Proposal should focus on the Offeror Team’s experience in evaluating, managing, negotiating, or otherwise participating in public-private partnerships or alternative delivery methods for multi-modal transportation projects, as well as vertical and social infrastructure projects.
 - iii. Proposals should also provide any relevant experience the Offeror team may have with the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), US Army Corps of

Engineers (Corps), Transportation Infrastructure Finance and Innovation Office (TIFIA), Department of Energy (DOE), or other relevant Federal agencies, particularly in regards to public-private partnerships or alternative delivery methods for projects.

3. Approach to Providing Services:

- i. The Proposals shall contain a detailed description of the approach to providing services. The approach description shall provide sufficient information to enable the Evaluation Committee to understand and evaluate the Offerors plan to meet the requirements of the services requested.
- ii. The Offerors should strive to assemble an Offeror Team that provides the wide range of services noted in the Statement of Needs and describe how the Offeror team will work in coordination with the P3 Office to meet the objectives of the P3 Program.
- iii. The Offerors approach description shall contain a staffing plan with an organizational chart(s) indicating the resources and individuals to be dedicated to the services required consistent with Section III.B.2. The staffing plan should include the number of individuals and names where possible, to be assigned to the project. The staffing plan should also include the ability of the Offeror team to respond in a timely manner to requests from the P3 Office.
- iv. Subcontractors may be shared between two or more Offeror teams; provided that such subcontractor will not act as a conduit of information between the teams.
- v. The Offerors shall include their policy statement regarding Equal Employment Opportunities.

4. Small Business Subcontracting Plan:

- i. The Offeror shall submit [Attachment B](#), Small Business Subcontracting Plan, and indicate its planned utilization of Virginia Department of Small Business and Supplier Diversity (SBSD) certified small businesses under the resulting Contract and the Offerors status as a SBSBD certified small business in accordance with instructions of [Attachment B](#). It is preferable that the Small Business Subcontracting Plan be provided in a separate envelope within the Proposal package.
- ii. See Special Terms and Conditions, Section IX.18 for additional information on small business contracting and required evidence of compliance.
- iii. Small Business Subcontracting Plan does not count towards page limit for service category.

5. Fee Proposal forms:

- i. The Offeror shall submit completed Fee Proposal forms ([Attachment G](#)) for each staffing position required for the service category included in the Proposal. The Fee Proposal Form requires the Offeror to indicate set Hourly Rates for each staff position. In addition, the Offeror must indicate a quality assurance Minimum Hourly Rate for staff positions expected to conduct quality assurance over work performed by Subcontractors.
- ii. The Fee Proposal form also includes alternative pricing for services that are routine and central to the business. The Offeror has the opportunity to propose additional services for alternative pricing.
- iii. Fee Proposal forms do not count towards page limit for service category.

6. Resume forms:

- i. The Offeror shall submit completed Resume for each staffing position required for service category included in the Proposal.
- ii. Resume forms do not count towards page limit for service category.
- iii. The Offerors shall be aware that the ASD Contract Officer reserves the right to conduct an independent investigation of any information, including prior experience, identified in a Proposal

by contacting project references, accessing public information, contacting independent parties, or any other means. The ASD Contract Officer also reserves the right to request additional information from an Offeror during the evaluation of its Proposal.

VI. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA:

1. The Evaluation Committee will review all Proposals received by the Proposal submission deadline. Proposals must be complete and responsive to all sections of the Request for Proposals. Proposals that do not fulfill all program requirements or omit any of the requested contents may receive a reduced evaluation.
2. The Proposals will be evaluated by the criteria listed below:

| <u>Criteria</u> | <u>Weight</u> |
|--|-------------------------|
| i. Experience, qualifications & capabilities of Offeror team | 25 points |
| ii. Approach and Methodology to Providing Services | 20 points |
| iii. Fee Proposal | 20 points |
| iv. Approach to alternative pricing structure | 15 points |
| v. Small Business Subcontracting Plan | <u>20 points</u> |
| | Total 100 points |

3. Small Business Subcontracting Plan Evaluation Criteria: Bidders certified as small businesses by the Virginia Department of Minority Business Enterprise (DMBE) by the date bids are due in response to this solicitation shall receive 20 points. Bidders that identify in [Attachment B](#), portions of the resulting Contract that will be subcontracted to DMBE certified small businesses will receive up to fifteen points (15) in accordance with the following chart.

| Scoring Matrix (20 Point Scale) | | | |
|------------------------------------|--------|-----------------|--------|
| Proposed SWaM % | Points | Proposed SWaM % | Points |
| 42% | 15 | 21% | 7.5 |
| 41% | 14.6 | 20% | 7.1 |
| 40% | 14.2 | 19% | 6.7 |
| 39% | 13.9 | 18% | 6.4 |
| 38% | 13.5 | 17% | 6 |
| 37% | 13.2 | 16% | 5.7 |
| 36% | 12.8 | 15% | 5.3 |
| 35% | 12.5 | 14% | 5 |
| 34% | 12.1 | 13% | 4.6 |
| 33% | 11.7 | 12% | 4.2 |
| 32% | 11.4 | 11% | 3.9 |
| 31% | 11 | 10% | 3.5 |
| 30% | 10.7 | 9% | 3.2 |
| 29% | 10.3 | 8% | 2.8 |
| 28% | 10 | 7% | 2.5 |
| 27% | 9.6 | 6% | 2.1 |
| 26% | 9.2 | 5% | 1.7 |
| 25% | 8.9 | 4% | 1.4 |
| 24% | 8.5 | 3% | 1 |
| 23% | 8.2 | 2% | 0.7 |
| 22% | 7.8 | 1% | 0.3 |

4. Fee Proposal Evaluation Criteria: The lowest price shall be scored the maximum number of evaluation points for price. The lowest price is then divided by each of the higher offeror's proposed price in turn. The quotient is then multiplied by the points assigned for price to determine the evaluation points to be assigned to each higher price proposal.

$$\frac{\text{Lowest Price Offered}}{\text{Price of Offer being Evaluated}} = \% \text{ Factor X } \frac{\text{Maximum Available}}{\text{Points}} = \text{Points Assigned}$$

A. AWARD TO MULTIPLE CONTRACTORS:

1. Selection shall be made of two or more Contractors deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted by the ASD Contracting Officer with the Contractors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Contractor so selected, the Evaluation Committee shall select the Contractor(s) which, in its opinion, has made the best Proposal(s), and shall award Contract(s) to that Contractor(s). The ASD Contract Officer and Evaluation Team reserves the right to make multiple awards as a result of this solicitation.
2. The ASD Contract Officer may cancel this Request for Proposals or reject Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular Proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Evaluation Team, in coordination with the ASD Contract Officer, determine in writing, that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Contractor. The

award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Proposal as negotiated.

VII. REPORTING AND DELIVERY INSTRUCTIONS:

A. Project Task Orders

1. Individual tasks for work assignments shall be developed on a P3 Office Task Order template. The Task Order may be created by the P3 Office or a coordinated effort between the P3 Office and the Contractor. Each Task Order must be in writing and have signatory approval from the Contractor, ASD Contract Officer (if over \$100,000), P3 Office Contract Administrator, Project Manager, and P3 Office Deputy Director before any work takes place. Each Task Order shall be numbered by the P3 Office and organized in such a manner as to identify it as an individual Task Order among many held by a Contractor. Supplemental Task Orders shall utilize the original Task Order number, with a subsequent number to identify the supplement (e.g. Task Order 412-1). Information regarding the original Task Order and the changes as a result of the supplemental Task Order shall be clearly explained in the Supplemental Task Order.
2. Each Task Order, and Supplemental Task Order, must include a defined scope of work with deliverables, defined performance criteria, acceptance criteria, schedule, budget, and payment terms. A purchase order number will be assigned each Task Order. The Contractor will not be compensated for unauthorized work; work performed prior to execution of Task Order; or cost overruns unless previously discussed with the Project Manager, Contract Administrator and addressed in a Supplemental Task Order. P3 Office may or may not grant future Task Orders. Project Task Orders will not be issued unless funding has been identified and available to do the work.
3. The estimated level of effort for each task will be determined as the Contractor develops a detailed work plan. The detailed work plan must be accepted by P3 Office before performing any work on a given task. The Contractor and P3 Office will negotiate the tasks, the time frames for each task and will require the Contractor to submit a specific cost proposal explaining the payment schedule and general labor expectations to justify the fixed price manner in which payments will be made.
4. Travel elements (e.g. lodging, meals) identified as indirect costs in a Task Order, shall comply with the most current version of VDOT's Travel Policy. Reimbursement for travel (mileage, meals or lodging) is not allowed, unless approved in writing and in advance by the Department, for positions that are not required to have a vehicle. In those cases where travel allowance is authorized, travel reimbursement shall be in accordance with most current Commonwealth of Virginia, Department of Accounts "Commonwealth Accounting Policies and Procedures (CAPP) Manual Topic 20335." The CAPP manual is available at the DOA website at <http://www.doa.virginia.gov>. When travel is approved, the nearest office from where the travel will originate must be specified in the proposal.

VIII. OPTIONAL PRE-PROPOSAL TELECONFERENCE:

In lieu of VDOT's Commissioner's guidance on social distancing, an optional pre-proposal teleconference will be hosted by the Contract Officer at **12:00 P.M. on September 8, 2020.**

The teleconference will begin promptly at the time indicated above. If you plan to participate in the Pre-Proposal Teleconference, provide the following information via email to tiffany.winfrey@vdot.virginia.gov no later than **COB September 7, 2020.**

B. Company Name and Address

C. Representative Name, Phone Number, Email Address

The conference will begin promptly at the time indicated above. The Contract Officer will verify who is in attendance at the start of the conference.

This conference can be accessed with the below dial-in information:

Dial: 1 475-558-0213

Enter Meeting PIN ID: 310 105 271#

Or, this conference can be accessed by downloading the free Google Meet App on your smart device:

- A. From the Google App, click on “Join a Meeting”
- B. Enter meeting code: **xpw-rwzd-myf**
- C. Then select “Join Now”

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Please read this RFP prior to the conference. The purpose of this teleconference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

All questions received will be responded to in writing and you must only rely on written responses. Any changes, clarifications and/or modification resulting from this teleconference to the solicitation, will result in an addendum posted to eVA.

While attendance at this webinar is not a prerequisite to submitting a Proposal, Offerors who intend to submit a Proposal are encouraged to attend. Please have a copy of the solicitation with you for reference during the teleconference.

IX. GENERAL TERMS AND CONDITIONS:

- A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “I Sell To Virginia”.
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any Contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair

Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.24343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), 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, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING:** By submitting their Proposals, Offerors certify that their Proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (contractor), supplier, manufacturer or subcontractor in connection with their Proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By participating in this procurement, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type services covered by this solicitation. Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:**
Failure to submit a Proposal on the official state form provided for that purpose may be a cause for rejection of the Proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the Proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a Proposal.
- I. CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the VDOT contract officer and the P3 Office contract administrator, whose names appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the VDOT contract officer.
- J. PAYMENT:**
- 1. To Prime Contractor:**
- i. Invoices for services under this Contract shall be submitted by the Contractor directly to the P3 Office at Suite 1306, 1401 E. Broad Street, Richmond, VA 23219. All invoices shall show the Task Order/Supplemental Task Order number, Contract number, Project Manager’s name, purchase order number, and be submitted for payment monthly;
 - ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days;
 - iii. All services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency or RPE is being billed;

- iv. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act;
- v. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the P3 Office shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- i. A Contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the P3 Office for the proportionate share of the payment received for work performed by the Subcontractor(s) under the Contract; or
 - b. To notify the P3 Office and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - ii. The Contractor is obligated to pay the Subcontractor(s) interest at the rate described in the *Code of Virginia* §2.2-4805(B) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier subcontractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a Subcontractor is not to be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the Contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subcontractor default) with the SWaM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and Subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF CONTRACTORS:** The P3 Office may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerors to perform the services and the Contractor shall furnish to the P3 Office all such information and data for this purpose as may be requested. The P3 Office reserves the right to inspect Offerors physical facilities prior to award to satisfy questions regarding the Offerors capabilities. The P3 Office further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the P3 Office that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services contemplated therein.
- M. TESTING AND INSPECTION:** The ASD Contract Officer reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT:** A Contract shall not be assignable by the Contractor in whole or in part without the written consent of ASD Contract Officer.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the Contract. Any additional services to be provided shall be ancillary to the Contract services, or within the same broad product or service categories as were included in the Contract award. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 2. The ASD Contract Officer may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, services to be performed and additional expertise necessary to perform the services. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other Contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the ASD Contract Officer of the adjustment to be sought, and before proceeding to comply with the notice, shall await the ASD Contract Officer's written decision affirming, modifying, or revoking the prior written notice. If the ASD Contract Officer issues a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the ASD Contract Officer a credit for any savings. Said compensation shall be determined by one of the following methods:
 - i. By mutual agreement between the parties in writing; or
 - ii. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the ASD Contract Officer's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - iii. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the ASD Contract Officer with all vouchers and records of expenses incurred and savings realized. The ASD Contract Officer shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the ASD Contract Officer within thirty (30) days from the date of receipt of the written order from the ASD Contract Officer. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or

time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the ASD Contract Officer or with the performance of the Contract generally.

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

Q. Intentionally omitted

R. Intentionally omitted

S. Intentionally omitted

T. INSURANCE: By signing and submitting a bid or Proposal under this solicitation, the Contractor certifies that if awarded the Contract, it will have the following insurance coverage at the time the Contract is awarded. For construction Contracts, if any Subcontractors are involved, the Subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Contractor further certifies that the Contractor and any Subcontractors will maintain this insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the Contract shall be in noncompliance with the Contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the Contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, the ASD Contract Officer will publicly post such notice on eVA (www.eva.virginia.gov) for a minimum of 10 days. The P3 Office will also post the notice on the www.p3virginia.org website.

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

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

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

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/Proposal being rejected.

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

1. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - i. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/Contract with the eVA transaction fee specified above assessed for each order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the VDOT shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

Z. SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY: This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro business or small businesses this include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, Offerors and their team members shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of Proposals.

AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, Contractors shall state offer prices in US dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a Contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CC. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

X. SPECIAL TERMS AND CONDITIONS:

- A. ADDITIONAL USERS:** This procurement is being conducted by VDOT ASD on behalf of VDOT as well as state agencies identified in the Contract. The Additional Users for this procurement will include: Virginia Department of Rail and Public Transportation, Virginia Department of Motor Vehicles, Virginia Motor Dealership Board, Virginia Department of Aviation, Virginia Port Authority, Virginia Commercial Space Flight Authority, and Virginia Office of Intermodal Planning and Investment.
- B. AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the Contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor's Office and made available to the Commonwealth at reasonable times. Such evidence will be subject to audit and inspection at any time by the Commonwealth.
- C. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. CLAIMS:** The Contractor shall be responsible for the resolution of any and all damage claims resulting from services provided herein. Within 30 days of VDOT's notification to the Contractor of a claim, Contractor shall respond in writing to the claimant and copy VDOT ASD. Failure to properly respond to and resolve claims in a timely manner constitutes unsatisfactory performance and may result in cancellation of the Contract and/or removal from the Contractor list.
- E. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a Contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow VDOT to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this Contract may be required to sign a confidentiality statement.
- F. CONFIDENTIALITY OF INFORMATION AND WORK PRODUCTS:** The Contractor assures that information and data obtained as a result of or in the process of performing the services under this Contract including without limitation internal memos, reports and communications, proprietary information, information designated confidential by VDOT, and any other sensitive information will be held confidential. The Contractor

likewise assures that work product developed or created under this Contract will be held confidential. The Contractor may be requested to execute a separate Confidentiality Agreement covering a specific project.

- G. eVA ORDERS AND CONTRACTS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- H. E-VERIFY PROGRAM:** Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a Contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such Contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Contract. Any such employer who fails to comply with these provisions shall be debarred from Contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

- I. MINORS ON WORK SITE:** No minors, under the age of eighteen, will be allowed on the work site(s) where this Contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia

- J. OPEN AND CONCEALED CARRY OF FIREARMS:** It is the policy of the Commonwealth that open and concealed carry of firearms shall be prohibited in offices occupied by executive branch agencies, unless held by law enforcement, authorized security, or military personnel authorized to carry firearms in accordance with their duties. Therefore, the contractor shall comply with the requirements of Executive Order 50, Virginia Department of General Services Directive 16 and Regulations Banning Concealed Firearms in Offices Owned or Occupied by Executive Branch Agencies, 1 VAC 30-105, Virginia Department of Human Resources Management Policy 1.80, and any other applicable laws or policies consistent with the above mentioned laws and policies. VDOT shall retain the right to expel any person from its premises who is violating this policy, in addition to pursuing any other remedies which may be available under this Agreement and applicable laws.

- K. PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- L. PROSECUTION OF WORK:** During the prosecution of work, the VDOT Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.

M. PROPOSAL PRICES: Proposal pricing shall be in the form of a minimum hourly rate for each staffing position identified under Section III.B. The hourly rates will then be negotiated prior to award between the Offeror and VDOT. See [Attachment G](#).

N. PROPRIETARY INFORMATION: All information submitted to VDOT is subject to disclosure under the Freedom of Information Act (2.2-3700 et seq. of the Code of Virginia) unless a specific exclusion applies. To claim an exclusion under the Virginia Public Procurement Act (2.2-4300 et seq. of the Code of Virginia), for data or materials submitted as part of a procurement transaction or prequalification application that Offerors believe are trade secrets or proprietary information, the following must be filed:

- i. A written request, either before or at the time the data or materials are submitted, that:
 - a. Invokes the protection of 2.2-4342 of the Code of Virginia
 - b. Identifies the specific data or other materials you seek to exclude and protect by using some distinct method such as highlighting or underlining. (Only identify the specific words, figures, or paragraphs that are claimed to be trade secrets or proprietary information; the identification of an entire document, line item, or total price is not acceptable and may result in rejection of the claim for protection); and
 - c. States the reasons why protection is necessary, and a
- ii. A redacted copy of your submittal that deletes or blocks all data or material which is identified as a trade secret or proprietary information in the written request.

O. QUALIFICATIONS OF CONTRACTORS: VDOT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the Contract. Such investigations may include but are not limited to fingerprint-based criminal history background checks, credit checks, legal residence checks, or proof of US citizenship. The Offeror shall furnish to VDOT all such information and data for this purpose as may be requested. VDOT further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VDOT that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

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

The Assurance and Compliance Office of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Virginia Department of Transportation shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant

to the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

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

Q. REFERENCES: See [Attachment A](#) (Contractor Data Sheet).

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

S. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a

Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

2. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver VDOT monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. Prime Contractor Subcontractor Reporting:
 - i. Each prime contractor who wins an award greater than \$100,000, shall deliver VDOT on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the Contract Officer.
 - ii. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

T. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its Proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror or Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or Proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Offeror agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Offeror's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Offeror as demonstrating compliance.

U. SUBCONTRACTS: The contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

V. TERM OF CONTRACT: The Contract period will extend from date of award through a five (5) year period.

W. TERMINATION OF CONTRACT: If the Contractor fails to provide quality services in a professional manner and in accordance with applicable laws, regulations or Proposal provisions, solely as determined by VDOT and, upon receipt of notice from VDOT does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by VDOT), VDOT reserves the right to terminate the Contract by giving written notice to the Contractor. Upon termination VDOT may procure the services from another Contractor in accordance with the Default term within the General Terms and Conditions.

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

Y. LIMITATION OF LIABILITY: To the maximum extent permitted by applicable law, the Contractor's liability under this contract for loss or damages to the Department caused by performance and/or delivery of services under this contract, irrespective of the form of action, shall not exceed the greater of three (3) times the amount of money paid to the contractor under this contract. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) damages or injuries caused by willful misconduct or bad faith on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, reimbursement or indemnification.

XI. METHOD FOR PAYMENT:

Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory completion of work. Invoices shall be submitted to the address listed below for all items completed within the designated billing period: Virginia Department of Transportation - Office of Public-Private Partnerships (P3 OFFICE), Suite 1306, 1401 E. Broad Street, Richmond, Virginia 23219.

Invoices shall be submitted monthly. Invoices shall include the Contract number, purchase order number, Task Order number, hourly rates, number of hours spent on Task Order elements, and indirect costs based on the Contract pricing schedule. No payment will be made for work completed or in progress before the Task Order's execution, or in progress on the prescribed payment dates. Work completed will be verified in writing by a P3 Office and Contractor point of contact on an agreeable format.

XII. PRICING SCHEDULE:

Offeror shall complete the pricing schedule, [Attachment G](#) and submit as a separate file from the Proposal; after negotiations, the pricing schedule will be finalized for use by the Contractor and P3 Office during the Contract period.

ATTACHMENT A
CONTRACTOR'S DATA SHEET

1. **QUALIFICATIONS OF CONTRACTOR:** The Contractor must have the capability and capacity in all respects to fully satisfy all of the Contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service.
 _____ Years _____ Months

3. **REFERENCES:** Indicate either below or by attachment a listing of at least three (3) clients that your firm has provided the products and/or services described in the Proposal. Include the dates service was furnished, and the name, address, email address, telephone and fax number of the person the purchasing agency has your permission to contact. A narrative statement should be provided for each reference, describing the scope, size and type of service provided to each reference. **Please verify that the contact persons whom you have listed below are still employed with these firms prior to submitting their names.**

| CLIENT'S NAME AND ADDRESS | BEGIN & END DATES OF SERVICE | NARRATIVE STATEMENT | PERSON TO CONTACT AND TELEPHONE, FAX NUMBER AND EMAIL |
|---------------------------|------------------------------|---------------------|---|
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4. Is your firm currently registered as an eVA vendor? No Yes Registration is a requirement to receive an award.

ATTACHMENT B

SMALL BUSINESS SUBCONTRACTING PLAN



**Failure to complete, sign and return Section A or B of this Attachment
MAY result in your Proposal being rejected**

If you have any questions contact *Tiffany Winfrey* at *Tiffany.Winfrey@vdot.virginia.gov* for assistance.

SPECIAL NOTICE TO BIDDER

This solicitation contains Attachment B Small Business Subcontracting Plan. **This Attachment must be completed by all Offerors.** Offers completing Section A and subcontractors included in Section B of the Small Business Subcontracting Plan must be certified as a small business by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of this solicitation to participate in the SWaM Program.

ATTACHMENT B

Section "A"

SMALL BUSINESS SUBCONTRACTING PLAN

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov/> (Customer Service).

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential offerors are required to submit a Small Business Subcontracting Plan.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include SBSBD-certified women- and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.sbsd.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period and any subsequent renewal periods in Section B.

Offerors which are DSBSD-certified small businesses will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not DSBSD-certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period. Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification Number: _____ Certification Expiration Date: _____

ATTACHMENT B

Section "B"

SMALL BUSINESS SUBCONTRACTING PLAN

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this Contract for the initial Contract period in relation to the bidder's total price for the initial Contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, Subcontractors, suppliers, etc. It is important to note that the proposed participation will be incorporated into the subsequent Contract and will be a requirement of the Contract. Failure to obtain the proposed participation percentages may result in breach of the Contract.

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

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

ATTACHMENT C

DEPARTMENT OF TRANSPORTATION INSTRUCTIONS FOR SWaM COMPLIANCE REPORT

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

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

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

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

REPORTING SCHEDULE

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

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the VDOT Contract Officer on the following business day.

ATTACHMENT C
SWAM COMPLIANCE REPORT

(1a) Contract Name _____

(1c) Contract No. _____

(2) Period Ending _____

(1b) District _____

| (3) Subcontractor/ Vendor Tele No., Certification No. | (4) Tax I.D. No. | (5) SWaM Category S, W, M, Service Disabled Veteran (SDV), None | (6) Sub-Contract Amount | (7) Subcontractor Payment | | (8) Type of Work or Commodity |
|--|---------------------|--|----------------------------|---------------------------|--------------|-------------------------------|
| | | | | (7a) This Quarter | (7b) To Date | |
| | | | | | | |
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All amounts paid to subcontractors/vendors are to be reported and submitted by The 5th business day after the end of each month to the Contract Officer. See instructions.

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

Signature and Title of Company Official _____ Date _____

Print Name and telephone # of Individual Completing Report _____



ATTACHMENT D

Virginia State Corporation Commission (SCC) registration information

The Contractor:

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

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

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

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

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



ATTACHMENT E

**PROPRIETARY/CONFIDENTIAL INFORMATION
SUMMARY FORM**

| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|---------------|----------------|---|
| | | |
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*Identify the reason for withholding from disclosure in accordance with the Code of Virginia § 2.2-4342F.



ATTACHMENT F
SUBCONTRACTOR APPROVAL REQUEST

Contractor Name _____ **Contract No.** _____

No portion of the work (including equipment) shall be subcontracted to another firm or individual **without prior written consent** of Virginia Department of Transportation (herein referred to as VDOT). In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VDOT with the names, qualifications, and experience of their proposed subcontractors for agency approval. The primary contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract.

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below.

| FIRM INDIVIDUAL'S NAME & ADDRESS | CONTACT PERSON AND PHONE NUMBER | TYPE OF WORK TO BE PERFORMED |
|---|--|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

TYPE OF EQUIPMENT PROPOSED SUBCONTRACTOR WILL PROVIDE

QUALIFICATIONS / EXPERIENCE LEVEL OF PROPOSED SUBCONTRACTOR

Indicate below if any of the above proposed subcontractors are DSBSD-certified as Small, Small Women-owned or Small Minority-owned Businesses, and if the original proposal response included plan for utilization of small businesses, submit revised Attachment B, **Small Business Subcontracting Plan, Section B. Plan for Utilization of DSBSD-Certified Small Businesses.**

Company Name: _____
Certification Number: _____

FOR VDOT USE ONLY:

The proposed subcontractor(s) listed above is/are approved and accepted under the terms and conditions of the contract requirements herein.

Signature of Contract Officer Date Telephone Number



ATTACHMENT G

PRICING SCHEDULE

| Staffing Position | Minimum Hourly Rate | Quality Control Minimum Hourly Rate | Assurance/Quality |
|----------------------------------|----------------------------|--|--------------------------|
| Expert | | | |
| Task Manager | | | |
| Task Specialist | | | |
| Administrative Support Personnel | | | |
| Estimator | | | |
| Scheduler | | | |

Alternative Pricing Schedule

The P3 Office wants to solicit alternative approaches to pricing services/deliverables that are considered routine, frequent or typical to its business. The P3 Office aims to achieve cost efficiencies by standardizing pricing for appropriate services/deliverables that include:

| SERVICES/DELIVERABLES | Minimum Price |
|---|----------------------|
| Annual review of Concessionaire Base Case Financial Model | |
| Preliminary Financial Analysis with key defined metrics | |
| Update/refresh of Traffic and Revenue studies | |
| Level 1/Sketch level Traffic and Revenue studies | |
| Development of briefings or presentations to VDOT Executives or the Secretariat | |
| Screening Report | |
| Lessons Learned Report | |
| Public Sector Analysis and Competition | |
| Operations and Maintenance Cost Estimate | |
| Design-Build Cost Estimates | |
| Others to be proposed by Offerors | |



ATTACHMENT H

P3 Office Task Order template form <https://www.p3virginia.org/ppta-resources/>

See:

NOTE: P3 Office Task Order template form will be revised periodically; the P3 Contract Administrator will notify the Contractors listed points of contact via email.