

REQUEST FOR PROPOSAL (RFP)

Issue Date: August 3, 2010

RFP# 121-ABJ

Title: Statewide Cultural Resource Consulting Services

Commodity Code: 92600

Issuing Agency:

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

Using Agency And/Or Location

Where Work Will Be Performed:

Virginia Department of Transportation (VDOT)
STATEWIDE

Initial Period Of Contract: From Period Determined At Award Through Five Years.

Sealed Proposals Will Be Received Until September 10, 2010, 2 P.M. For Furnishing The Goods/Services Described Herein.
Date and Time

All Inquiries For Information **SHOULD** Be Directed In Writing, to: Alice Braswell-Jones, Contract Officer, via e-mail: Alice.Braswell-Jones@vdot.virginia.gov. No questions will be answered by phone or verbally. **All questions must be received on or before August 31, 2010 EDT.**

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

<u>1201 E. Broad Street</u>	<u>Hospital Building</u>	<u>First Floor</u>	<u>N/A</u>
Street Address	Building	Floor	Room No.

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

State Corporation Commission ID Number: _____

* Virginia Contractor License No. _____

Class: _____ Specialty Codes: _____

Name and Address of Firm:

Date: _____

By: _____

(signature in ink)

Name: _____

(type or print)

eVA ID NO. _____

Title _____

Phone: () _____

Fax: () _____

DUNS NO. _____

E-Mail _____

*** PREPROPOSAL CONFERENCE: See section VII. PRE-PROPOSAL CONFERENCE for complete conference details.**

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

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with one or more qualified Contractors to provide cultural resource consulting services statewide, as needed, including but not limited to the identification, evaluation and treatment of historic buildings, structures, districts, objects and sites for Virginia Department of Transportation (VDOT) projects throughout the Commonwealth of Virginia.

Individual tasks will be developed and implemented over the term of the contract. VDOT cannot guarantee the number of individual tasks which might be needed nor the dollar amount of any individual task or their aggregate amount.

II. BACKGROUND:

VDOT has its own professional cultural resource staff located in its Central Office and distributed among three (3) district service areas. These staff members include archaeologists and architectural historians meeting the professional qualifications defined by the Secretary of the Interior.

VDOT has nine (9) Construction Districts. The cultural resource services areas provide assistance to the Construction Districts as follows:

- Service Area – Fredericksburg, Culpeper and Northern Virginia Districts
- Service Area – Hampton Roads and Richmond Districts
- Service Area – Bristol, Lynchburg, Salem and Staunton Districts.

When VDOT's needs exceed the ability of its own staff to conduct necessary cultural resources work in a timely manner, VDOT relies on consulting firms to provide cultural resource services. The consultant's role is primarily to complete technical studies and provide recommendations to the VDOT. VDOT cultural resource staff play the primary role in interagency coordination.

All cultural resource studies for projects administered by VDOT are conducted in accordance with the most recent or updated guidelines as follows: the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-4474); the Virginia Department of Historic Resources' (VDHR) *Guidelines for Conducting Cultural Resource Survey in Virginia* (1999, Rev. 2003); the VDHR's *Guidelines for Archaeological Investigations in Virginia* (July 2009); and VDOT's *Expectations and Standard Products for Cultural Resource Surveys* (February 18, 2010) (See Attachment H); or the most current revisions or replacements to these documents.

Most cultural resource studies conducted for VDOT are carried out in a regulatory environment pursuant to federal laws such as Section 106 of the National Historic

Preservation Act (16 U.S.C. 470) and its implementing regulations, 36 CFR Part 800; the National Environmental Policy Act (42 U.S.C. 4321 and 4331-4335); and Section 4(f) of the Department of Transportation Act (49 U.S.C. 303, 23 U.S.C. 138, 23 CFR 774).

Projects without federal involvement are conducted pursuant to the *Code of Virginia*, Section 10.1-1188, and the *Programmatic Agreement Between the Virginia Departments of Transportation and Historic Resources Concerning Interagency Project Coordination* (1999) (See Attachment I). The Contractor/Consultant also conducts the work in accordance with the Commonwealth of Virginia's laws and regulations that pertain to antiquities, caves, underwater resources, and human remains. The Contractor/Consultant shall follow the health and safety guidance employed by VDOT and comply with federal and state regulations for excavation and protective systems (Subpart P of 29 CFR 1926.650 through 1926.652; 16 VAC 25-17—10, 20, 30). The Contractor/Consultant shall also ensure land disturbance activities associated with its studies are in compliance with the Virginia laws and regulations for erosion and sediment control (Title 10.1 Chapter 5, Article 4 of the *Code of Virginia* 4VAC 30-50).

Over the past three (3) years VDOT has issued Task Orders for these services statewide with a total value of \$1,523,464. However, past performance may not be an indicator of future values.

III. **STATEMENT OF NEEDS:** VDOT is seeking a multi-disciplinary cultural resource consulting firm to supplement its own staff in providing cultural resource services for VDOT. After the contract is executed, this agreement will function as a Time and Materials Contract. Task Order assignments will be made by VDOT. Project information will be provided to the Contractor with a request for an estimate. The Task Order scope and cost will be negotiated by the VDOT Project Manager. Upon completion of negotiation, a Notice to Proceed will be issued for the agreed upon Task Order scope, schedule and cost.

A. **SCOPE OF SERVICES:** The scope of work for the various types of cultural resource services may include, but is not limited to the following:

1. **Archaeological Assessments**

- a. The objective of this task is to predict the likely effects of a proposed transportation project – usually involving multiple alternatives or corridors – on archaeological sites and districts listed, or eligible for listing in the National Register of Historic Places (NRHP).
- b. This task involves inventory and documentary research to predict the likely presence of any archaeological properties valued principally for preservation in place, comparing the relative degree

of ground disturbance between alternatives, and developing expectations concerning relative impacts to significant archaeological resources between alternatives or corridors.

- c. This task may involve limited field inspection to confirm the results of inventory and documentary research with limited or no archaeological subsurface testing.

2. Archaeological Surveys (Phase I):

- a. The objective of this task is to determine the presence or absence of archaeological sites and districts within a transportation project's defined area of potential effect.
- b. This task may be performed on land or underwater and may include, but is not limited to the following:
 - 1). background documentary research and/or historic context development;
 - 2). acquisition of federal Archeological Resources Protection Act (ARPA) permits, archaeological fieldwork, laboratory analysis;
 - 3). the preparation and submission of Data Sharing System (DSS) inventory records to the VDHR; and
 - 4). report preparation in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-4474); the Virginia Department of Historic Resources' (VDHR) *Guidelines for Conducting Cultural Resource Survey in Virginia* (1999, Rev. 2003); the VDHR's *Guidelines for Archaeological Investigations in Virginia* (July 2009); and VDOT's *Expectations and Standard Products for Cultural Resource Surveys* (February 18, 2010) (See Attachment H); or the most current revisions or replacements to these documents.
- c. Archaeological Surveys (Phase I) also may include, but are not limited to the following:
 - 1). remote sensing (e.g., metal detector, ground-penetrating radar, side scan sonar, magnetometer, acoustic sub-bottom profiler, etc.);
 - 2). investigations in both terrestrial and underwater locations; and,
 - 3). the use of diving for the visual examination of underwater targets identified by remote sensing.
- d. This task includes, to the extent possible, determining whether identified resources are not eligible for listing in the NRHP or if

additional archaeological testing is necessary to determine conclusively NRHP eligibility.

3. Architectural Surveys (Phase I):

- a. The objective of this task is to determine the presence or absence of buildings, structures, districts, non-archaeological sites (e.g., battlefields), landscapes, traditional cultural properties, and objects greater than fifty (50) years of age within a transportation project's defined area of potential effect.
- b. This task may include, but is not limited to the following:
 - 1). background documentary research and/or historic context development;
 - 2). architectural fieldwork;
 - 3). the preparation and submission of Data Sharing System (DSS) inventory records and photographic documentation to VDHR; and
 - 4). report preparation in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-4474); the Virginia Department of Historic Resources' (VDHR) *Guidelines for Conducting Cultural Resource Survey in Virginia* (1999, Rev. 2003); and VDOT's *Expectations and Standard Products for Cultural Resource Surveys* (February 18, 2010) (See Attachment H); or the most current revisions or replacements to these documents.
- c. This task also includes, to the extent possible, determining whether identified resources are not eligible for listing in the NRHP or if additional historical or architectural research is necessary to determine conclusively NRHP eligibility.

4. Cultural Resources Surveys (Phase I):

- a. The objective of this task is to determine the presence or absence of buildings, structures, districts, landscapes, traditional cultural properties, sites, (both archaeological and non-archaeological), and objects, greater than fifty (50) years of age within a transportation project's defined area of potential effect.
- b. This task may include, but is not limited to the following:
 - 1). background documentary research and/or historic context development;
 - 2). acquisition of federal ARPA permits;

- 3). archaeological and architectural fieldwork;
 - 4). laboratory analysis;
 - 5). the preparation and submission of inventory records to VDHR; and
 - 6). report preparation in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-4474); the Virginia Department of Historic Resources' (VDHR) *Guidelines for Conducting Cultural Resource Survey in Virginia* (1999, Rev. 2003); the VDHR's *Guidelines for Archaeological Investigations in Virginia* (July 2009); and VDOT's *Expectations and Standard Products for Cultural Resource Surveys* (February 18, 2010) (See Attachment H); or the most current revisions or replacements to these documents.
- c. This task also includes, to the extent possible, determining whether identified resources are not eligible for listing in the NRHP or if additional archaeological, historical, or architectural research is necessary to determine conclusively NRHP eligibility.
5. Archaeological Evaluation Studies (Phase II):
- a. The objective of this task is to evaluate the eligibility of an archaeological resource for listing in the NRHP in accordance with established evaluation criteria (36 CFR Part 60).
 - b. This task may involve, but is not limited to the following:
 - 1). detailed documentary and background research to establish appropriate historic contexts for evaluation;
 - 2). acquisition of federal ARPA permits;
 - 3). archaeological testing by close-interval shovel testing, large unit testing or mechanical removal of surface deposits;
 - 4). laboratory analysis;
 - 5). updating VDHR DSS inventory records; and,
 - 6). the preparation of a technical report in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-4474); the Virginia Department of Historic Resources' (VDHR) *Guidelines for Conducting Cultural Resource Survey in Virginia* (1999, Rev. 2003); the VDHR's *Guidelines for Archaeological Investigations in Virginia* (July 2009); or the most current revisions or replacements to these documents.

6. Architectural Evaluation Studies (Phase II):

- a. The objective of this task is to evaluate the eligibility of a building, structure, district, non-archaeological site (e.g., battlefield), landscape, traditional cultural property, or object for listing in the National Register of Historic Places in accordance with established evaluation criteria (36 CFR 60).
- b. This task may involve, but is not limited to the following:
 - 1). detailed documentary and background research to establish appropriate historic contexts for evaluation;
 - 2). field study to document the character of the resource in writing, plans, and/or maps;
 - 3). photographic documentation of the resource;
 - 4). preparation of a technical report in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-4474); the Virginia Department of Historic Resources' (VDHR) *Guidelines for Conducting Cultural Resource Survey in Virginia* (1999, Rev. 2003); or the most current revisions or replacements to these documents.
 - 5). the preparation of an intensive-level DSS record in accordance with system requirements.

7. Historic Context Preparation:

- a. The objective of this task is to prepare historic context documentation in accordance with established federal standards and guidelines.
- b. The task may include, but is not limited to the following:
 - 1). detailed documentary research;
 - 2). definition of the appropriate theme-time-space organizational framework, integrity standards, and property evaluation criteria; and;
 - 3). report preparation.

8. Archaeological Data Recovery Plan Preparation:

- a. The objective of this task is to prepare a written plan for the recovery of important information for an archaeological resource listed, or eligible for listing in the NRHP.

- b. This task may include, but is not limited to the following:
 - 1). detailed historical and background research;
 - 2). identification of research questions that will be addressed through data recovery;
 - 3). definition of the field and laboratory methods and analytical techniques that will be used to answer these questions;
 - 4). development of plans for the curation of collections and records;
 - 5). development of plans for dissemination of the results of the data recovery program to the public and professional community; and,
 - 6). preparation of an application for a VDHR permit for the archaeological removal of human remains and associated funerary artifacts.

9. Archaeological Data Recovery:

- a. The objective of this task is the scientific recovery of important archaeological information from a NRHP-eligible site in accordance with an approved Archaeological Data Recovery Plan.
- b. Activities associated with this task may include, but are not limited to the following:
 - 1). background and detailed documentary research;
 - 2). acquisition of required state or federal permits (e.g., ARPA, burial, cave, or underwater);
 - 3). field investigations;
 - 4). data analysis;
 - 5). report preparation;
 - 6). curation of collections and records;
 - 7). staging of educational events for the public and media; and,
 - 8). dissemination of the results of the investigations through other means (e.g., presentation of lectures and papers to the public or professional community, development of web sites, and construction of small exhibits, if conducted as part of an approved Archaeological Data Recovery Plan).

10. Documentation Of Architectural Properties:

- a. The objective of this task is the documentation of NRHP-listed or eligible buildings, structures, districts, non-archaeological sites (e.g., battlefields), landscapes, traditional historic properties, or objects that will be affected by a transportation project.

- b. Activities associated with this task may include, but are not limited to the following:
 - 1). detailed documentary research;
 - 2). thirty-five (35) mm or large-format film and/or digital photography;
 - 3). preparation of site plans and structural diagrams;
 - 4). the preparation of intensive-level DSS records;
 - 5). the preparation of NRHP nominations;
 - 6). the preparation of Historic American Buildings Survey (HABS), Historic American Engineering Record (HAER), and Historic American Landscape (HALS) documents and photographs;
 - 7). report preparation; and,
 - 8). the preparation of documentation for long-term archiving.

11. Developing and Producing Educational Initiatives:

- a. The objective of this task is the development and/or production of educational products, typically for the public dissemination of cultural resource or historic preservation information derived from transportation projects.
- b. The task may include, but is not limited to the following:
 - 1). background documentary research;
 - 2). preparation of text, illustrations, and related materials for exhibits;
 - 3). the fabrication of exhibits, signs, markers, or brochures;
 - 4). the production of video documentaries; and,
 - 5). the production of electronic products including web-enabled educational materials.

12. Archaeological Monitoring During Construction:

- a. The objective of this task is to monitor construction projects for the presence of archaeological remains not identified through other methods of identification.
- b. Archaeological monitoring may include any of the archaeological field, laboratory, and reporting activities described above and will require scheduling flexibility on the part of the Contractor/Consultant to promptly respond to monitoring needs within established construction activities.

13. Special Cultural Resource Studies:

- a. Certain types of special studies may be performed on a discrete basis or included in any of the tasks defined above.
- b. These special cultural resource studies include, but are not limited to the following:
 - 1). radiocarbon analysis;
 - 2). underwater archaeological investigations;
 - 3). terrestrial remote sensing investigations;
 - 4). seismic analysis pertaining to potential vibratory impacts on historic properties;
 - 5). zooarchaeological analysis;
 - 6). palynological and phytolith analysis;
 - 7). geoarchaeological or sedimentary studies;
 - 8). chemical or physical analysis of recovered archaeological remains;
 - 9). artifact conservation;
 - 10). application of Geographic Information System (GIS) analysis to develop predictive models or sampling strategies; and
 - 11). the analysis of human remains from archaeological sites.

B. **PERSONNEL:** Because personnel availability and response time to new tasks are important considerations to VDOT, Offerors shall identify each individual who will fill a Labor Category identified below as Key Personnel and commit Key Personnel to the performance of this contract on an “as-needed” basis as follows.

1. Offerors shall identify the availability of Key Personnel and the proposed percentage of his or her time each individual will dedicate to this contract in Attachment E – Pricing Schedule – Labor Categories.
2. Key Personnel shall be those persons, whether employed by the Offeror or by one of the Offeror’s prospective Subcontractors, who are expected to occupy one (1) of the following critical Labor Categories in the performance of this contract.
 - a. Principal Officer
 - b. Principal Investigator for Archaeology
 - c. Archaeologist
 - d. Principal Investigator for History
 - e. Historian
 - f. Principal Investigator for Architectural History
 - g. Architectural Historian

- h. Lab Director
 - i. GIS Technician
- 3. VDOT views the Principal Officer as the most critical position on the Contractor's team. The Principal Officer shall be responsible for the following activities at a minimum:
 - a. overall project and contract management;
 - b. subcontractor management; and,
 - c. preparation of progress reports.
- 4. Personnel Qualifications:
 - a. Below is a description of the minimum labor classifications VDOT anticipates will work on this contract and the qualifications that VDOT desires for each of these classifications. The Offeror may provide sub-classifications as part of the proposal; however, **only those classifications listed below will be used by VDOT in evaluating cost in accordance with Section V. Evaluation and Award Criteria of this RFP.**
 - 1). **Principal Officer:** The single representative of the firm, chief manager/program manager, signs proposals or agreements, responsible for all the actions of the firm's cultural resource staff members, earned a professional degree.
 - 2). **Principal Investigator for Archaeology:**
 - a). Specialist with at least a graduate degree in Archaeology, Anthropology or a closely related field.
 - b). At minimum must meet the *Secretary of the Interior's Professional Qualifications Standards* (48FR44738-44739) in archaeology.
 - c). Responsible for managing projects, preparing proposals, treatment plans, reports and analysis.
 - d). Has at least three (3) years of relevant professional experience.
 - 3). **Archaeologist:**
 - a). Responsible for the management of fieldwork and personnel and the compilation of data into report form, under the supervision of a Principal Investigator.
 - b). Has, at minimum, a bachelor's degree in Archaeology, Anthropology, History, or related field and at least two (2) years of relevant experience.

- 4). **Archaeology Crew Chief:**
 - a). Responsible to his or her supervisor (Principal Investigator or Archaeologist) for the management of field personnel (crew) and the organization of crew specific data.
 - b). Has at least one (1) year of relevant experience.
 - c). Note: Resumes are not required for this labor classification in this response.

- 5). **Archaeology Field Technician:**
 - a). Responsible for performing a range of field activities, including shovel-testing, unit excavation, feature excavation, surface collection, mapping, and limited recordkeeping.
 - b). Note: Resumes are not required for this labor classification in this response.

- 6). **Principal Investigator for Architectural History:**
 - a). Specialist with at least a graduate degree in Architectural History, History or a closely related field.
 - b). At minimum must meet the *Secretary of the Interior's Professional Qualifications Standards* (48FR44738-44739) in architectural history.
 - c). Responsible for managing projects, preparing proposals, treatment plans, reports and analysis.
 - d). Has at least three (3) years of relevant professional experience.

- 7). **Architectural Historian:**
 - a). Responsible to the Principal Investigator for documentation, research, preparation of architectural reports and forms compilation, researching and assembling architectural evaluations, preparation of NRHP forms or determinations of eligibility for above-ground resources.
 - b). Has, at a minimum, a bachelor's degree in History, Architectural History, Art History, American Studies, or other related field and at least two (2) years of relevant experience.

- 8). **Architectural History Technician:**
 - a). Responsible for performing a range of field and office activities, including mapping and limited record-keeping and form preparation.
 - b). Note: Resumes are not required for this labor classification in this response.
- 9). **Principal Investigator for History:**
 - a). Specialist with at least a graduate degree in History or a closely related field.
 - b). At minimum must meet the *Secretary of the Interior's Professional Qualifications Standards* (48FR44738-44739) in history.
 - c). Responsible for managing projects, preparing proposals, treatment plans, reports and analysis.
 - d). Has at least three (3) years of relevant professional experience.
- 10). **Historian:**
 - a). Under the supervision of the Principal Investigator, responsible for historical documentation, research, and the development of historic contexts.
 - b). Has, at a minimum, a bachelor's degree in History, Architectural History, Art History, American Studies, or other related field and at least two (2) years of relevant experience.
- 11). **Archaeology Lab Director:**
 - a). Responsible for overseeing and managing all operations of the laboratory, including the processing, cataloguing, analysis, reporting, and curation of artifacts.
 - b). Has, at a minimum, a bachelor's degree in Anthropology, History, Fine Arts, Art History, or Conservation, or other related field, and at least two (2) years of relevant experience.
- 12). **Archaeology Lab Technician:**
 - a). Responsible for the processing of artifacts and samples and the maintenance of lab facilities and equipment.
 - b). Note: Resumes are not required for this labor classification in this response.

- 13). **Operations Manager:**
 - a). Responsible for coordinating office tasks, scheduling reports production and copying, scheduling fieldwork, coordinating field and staff needs.
 - b). Note: Resumes are not required for this labor classification in this response.
 - 14). **Graphics Technician:**
 - a). Responsible for the production of maps and figures for reports, graphic arts for projects, artifact illustrations.
 - b). Note: Resumes are not required for this labor classification in this response.
 - 15). **Photographer:**
 - a). Responsible for producing color and black and white photographs of excavations, artifacts, architectural resources, etc., using thirty-five (35) mm, large format, or digital cameras.
 - b). Note: Resumes are not required for this labor classification in this response.
 - 16). **Editor:**
 - a.) Responsible for report editing for both technical and popular writing styles.
 - b). Has earned a Bachelor's degree and has at least two (2) years of relevant technical experience.
 - c). Note: Resumes are not required for this labor classification in this response.
 - 17). **GIS Technician:** Responsible for input and management of Geographic Information Systems (GIS) data and has a proficiency using ESRI products.
 - 18). **Clerical:**
 - a). Responsible for office support services.
 - b). Note: Resumes are not required for this labor classification in this response.
- b. It is possible that a single person may satisfy more than one (1) labor category.
 - c. It is permissible for personnel in a higher labor category to bill in a lower category; for example, if a Principal Investigator for Archaeology is performing work in the role of an Archaeologist, the resultant billing will reflect the Archaeologist billing rate.

5. Because continuity of personnel is considered to be an essential component for the successful completion of a cultural resources contract as outlined in this RFP, Key Personnel employed by the Contractor or Subcontractor are expected to be available to VDOT throughout the length of the contract period.
6. The Contractor will immediately advise VDOT in writing if any Key Personnel are no longer available to the contract.
7. Additionally, prior written approval and supporting documentation is required for adding new employees to the contract or for changing (i.e. increasing) the billing classification of existing employees before billing for their services will be approved. If these requirements are not met, VDOT may refuse to approve billing for the services of these employees.
8. Subcontractor participation must be unambiguous and clearly linked to potential work assignments.
9. All individuals proposed to work on this project must be clearly linked to a proposed Labor Category.

C. CONTRACTOR QUALIFICATIONS:

1. The Contractor agrees that properly trained, experienced, qualified, and competent staff for these types of services shall perform all work under this contract.
2. The Contractor shall assign a person as the Contractor's Representative who will have the authority to execute this contract work.
3. The Contractor Representative's name and phone number shall be provided to VDOT in the Offeror's proposal, or within ten (10) days following award of the contract.

D. CONTRACTOR RESPONSIBILITIES:

1. The Contractor shall remove and properly discard all refuse brought onto a site or private property by the Contractor, his Subcontractors and/or employees.
2. The Contractor will not enter upon private property without the approval of both the VDOT Contract Administrator and the property or landowner.
3. All property conditions will be reclaimed according to their pre-investigation conditions unless otherwise agreed to by the property owner or landowner and by VDOT.

4. The Contractor shall properly refill test holes and other excavations to original grade.
5. During and at completion of the work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standings of the Virginia Erosion and Sediment Control Handbook, latest edition.
6. The Contractor shall be responsible both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property that may be affected by the Contractor's operation in connection with the work.
7. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
8. The provisions and all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.

IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. **GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. **One (1) paper original of each proposal, three (3) full paper copies, one (1) redacted paper copy, and one (1) CD copy in Adobe Portable Document Format (.pdf) with optical character recognition (OCR) enabled** must be submitted to the issuing agency. The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: "Redacted". The redacted version of the proposal must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. VDOT will not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the Offeror. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in VDOT 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 VDOT. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one (1) page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are useful and highly desirable, but are not required.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. Offeror proposals shall be limited to twenty (20) pages. Resumes will not count against the twenty (20) page proposal limit.

- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*.
 - g. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
 3. Oral 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 issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Virginia Department of Transportation may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:
 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 2. Offeror Data Sheet, included as Attachment A to the RFP, and other specific items or data requested in the RFP.
 3. A written narrative statement to include how the Offeror plans to accomplish the work in the Statement of Needs as follows:
 - a. Experience and Qualifications of Team:
 - 1). Offerors shall provide their general background and experience including Subcontractors.

- 2). Provide a written account of how your team has addressed each type of task as specified in the Statement of Needs section of this RFP.
 - 3). Identify each Offeror or Subcontractor team member who will be responsible for preparing task accounts.
 - 4). Identify the experience of each firm which will perform the work relative to the Statement of Needs.
- b. Personnel Experience, Qualifications and Resumes:
1. Offerors shall identify Key Personnel (those individuals in labor categories designated as Key Personnel, as listed in III.B.4.a – Statement of Needs) who will be committed to the performance of this contract, including the names, qualifications and experience of personnel to be assigned to the project.
 2. Provide a resume for each individual in a labor category designated as Key Personnel (as listed in III.B.4.a - Statement of Needs) who are proposed to work on this contract. (Each resume shall be limited to a two page maximum)
 3. Describe in detail the Principal Officer's experience and qualifications as related to conducting, overseeing, and delivering the scope of services; task order and contract management; and management of Subconsultants.
 4. U.S. General Services Administration (GSA SF 255) forms may be used in lieu of resumes.
 5. Resumes will not count against the twenty (20) page proposal limit.
- c. Approach:
- 1). Offerors shall clearly explain their proposed general and technical approach to ensure the timely and comprehensive delivery of quality services.
 - 2). Describe, in detail, your proposed approach to manage the cultural resource contract with multiple, varied, and concurrent tasks.

- 3). Identify specific project team members that would provide day-to-day services; existing or planned service offices; available equipment; sub-contractual arrangements; and/or any other relevant information to demonstrate your firm's capacity and capability to perform the solicited services.
- 4). Discuss the role of each proposed subcontractor/subconsultant, if applicable.
- 5). Indicate your understanding of VDOT's Statement of Needs.
- 6). Provide specific plans for providing the proposed goods/services including:
 - a). List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
 - b). What, when and how the service will be performed.
 - c). Time frame for completion (if not otherwise specified by the agency in the statement of needs).
4. Proposed Price. See Pricing Schedule, Section XI of the RFP and complete all categories of Attachment E, Pricing Schedule – Labor Categories and Attachment F, Pricing Schedule – Non-Salary/Other Direct Costs.
5. Small Business Subcontracting Plan: Offeror shall submit Attachment B, Small Business Subcontracting Plan and indicate its planned utilization of Department of Minority Business Enterprise (DMBE) certified small businesses under the resulting contract and Offeror's status as a DMBE certified small business in accordance with instructions of Attachment B.
6. Complete Attachment D, Proprietary/Confidential Information Summary Form.
7. Complete Attachment G, Subcontractor Approval Request.
8. Complete Attachment J, Sample Task Order Proposal.
9. Provide two examples of Phase II level National Register of Historic Places evaluation studies that your firm has prepared within the past three (3) years for a project subject to Section 106 of the National Historic Preservation Act: one (1) study for a building or structure (**not a district**) and one for an archaeological site. Your firm's recommendation in either study may be "eligible" or "not eligible." VDOT prefers that

firms provide studies prepared for a client other than VDOT and that properties examined are located within Virginia.

10. **Other Information To Be Provided:** Furnish written statements to describe any other additional information submitted for consideration.

V. EVALUATION AND AWARD CRITERIA:

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by the Virginia Department of Transportation using the following criteria.

EVALUATION CRITERIA	
	POINT VALUE
1. <i>Experience and Qualifications of Team:</i> Experience and qualifications of the Offeror and any Subcontractors in providing the types of services described in this Request for Proposal and meeting the regulatory requirements commonly associated with these types of services. [See Section IV.B.3.a. (p. 19-20)]	
2. <i>Personnel Experience, Qualifications and Resumes (excluding Principal Officer):</i> Experience and qualifications of the Offeror's and any Subcontractor's Key Personnel in providing the types of services and products described in this Request for Proposal and meeting the regulatory requirements commonly associated with these types of services. [See Section IV.B.3.b. 1, 2, 4, and 5 (p.20)]	
3. <i>Approach:</i> Approach to providing the statewide services as described in the proposal narrative and reflected in the sample task order proposal, as well as additional information provided. [See Section IV.B.3.c. (p.21)]	
4. <i>Personnel Experience, Qualifications and Resumes of Principal Officer(s):</i> Experience and qualifications of principal officer(s) as related to the scope of services, task order and contract management, and management of Subconsultant(s) [See Section IV.B.3.b.1-5 (p. 20)]	
5. <i>Cost:</i> As shown in Attachments (E and F)	
6. <i>DMBE Business/Subcontractor Participation Plan</i>	
<i>Total Point Value</i>	

- B. **AWARD OF CONTRACT TO MULTIPLE OFFERORS:** Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth

may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. **REPORTING AND DELIVERY INSTRUCTIONS**

A. **Task Orders**

1. All work will be requested by VDOT in the form of a written Task Order for each service requested and presented to the Contractor. Individual Task Orders will be developed and implemented on a project-by-project basis over the term of the contract on assignments yet to be determined.
2. For each Task Order, the VDOT Project Manager will develop a Request For Consultant Proposal (RCP) that contains a description of the project and general scope of work and scheduling requirements and distribute to one or more Contractors.
3. In response to the RCP, the Contractor(s) shall submit to VDOT a written proposal containing a detailed scope of work, level of effort estimate, schedule, and budget (as per the Contractor's cost estimate which will be based on the contract Price Schedule, as negotiated).
4. Each of these elements of the proposal may subsequently be negotiated between VDOT and the Contractor. VDOT in its sole discretion will award to the Contractor providing the best proposal for that task.
5. No work under a Task Order shall proceed without written approval (notice to proceed) from VDOT.
6. The consideration for each Task Order will be based on a fixed billable hourly rate basis, using fully loaded hourly rates as shown on the Pricing Schedule in Attachment E for each labor classification and other required items listed on the Pricing Schedule, Attachment F, as authorized.
7. Alternatively, and when the Task Order requirements can be well defined, VDOT may, in its discretion, request a lump sum firm fixed price cost proposal.

8. If field or other conditions require a modification to the Task Order, the Contractor shall submit to a written justification for the modification, a scope of work for the additional work, level of effort, schedule, and a budget to VDOT.
9. No work under the modification shall proceed without written approval (notice to proceed) from VDOT.
10. VDOT reserves the right to solicit proposals and/or bids that may be related to the services identified herein for small tasks as needed, outside of the resultant contract, on any basis it may choose during the term of the contract to include, but not limited to project specific contracts for environmental services.
11. Contractor shall begin work on a Task Order within five (5) days after receipt of official notice to proceed from the VDOT Project Manager unless an alternate schedule is otherwise agreed to in writing by both parties.
12. Where applicable (as may be required in a Task Order), the Contractor will develop a detailed task schedule utilizing Microsoft (MS) Project (or other project management software approved in writing by VDOT).
13. Once task activities have been defined, their relationships will be identified, start and end dates set, and budget controls established.
14. Tasks will have specific completion dates for their deliverables.
15. Each task identified in the Microsoft (MS) Project schedule will be identified as part of the task order.

B. Notice to Proceed

1. The Contractor shall strictly adhere to the level of effort and total cost as authorized by the Notice to Proceed.
2. No work shall be performed, nor paid, without written Notice to Proceed from VDOT, which may be issued after VDOT has made a price reasonableness determination of the Contractor's cost estimate.
3. The Contractor will not be compensated for unauthorized cost overruns; additionally, VDOT will not be responsible for payment for services performed in advance of the Notice to Proceed for a Task Order or for a modification to a Task Order.

C. Notification Prior to Initiating Field Studies

1. Unless otherwise indicated in the Request for Consultant Proposal (RCP) VDOT issues a Task Order and will assume responsibility for providing notice, pursuant to §33.1-94 of the *Code of Virginia*, to property owners of proposed entry upon their land.
2. The Contractor shall not initiate any field investigations related to a task order until notified by the VDOT Project Manager that the requirements for property owner notification have been met.
3. Also prior to beginning any field investigations related to a Task Order, the Contractor shall notify the VDOT Project Manager and the appropriate VDOT Resident Engineer for the geographic area to be investigated of the proposed date of initiation of work.
4. Notification shall be made by the Contractor in a single email addressed to both the VDOT Project Manager and VDOT Resident Engineer.
5. The Contractor shall include the following information and requests in the notification email:
 - a. A working schedule for the proposed study;
 - b. The number and composition of field staff to be employed on the project;
 - c. The types of vehicles expected to be involved in the study;
 - d. The name of the project manager or principal investigator, and how and where he or she can be reached during the course of the study; and
 - e. A request that the VDOT Project Manager and Resident Engineer inform the Contractor of any property owner issues of concern.
6. Regardless of the written notification provided to property owners pursuant to §33.1-94 of the *Code of Virginia*, when conducting field investigations the Contractor shall knock on doors of residences, businesses, and other structures within the study area and make a reasonable and good faith effort to notify and inform property owners or leaseholders in person prior to entering onto a property.
7. When permission to access a property is denied, the Contractor shall document interactions with the property owner, document the property as best as can be achieved without entering on the property, and, prior to completing field investigations within the study area, report the denial of permission to the VDOT Project Manager.

8. VDOT staff may work further with the property owner to facilitate access to the property by the Contractor.
9. The Contractor may secure from the VDOT Project Manager a letter of introduction/authorization for display on the windshield of survey vehicles and distribution to property owners.

D. Equipment

1. The purchase of equipment or the rental of equipment deemed necessary for successful completion of Task Orders, other than those listed in the ODC Pricing Schedule in Attachment F, will not be permitted without prior written submission by the Contractor and written approval by VDOT.
2. The Contractor will be required to submit a written list of required equipment to VDOT for written approval before purchase or lease.
3. The Contractor shall be required to demonstrate to VDOT that it has evaluated several vendors to obtain the best price for equipment that meets the agreed upon written requirements prior to initiating any equipment purchase or lease.
4. The documentation will follow the guidelines as described in the Non-Salary/Other Direct Costs section of this RFP (Attachment F).
5. Approved equipment purchases or lease shall be billed to VDOT at cost without markup and copies of original invoices must accompany any request for payment.
6. Equipment purchase or lease shall be included in the Contractors cost proposal at the time the written cost proposal is submitted to VDOT for approval.

E. Specialized Studies and Analyses

1. Specialized studies and analyses determined necessary by VDOT but beyond the capabilities of the Contractor (e.g., radiocarbon dating, underwater archaeology, geomorphology, faunal analysis, human biology or osteological analysis) may also be allowed with prior written approval of the VDOT Project Manager.
2. The Contractor shall be required to submit a written list of specialized studies and/or analyses required to VDOT for written approval before securing specialized studies or analyses.

3. The Contractor shall be required to demonstrate to VDOT that it has evaluated several vendors to obtain the best price and value for the specialized services and/or analyses.
4. The Contractor shall solicit at least two (2) phone quotes from vendors authorized to do business with VDOT, at least one (1) of which shall be a Department of Minority Business Enterprise (DMBE) certified small, women or minority owned (SWAM) business. A listing of certified SWAM vendors is available through DMBE online at www.dmbv.virginia.gov. (Documentation supporting this provision must be provided at the time the monthly payment request is submitted).
5. Approved purchases of services shall be billed to VDOT at cost without markup and copies of original invoices must accompany any request for payment for these specialized services and/or analyses.
6. Specialized services and/or analyses shall be included in the Contractor's cost proposal at the time the written Task Order cost proposal is submitted to VDOT for approval.

F. Deliverables

1. The Contractor shall submit draft and final deliverables to VDOT in accordance with the schedule established in the Task Order proposal. Once VDOT has issued notice to proceed for the Task Order, the Contractor shall submit to VDOT written justification for any modification to the schedule. The Contractor's failure to meet the schedule for deliverables established when notice to proceed was issued is not acceptable unless VDOT has provided written approval of the schedule modification in advance.
2. Unless otherwise indicated, the Contractor shall submit one (1) paper copy of a draft report to the VDOT Project Manager in accordance with the Task Order schedule unless the VDOT Project Manager indicates in writing that an electronic copy is acceptable. The Contractor shall provide draft electronic deliverables in either Microsoft Word or Adobe Portable Document Format (.pdf), as specified by the VDOT Project Manager. The Contractor shall clearly label draft deliverables as a "Draft."
3. The Contractor shall ensure that draft deliverables are complete, presented in the appropriate format, and free of spelling and typographic errors.
4. Deliverables reporting on the results of survey or evaluation studies shall provide sufficient information to support preliminary or definitive (as appropriate) decisions regarding the NRHP eligibility of the resources,

project effects on historic properties, and appropriate treatment measures.

5. The Contractor shall phrase all opinions on the NRHP eligibility of the resources in reports and DSS forms in the form of recommendations, and the Contractor shall include no opinions on project effects on historic properties, or on treatment, in management summaries, reports, or DSS forms.
6. VDOT reserves the right to judge the adequacy of the deliverable and to require that the Contractor correct identified deficiencies.
7. The Contractor shall revise the draft deliverable in accordance with comments provided by VDOT, and shall ensure that the final version of the deliverable is received by VDOT's Project Manager no later than the twenty-first (21st) calendar day following receipt of VDOT's comments on the draft, unless otherwise specified.
8. Acceptance of deliverable(s) by VDOT shall not relieve the Contractor of the responsibility for the subsequent correction of errors.
9. Final Report Format
 - a. Unless otherwise specified, the Contractor shall submit seven (7) paper copies of a final report and three (3) compact discs, each with a copy of the final report in Adobe Portable Document (.pdf) format, to the VDOT Project Manager in accordance with the Task Order schedule.
 - b. Each compact disc and the case containing it must be labeled with the report title; author's name; Contractor's name; VDOT State Project Number; VDOT PPMS, IPM, UPC, or CSC Number; VDHR File Number; and date of completion. Handwritten labels are not acceptable.
10. Mandatory Report Contents:
 - a. All reports prepared under the terms of this contract shall include a statement, to be located at the end of the introductory chapter of the report, giving credit to all state (e.g., VDOT) and federal (e.g., FHWA) agencies participating in funding the transportation project.
 - b. The following statement shall also be included in the report: "The contents of this report reflect the views of the Contractor/Consultant, who is responsible for the accuracy of the data presented herein. The contents do not necessarily reflect the

official views or policies of the Virginia Department of Transportation [add “or the Federal Highway Administration” if the project is federally funded]. This report does not constitute a standard, specification, or regulation.”

G. Archaeological Collections

1. The Contractor shall process (e.g., clean, bag, label, box, and catalog) all archaeological collections generated under the terms of this contract in accordance with the VDHR’s *State Collections Management Standards* (June 26, 2009), or any subsequent revisions to that document.
2. Unless otherwise specified or approved by VDOT, upon completion of a Task Order the Contractor shall transmit the collection and associated documentation to the VDHR for permanent curation.
3. The VDHR’s curation fee for accepting the collection and associated documentation shall be included as an ODC within the Task Order budget.
4. The Contractor shall submit all artifact collections for curation within three (3) months of VDHR acceptance of the final report unless prior written approval is received from the VDOT Contract Manager. (Failure to submit collections within this time frame may result in non-reimbursement of curation fees to the Contractor).

H. Publication and Media Releases

1. Except for its own internal use, the Contractor shall not reproduce and distribute documents resulting from work conducted under this contract, in whole or in part, in any manner or form, to any parties other than VDOT, nor shall the Contractor/Consultant authorize others to do so without the written consent of VDOT’s Preservation Program Manager.
2. The Contractor shall submit written requests to reproduce and distribute documents to the VDOT Project Manager, who will forward the requests to the Preservation Program Manager.
3. The Contractor shall not copyright any documents generated under the terms of this contract.
4. Publishing:
 - a. VDOT reserves the right to publish initially all documents.
 - b. Neither the Contractor, nor any Subcontractor or any agents, employees or Subcontractors thereof, shall publish, participate in

the publication of, or make oral presentations regarding any documents, information, or materials relating to the Task Orders authorized under this contract, either during or after the term of this contract, without specific prior written approval of VDOT's Preservation Program Manager.

- c. The Contractor shall submit written requests to publish or make oral presentations to the VDOT Project Manager, who shall forward the requests to the Preservation Program Manager for approval.

4. Request For Information

- a. The Contractor shall not provide any information or materials relating to the Task Orders authorized under this contract to the news media, any state or federal agency or local government, consulting party to the Section 106 process, or other party without VDOT's prior written approval.
- b. The Contractor shall submit written requests for information or materials from outside parties to the VDOT Project Manager. The VDOT Project Manager shall forward requests from the news media to the Preservation Program Manager for approval.

I. Monthly Task Order Progress Reports

- 1. A monthly Progress Report is required for each individual Task Order, unless the Task Order is of short duration [less than thirty (30) days] or it is otherwise determined in writing by VDOT that a Progress Report is not needed.
- 2. The Contractor shall prepare and submit the Progress Report to VDOT using the Microsoft Office Suite of software or in Adobe Portable Document Format (.pdf), in a form as approved in writing by VDOT.
- 3. These Progress Reports shall be submitted with the Contractor's monthly invoice to the appropriate VDOT Cultural Resources Project Manager for review.
- 4. Each Progress Report shall include total authorized funds and expended funds to date.
- 5. The report shall summarize all work efforts during the reporting period, specific tasks completed and the dates of such tasks, including personnel and hourly utilization.
- 6. The report shall also discuss any anticipated difficulties and proposed resolution.

J. Annual Progress Reports

1. The Contractor shall prepare after December 31st of each calendar year and prior to the following January 16th, an Annual Report that summarizes the services provided for the calendar year.
2. The report shall be prepared in a format suitable to VDOT that contains, at a minimum the following data fields:
 - a. VDOT Project Number
 - b. PPMS/UPC Number
 - c. Contractor Tracking Code
 - d. Task Order Notice to Proceed Date
 - e. City/County
 - f. Budget Statement by Task Order
 - 1). Amount Authorized
 - 2). Amount Invoiced
 - 3). Percentage Complete
 - 4). Percentage remaining
 - g. SWAM/DBE participation
3. Failure to provide all or a part of this information may result in payment delays or denials.

K. Meetings and Reviews

1. VDOT may hold an initial conference with the Contractor at a place and time selected by VDOT for the purpose of reviewing the Contractor's schedules, procedures, methods, and to clarify any ambiguities that may then exist.
2. The Contractor's Principal Officer and others requested by VDOT shall attend the conference with VDOT's Contract Administrator and Cultural Resources program staff.
3. Progress conferences may be held periodically.

4. As requested by VDOT the Contractor will prepare and present written information and studies to VDOT so that VDOT can evaluate the progress of the services being provided.
5. Either party may request a conference be held at the office of the requesting party or at a place designated by VDOT.
6. VDOT also may request a conference for the purpose of inspecting the Contractor's operations and services.
7. Contractor Performance Evaluations may be completed by VDOT at six (6)-month intervals and again at the expiration of the contract, or as deemed necessary by VDOT.

L. Project Records and Files

1. The Contractor shall maintain the project records and files for each Task Order.
2. Project documents shall at a minimum include progress reports, meeting agenda and minutes, management plans and schedule updates, project correspondence, memoranda, plans, field notes, drawings, photographs, subject data ("subject data" is defined as all information whether or not copyrighted, that is compiled or delivered or specified to be compiled or delivered under this contract), analyses, studies, reports, specifications, estimates, and computations, and other deliverables secured by and for the Contractor during implementation of the Task Order.
3. All project records are to be considered the property of VDOT and shall be made available to VDOT staff, on or off premises, for review and audit.
4. Upon completion of the contract, the Contractor shall deliver all project records and files to VDOT, or otherwise shall dispose of them as directed by VDOT.
5. Within thirty (30) calendar days of award of this contract, the Contractor shall provide to the VDOT Contract Manager a written plan for the back-up and recovery of all computer files and data.
6. Upon approval by VDOT, the Contractor shall implement the back-up and recovery plan at no cost to VDOT.
7. Execution of the back-up and recovery plan shall remain in effect until such time as VDOT has notified the Consultant of the result of the final contract audit.

M. **Contractor Representative**

1. The Contractor shall provide VDOT with the name, phone numbers and pager numbers of Key Personnel on this contract.
2. The Contractor shall respond in a timely manner to inquiries from VDOT regarding this contract or individual task orders.
3. The Contractor shall notify the VDOT Contract Administrator in advance of any extended period of absence from the office, and shall provide VDOT's Contract Administrator the name and contact information for the person designated to act on his behalf in his absence.

VII. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at 10 A.M., August 12, 2010, at the James Monroe Building, 1st Floor Conference Room - B, 14th Street, Richmond, VA 23219. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil

Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or Subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan,

subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR 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 buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state

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

- b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

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fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems

necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any Subcontractors are involved, the Subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence.
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- 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:** An Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA; failure to register will result in the proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor

catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice 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 agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors 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.

IX. **SPECIAL TERMS AND CONDITIONS:**

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to VDOT will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **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 VDOT at reasonable times. Such evidence will be subject to audit and inspection at any time by VDOT.
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (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.
4. **CONTRACT RATE ADJUSTMENTS:** Changes to the hourly rates on Attachments E and F may occur annually by mutual agreement of VDOT and the Contractor only at the contract anniversary date. The Contractor/Consultant shall convey (in writing) to the VDOT Contract Manager its request to raise/lower prices no later than sixty (60) days prior to the contract anniversary date. Applications for price increases shall be substantiated in writing with the request as submitted to VDOT. VDOT shall have sole discretion in its decision to allow price increases. If VDOT elects to exercise the option to increase rates, the increase shall not exceed the

percentage increase/decrease of the Services Category (currently Table 4, Column 4) of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available. Should there be any question as to how to apply the CPI rate or which CPI rate to use, the instructions as provided by the Commonwealth of Virginia, Department of General Services, Division of Purchasing and Supply shall apply. The new rates, if approved by VDOT in writing, will take effect on the contract anniversary date.

5. **SMALL BUSINESS SUBCONTRACTING PLAN AND EVIDENCE OF COMPLIANCE:**

- A. It is the goal of the Commonwealth that forty percent (40%) of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No Offeror or Subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business Subcontractors are used, the Prime Contractor agrees to report the use of small business Subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- C. Each Prime Contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution

reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

- D. Each Prime Contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of Subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
6. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
7. **ADDITIONAL USERS OF CONTRACT:** It is VDOT's intent, on behalf of the Secretary of Transportation and all agencies/facilities with the Transportation Secretariat (to include VDOT, Virginia Department of Rail and Public Transportation, Virginia Department of Aviation, Virginia Department of Motor Vehicles, the Virginia Port Authority and the Chesapeake Bay Bridge-Tunnel), to allow access to VDOT agreements and to provide Contractors with opportunities to do business with these agencies.

The following agencies within the Transportation Secretariat (to include VDOT, Virginia Department of Rail and Public Transportation, Virginia Department of Aviation, Virginia Department of Motor Vehicles and the Virginia Port Authority) may have access to any agreement resulting from this solicitation. The addition or deletion of authorized users not specifically named in this solicitation shall be made only by written contract modification. Such modification shall name the specific agency added and the effective date. The Contractor shall not perform any work unless the ordering agency has been added by written contract modification. VDOT will not be responsible for payment for services performed in advance of such contract modification.

8. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (120) days. At the end of the (120) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

9. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by Offeror within any twelve (12) month period is seven hundred and fifty thousand dollars (\$750,000) or more, the Offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by Offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the Offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the Contractor does less than \$150,000 in business in a 12-month period, the Offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors. The Offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the Offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said Contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered.

If an Offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

10. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

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

From: _____

Name of Offeror	Due Date	Time

Street or Box Number	RFP No.	

City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer _____		

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

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

12. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
13. **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.
14. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
15. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed Subcontractors. The Contractor shall, however, remain fully

liable and responsible for the work to be done by its Subcontractor(s) and shall assure compliance with all requirements of the contract.

16. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
17. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material contract, the Contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
18. **TERM OF CONTRACT:** The initial contract term shall be for a period of five (5) years with a maximum compensation of approximately \$6,000,000. The effective date is to be determine at the time of award.
19. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in approximately five (5) purchase order(s) with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately thirty (30) days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

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

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

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your 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.

20. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized.

X. METHOD OF PAYMENT:

A. Payments:

1. Payments will be made within thirty (30) days after receipt of an accepted invoice at the Central Office and following the review and approval of said tasks by the authorizing VDOT Project Manager.
2. Each invoice must be submitted with a cover letter on company letterhead.
3. All invoices must be submitted electronically, in Adobe Portable Document Format (.pdf) format, to COEnv.Invoices@VDOT.Virginia.gov
4. A detailed monthly task order progress report, in a form and with sufficient information and documentation as deemed necessary by VDOT (see Section VI.I of this RFP), shall be included with the invoice, so as to facilitate review and approval.

5. Invoices must clearly reference the Contract Number, a detailed list of any products delivered, and all applicable tasks for which payment is being requested.
6. No retainage will be held on this contract.
7. Invoices with totals less than \$500 will not be accepted unless they represent the final Invoice for that Task Order or the invoice is an end of the contract year invoice.

B. Non-Salary Other Direct Costs (ODC's)

1. ODC's shall be billed at the contract rate established and shown as Attachment F.
2. The ODC's may be revised by mutual agreement of VDOT and Contractor as deemed necessary.
3. The Contractor shall not purchase any other items or services needed to fulfill a project requirement, which are not addressed on the line item table (ODCs) included as Attachment F, Pricing Schedule – Non-Salary/Other Direct Costs unless approved in advance in writing by VDOT.
4. Additionally, the procurement policies of the Commonwealth shall be followed, to ensure maximum competition, to include DMBE certified SWAM vendors, consistent with the dollar amount of the purchase.
 - a. The following guidelines will be applied to determine the documentation of cost needed for out-of-scope services or rental items
 - 1). If the cost is less than \$500, a verbal quote is sufficient from DMBE certified, SWAM vendor, if available.
 - 2). If the cost is between \$501 and \$2,000, one (1) written quote from the vendor is required.
 - 3). If the cost is greater than \$2,000, four (4) written quotes are required and the Contractor must select the lowest cost.
 - 4). If VDOT desires a specific brand or named service, VDOT will document the request in writing to the Contractor.
 - 5). Written quotes are from the vendor to the Contractor for the service or equipment needed. Facsimile quotes are acceptable.
 - b. Pay items or services which are not on the line item table of pay items (Attachment F, Pricing Schedule – Non- Salary/Other Direct Costs) and which said items or services are not otherwise formally added to the contract, but are authorized for use on a Task Order, will be billed at the actual cost without markup.

- c. Examples of such items or services include equipment or additional insurance. Written approval by VDOT prior to incurring the expense is required before reimbursement will be authorized.
- d. Some sites may require additional insurance requirements. The approved Task Order must include extra insurance cost prior to incurring the expense.
- e. When specified and approved by VDOT, reimbursement of extra costs will be allowed.
- f. The Contractor will pay all communication costs including telephone calls or faxes, stationary and/or mobile.
- g. VDOT agrees to pay for overnight delivery of any reports, laboratory results or other such materials as requested by the VDOT Project Manager.

13. Travel Costs:

- a. Travel Costs will be approved on an individual task order basis as part of the work plan proposals and shall be in accordance with Commonwealth of Virginia Travel Guidelines, in effect at the time of task order notice to proceed.
- b. No airline fares will be reimbursed and no travel costs incurred outside of the Commonwealth of Virginia will be reimbursed without prior written approval from the Project Manager.
- c. Travel costs for personnel to travel to a work site from outside of Virginia will be considered only for the distance from the Virginia state line to the work site.

14. GIS Mapping and Imaging:

- a. In certain instances VDOT can provide GIS mapping or imaging services through its GIS Integrator Program.
- b. Therefore, the Contractor will coordinate with and secure advance approval from VDOT before using and billing for outside or private sector GIS mapping or imaging services; GIS mapping or imaging fees may be declined unless approved in advance in writing by VDOT.
- c. In those instances where VDOT authorizes the use of private sector GIS mapping or imaging services, the maps and/or images shall be

provided to VDOT in a format suitable to and for use by the VDOT GIS Integrator Program.

XI. PRICING SCHEDULE:

- A. Offerors shall complete the pricing schedules in Attachment E, Pricing Schedule – Labor Categories and Attachment F, Pricing Schedule – Non-Salary/Other Direct Costs and include in their proposals.
- B. Each line in the pricing schedules must be completed. Lines left blank or filled with a zero are not acceptable and may result in rejection of the proposal.
- C. Changes to the prices on Attachments E and F may occur annually in accordance with the terms of Section IX.4, Contract Rate Adjustments, of this Request for Proposal.

XII. ATTACHMENTS:

ATTACHMENT A

OFFEROR'S DATA SHEET

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

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

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

ATTACHMENT B

SMALL BUSINESS SUBCONTRACTING PLAN



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

If you have any questions contact Alice Braswell-Jones at Alice.Braswell-Jones@vdot.virginia.gov for assistance.

SPECIAL NOTICE TO OFFEROR

*This solicitation contains a small business participation plan, Attachment B, as explained in Section IX.5 of the Special Terms and Conditions. **This must be completed by all Offerors.** Subcontractors included in section B of the Small Business Participation Plan must be certified as a small business by the Department of Minority Business Enterprise (DMBE) prior to the opening of this solicitation to be considered.*

ATTACHMENT B

Small Business Subcontracting Plan

Definitions

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

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

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

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

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

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

Section A

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

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

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

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

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

ATTACHMENT C

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

The Prime Contractor is required to submit a SWaM Compliance Report to the contract administrator 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 DMBE and non- SWaM businesses for the designated quarterly reporting period if required. All amounts paid to certified SWaM businesses are subject to monitoring and enforcement mechanisms. It is the responsibility of the Prime 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 Virginia Department of Minority Business Enterprise (DMBE)
4. **Tax I.D. No.** insert the tax identification number of the vendor that appears in the preceding column
5. **SWaM Category S,W,M, None** indicate the SWaM status of each vendor identified as a Subcontractor or vendor. This number is issued by DMBE and can be located on their website at www.dmbc.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 Quarter** 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 administrator or responsible district personnel by the dates of each calendar year.

REPORTING SCHEDULE

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

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

DISTRICTS

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

ATTACHMENT C

SWaM COMPLIANCE REPORT

(1) Contractor/Tax I.D. No.

Page _____ of _____

(2) Period Ending _____

(1c) Contract No. _____

(1b) District _____

[illegible]

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

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

Signature and Title of Company Official

Date _____

Print Name and Phone No. of Individual Completing Report _____ Date _____

ATTACHMENT D

**PROPRIETARY/CONFIDENTIAL INFORMATION
SUMMARY FORM**

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

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

Revised 12-2-08

ATTACHMENT E

PRICING SCHEDULE – LABOR CATEGORIES

LABOR CLASSIFICATION AND RATE SCHEDULE				
Labor Classification	Proposed Fully Loaded Hourly Rate	Names of Proposed Staff (one per row)	Firm and Work Location	Percentage of Work Time Dedicated to this Contract
1. Principal Officer *				
2.a. Principal Investigator, Archaeology *				
2.b. Archaeologist*				
2.c. Archaeology Crew Chief		Not Applicable		Not Applicable
2.d. Archaeology Field Technician		Not Applicable		Not Applicable
3.a. Principal Investigator, Architectural History *				
3.b. Architectural Historian*				
3.c. Architectural History Technician		Not Applicable		Not Applicable
4.a. Principal Investigator for History *				
4.b. Historian*				
5.a. Archaeology Lab Director *				
5.b. Archaeology Lab Technician		Not Applicable		Not Applicable
6. Operations Manager		Not Applicable		Not Applicable

7. Graphics Technician		Not Applicable		Not Applicable
8. Photographer		Not Applicable		Not Applicable
9. Editor		Not Applicable		Not Applicable
10. GIS Technician *				
11. Clerical		Not Applicable		Not Applicable
Total		Not Applicable	Not Applicable	Not Applicable

ATTACHMENT F

PRICING SCHEDULE – NON-SALARY/OTHER DIRECT COSTS

VDOT Cultural Resources Services

OTHER DIRECT COSTS (ODCs)		
DESCRIPTION	UNIT	PRICE
Van Rental	Weekly	
Automobile Rental	Weekly	
Vehicle, 4WD, Rental	Weekly	
Backhoe Rental and Operator	Daily	
Gradall Rental and Operator	Daily	
Dump Truck Rental and Operator	Daily	
Tractor Rental and Operator (for plowing/disking)	Daily	
Boat Rental	Daily	
Portable Toilet Rental	Weekly	
GPS Rental	Daily	
Total Station Rental	Weekly	
Field Supplies, Expendables	Weekly	
Lab Supplies, Expendables	Weekly	
Film, including processing	Per Roll	
Photocopies, in-house	Per Page	
Report Production: Color Graphics, 8.5 X 11 page	Per Page	
Report Production: 11X17 page	Per Page	
Report Production: Covers (front and back set)	Per Set	
Report Production: Binding	Per Report Copy	
Total		

ATTACHMENT G

SUBCONTRACTOR APPROVAL REQUEST

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. **No Subcontractor will be allowed to start work until VDOT has received a copy of the Subcontractor's Certificate of Insurance with the appropriate liability coverage. Certificate of Insurance should be sent to Virginia Department of Transportation, Central Office, Attn: Contract Officer, 1401 E. Broad Street, Richmond, VA 23219.**

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

<u>FIRM OR INDIVIDUAL'S NAME & ADDRESS</u>	<u>CONTACT PERSON AND PHONE NUMBER</u>	<u>TYPE OF WORK TO BE PERFORMED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TYPE OF EQUIPMENT PROPOSED SUBCONTRACTOR WILL PROVIDE

QUALIFICATIONS / EXPERIENCE LEVEL OF PROPOSED SUBCONTRACTOR

Please indicate which above proposed Subcontractors are certified (with DMBE) as Small, Women Owned or Minority 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 Authorized VDOT Representative

Date

Telephone Number

ATTACHMENT H

THE VIRGINIA DEPARTMENT OF TRANSPORTATION'S EXPECTATIONS AND STANDARD PRODUCTS FOR CULTURAL RESOURCE SURVEYS

(Revised February 18, 2010)

All cultural resource surveys for projects administered by the Virginia Department of Transportation (VDOT) shall be conducted in accordance with the following guidelines: the Virginia Department of Historic Resources' (VDHR) *Guidelines for Conducting Cultural Resource Survey in Virginia* (1999, Rev. 2003), the VDHR's *Guidelines for Archaeological Investigations in Virginia* (July 2009) (both available at http://www.dhr.virginia.gov/review/section_106.htm), and the *Programmatic Agreement Between the Virginia Departments of Transportation and Historic Resources Concerning Interagency Project Coordination* (1999 PA) (Appendix A), and any subsequent revisions or replacements to those documents. The following expectations and standards will also apply.

BACKGROUND RESEARCH

It is expected that the following sources will be consulted prior to any field investigations conducted for the purposes of identifying known cultural resources within a project's Area of Potential Effects (APE) and assessing the potential for the APE to contain historic properties. A list of sources consulted and maps, photographs, and other records and documentation examined as background research must be included in the report on the survey.

VDHR Site and Structure Inventories—These records must be consulted to identify any previously recorded sites, structures, or districts located in the area of potential effects.

Historic Maps and Aerial Photographs—These resources include historic county and regional maps, Civil War-period maps, the Sanborn insurance maps, early soil survey and USGS topographic maps, and early Soil Conservation Service aerial photographs from 1936/1937 and 1952 flights. A list of local historical societies with links to related web sites is posted on the Library of Virginia's website. Addresses and contact information for county courthouses in Virginia can be found on the Commonwealth's official web site (<http://www.courts.state.va.us/courts/circuit.html>).

Civil War Battlefield Studies—These resources include USGS topographic maps on file at the VDHR that depict the core and study areas associated with the 123 battlefield sites identified in the *Civil War Sites Advisory Commission Report on the Nation's Civil War Battlefields* (1993) and the 15 battlefield sites

identified in the National Park Services' *Study of Civil War Sites in the Shenandoah Valley of Virginia* (1992). See also the *Update to the Civil War Site Advisory Commission Report: Commonwealth of Virginia*.

Tax Records—These records must be consulted for the purpose of determining construction dates for any structures within the APE.

Federal Agency Records—If the APE includes property owned or under the management of a federal agency, such as the US Forest Service, the Tennessee Valley Authority, or the National Park Service, the cultural resource records of these agencies must be reviewed.

Established Historic Contexts—If a site, structure, or district is recommended eligible for the National Register, or it is recommended that further investigations should be conducted to determine conclusively the National Register eligibility of any resources, established historic contexts, such as those prepared by VDHR under its cost-share program or other preservation planning programs, should be consulted.

NOTIFICATION PRIOR TO INITIATING FIELD STUDIES

Unless otherwise agreed upon in advance, VDOT will assume responsibility for providing notice, pursuant to §33.1-94 of the *Code of Virginia*, to property owners of proposed entry upon their land. The Contractor shall not initiate any field investigations related to a task order until notified by VDOT that the requirements for property owner notification have been met.

Also prior to beginning any field investigations related to a Task Order, the Contractor shall notify the VDOT Cultural Resources Project Manager and the appropriate VDOT Resident Engineer for the geographic area to be investigated of proposed initiation of fieldwork. Notification shall be made in a single email addressed to both the VDOT CRPM and Resident Engineer. The Contractor shall include the following information and requests in the notification email:

- A working schedule for the proposed study;
- The number and composition of field staff to be employed on the project;
- The types of vehicles expected to be involved in the study;
- The name of the project manager or principal investigator, and how and where the project manager or principal investigator can be reached during the course of the study; and
- A request that the VDOT Cultural Resources Project Manager and Resident Engineer inform the Contractor of any property owner issues of concern.

Regardless of the written notification provided to property owners pursuant to §33.1-94 of the *Code of Virginia*, when conducting field investigations the Contractor shall knock on doors of residences, businesses, and other structures within the study area and make a reasonable and good faith effort to notify and inform property owners and leaseholders in person prior to entering onto a property. When permission to access a property is denied, the Contractor shall document interactions with the property owner, document the property as best as can be achieved without entering on the property, and, prior to completing field investigations within the study area, report the denial of permission to the VDOT Cultural Resources Project Manager. VDOT staff may work further with the property owner to facilitate access to the property by the Contractor.

The VDOT Cultural Resource Project Manager will provide the Contractor a letter of introduction/authorization for display on the windshield of survey vehicles and distribution to property owners if the Contractor so requests.

WHAT TO SURVEY – AGE CRITERIA

Unless otherwise specified, cultural resource surveys conducted for VDOT shall be designed to identify all historic properties within a given area, usually the Area of Potential Effects. Consider all districts, sites, buildings, structures, and objects that will be 50 years of age or older by the planned advertisement date for the project, as well as any properties that reasonably could meet National Register Criteria Consideration G (properties that have achieved significance within the past fifty (50) years). An "archaeological survey" should identify all archaeological sites and districts, some types of objects, and any cemeteries, marked or unmarked, present. An "architectural survey" should identify any buildings, structures, marked cemeteries, some types of objects, and non-archaeological districts present, including battlefields and historic landscapes.

ARTIFACT COLLECTION/CURATION

All artifacts considered sufficiently important to save for permanent curation, whether recovered from sites or as "isolated finds" or "locations," should be forwarded to VDHR or another approved facility for curation. No artifacts should be forwarded to VDOT district staff for curation unless specifically requested by VDOT.

On VDOT projects, the only "isolated finds" or artifacts from "locations" which should be saved for long-term curation are those prehistoric specimens considered culturally or chronologically diagnostic. Other artifacts recovered as "isolated finds" or "locations" should be discarded after recordation. All modern (less than 50 years of age) artifacts, whether recovered as "isolated finds," "locations," or as a part of a site collection, should also be discarded (preferably in the field) after appropriate recordation.

If a property owner requests that collections recovered from his property be returned, note the survey units affected and the property owner's name, street and mailing address, email address, and telephone number. Explain to the property owner that

VDOT will contact him to arrange the return of the collection after the artifacts have been properly recorded and analyzed and the survey completed. Upon conclusion of the fieldwork conducted for the survey, Consultants should forward the property owner's request, a list of the affected survey units, and contact information for the property owner to the VDOT Cultural Resources Project Manager.

DRAFT SUBMITTALS

All opinions on the National Register eligibility of resources, whether appearing in management summaries, forms, or formal reports, should be phrased in the form of recommendations. No opinions on project effects on historic properties, or on mitigation, should be included in management summaries, forms, or reports.

All draft submittals should be labeled as such.

The following documentation should be submitted in draft format to the VDOT Cultural Resources Project Manager:

Resource Inventory Forms

Archaeological Sites—Inventory forms for archaeological sites may be submitted directly to VDHR for the purpose of obtaining state inventory numbers for the sites. These forms need not be included in either the draft or final documentation submitted to VDOT.

Architectural Structures— Prior to submitting the draft documentation to VDOT, the consultant shall have obtained state structure inventory numbers directly from the VDHR for use on the draft inventory forms and associated documentation. When the draft report on the survey is submitted to VDOT, the consultant shall also submit to VDOT one paper copy of each draft inventory form accompanied by a copy of the appropriate USGS topographic map showing the location of the resource, a site plan for the resource, and one copy of the black and white photographs documenting the resource. Inventory forms should not be submitted to the VDHR DSS data manager prior to review and approval by VDOT staff.

Reports

Only certain specific terminology should be employed in the title or text of reports when referring to surveys conducted for VDOT. When referring to these types of cultural resource investigations, the term “survey” should be used without the modifiers “Phase I” or “identification.” Thus, there are three types of surveys that might be reported on: “Archaeological Surveys” (management summary or

report covers the results of an archaeological survey only), "Architectural Surveys" (management summary or report covers the results of a survey of non-archaeological resources only), and "Cultural Resource Surveys" (the results of both archaeological and architectural surveys are contained in the management summary or report).

The contents and formatting of reports shall conform to those specified in the VDHR's *Guidelines for Conducting Cultural Resource Survey in Virginia* except as noted below.

All Surveys

In addition to the information required by VDHR in its *Guidelines for Conducting Cultural Resource Survey in Virginia* (1999, Rev. 2003), the title page of the report shall include the VDOT Project Number (e.g., 0265-071-104, N501, R201) and the VDOT PPMS, IPM, UPC, or CSC Number (e.g., IPM 79398).

Archaeological Surveys

No Sites Found--If the survey identified no archaeological sites, the draft documentation submitted to VDOT should consist of a management summary (suggested length is about two pages), which lists the resources consulted as background research for the survey, describes the methodology employed in the survey, and briefly summarizes the survey results. A copy of a USGS topographic map showing the project limits and a copy of the project plans identifying the areas examined during the survey and the surveying methods employed in each area should accompany the management summary.

Sites Found—If the survey identifies archaeological sites, the results should be conveyed in a formal report in the abbreviated format described in Stipulation 11 of the 1999 PA. Note that this abbreviated report format does not include a chapter devoted to background research. This efficiency was intended to eliminate from VDOT's technical reports the frequently irrelevant, "boilerplate" cultural history narratives found in many cultural resource management reports. Reports prepared for VDOT should, however, include a list of resources consulted as background research for the survey, and copies of any relevant historic maps or plats should be included as figures in the report.

The Consultant shall also conduct such background research as necessary to develop an historic context by which the significance of particular resources can be evaluated. This information should

be incorporated into the body of the section of the report in which the National Register of Historic Places eligibility of identified resources is assessed.

Architectural Surveys—If the survey identifies structures requiring documentation, the results of the survey should be reported in a management summary that describes the methods employed in the survey and summarizes the findings. The management summary should include a list of the resources consulted as background research for the survey and a table that includes the following information for each surveyed resource: (1) the VDHR inventory number, (2) the name of the resource, (3) a brief description, and (4) the consultant's recommendation on the National Register eligibility of the resource and any previous determinations of eligibility by VDHR or the Keeper of the National Register of Historic Places. The management summary should also include a copy of a USGS topographic map showing the project limits and the locations of all surveyed structures identified by their VDHR inventory numbers.

The Consultant shall submit to VDOT one hard copy of the draft report, clearly labeled "Draft." The consultant may submit an electronic version of the draft report in lieu of a hard copy if approved in advance or requested by the VDOT Cultural Resources Project Manager.

FINAL SUBMITTALS

The consultant shall revise the draft documentation in accordance with any comments received from VDOT staff. Final documentation shall be submitted to VDOT in accordance with the timetable established in the consultant's contract, or as stipulated by the task order for a particular investigation.

If the results of the survey require that only management summaries be prepared, one electronic and two paper copies of each management summary should be submitted to VDOT. For archaeological surveys, only one copy of the project plans need accompany the management summary. For architectural surveys, one electronic copy and two paper copies of the inventory forms and a second copy of any photographic documentation should accompany the management summary.

If the task order authorized both architectural and archaeological surveys, and the archaeological survey identified archaeological sites and, thus, a formal report on the survey is required, the report should include the results of both the archaeological and architectural survey. The report should be titled a "Cultural Resource Survey" and one chapter of the report should be comprised of the management summary for the architectural survey. Inventory forms and photographic documentation for the architectural resources should be submitted separately.

Unless otherwise specified, the consultant shall submit to VDOT seven paper copies of any formal report prepared under the task order. The consultant shall also provide VDOT three compact discs, each containing a copy of the report in Adobe Portable Document Format (PDF). Both the compact disc and the case holding the disc should be labeled (hand-written label is not acceptable) with the report title; VDOT Project Number; VDOT PPMS, IPM, UPC, or CSC Number; author's name; consultant's name; and report date, at a minimum.

*The Virginia Department of Transportation's
Expectations and Standard Products for Cultural Resource Surveys (Ver.2-18-2010)*

ATTACHMENT I

PROGRAMMATIC AGREEMENT BETWEEN THE VIRGINIA DEPARTMENTS OF TRANSPORTATION AND HISTORIC RESOURCES CONCERNING INTERAGENCY PROJECT COORDINATION

WHEREAS, the Virginia Department of Transportation (VDOT) has been taking into account the effects of state-funded highway projects on properties listed or eligible for listing in the National Register of Historic Places and the Virginia Landmarks Register (historic properties) in consultation with the Virginia Department of Historic Resources (VDHR) in accordance with the Memorandum of Understanding for Cultural Resources Work on Virginia Department of Transportation Projects (1990 MOU); and

WHEREAS, the 1990 MOU is obsolete and requires replacement to increase the efficiency of VDOT and VDHR programs; and

WHEREAS, the State Environmental Review Process (SERP) was established between the Secretaries of Transportation and Natural Resources to assess the environmental impacts of state-funded highway projects in accordance with the *Code of Virginia* § 10.1-1188.B; and

WHEREAS, VDOT includes consideration of effects to historic properties in Environmental Impact Reports prepared for non-highway projects pursuant to the *Code of Virginia* § 10.1-1188.A; and

WHEREAS, the provisions stipulated in this agreement are consistent with and satisfy the historic property provisions of the SERP and the *Memorandum of Agreement for the Review of Highway Projects Undertaken by the Virginia Department of Transportation* (1991) executed between the Commonwealth's Secretary of Natural Resources and Secretary of Transportation; and

WHEREAS, the provisions stipulated in this agreement are consistent with the necessary content of Environmental Impact Reports for historic property issues; and

WHEREAS, the provisions stipulated in this agreement are consistent with the purpose and intent of Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulation, 36 CFR Part 800; and

WHEREAS, VDOT has expanded its environmental program on a statewide basis to ensure that professional expertise in archaeology and architectural history is available for all transportation projects; and

WHEREAS, this Programmatic Agreement constitutes a permit allowing VDOT to conduct archaeological investigations on state-controlled land as necessary to satisfy the terms of this agreement pursuant to the *Code of Virginia* § 10.1-2302; and

WHEREAS, this Programmatic Agreement applies only to projects for which VDOT conducts preliminary engineering environmental activities and does not apply to projects being developed under the control and at the direction of county governments pursuant to the *Code of Virginia* § 33.1-75.3;

NOW, THEREFORE, VDOT and VDHR agree that historic property issues for state-funded transportation projects will be handled in accordance with the following stipulations:

Stipulations

1. VDOT will provide initial project information to VDHR through the SERP by submission of Early Notification documentation (EQ-429). VDHR will provide resource information or access to its automated resource database in accordance with the provisions of the SERP.
2. For each project subject to the SERP, VDOT's cultural resource staff will determine if no historic properties are present or affected or if efforts to identify historic properties are needed to support an effect determination. VDOT will include that determination and an explanation in the Preliminary Environmental Inventory (PEI). VDOT does not need to coordinate the PEI with VDHR, but may do so at its discretion. VDOT will provide a list identifying all projects for which its cultural resource staff has made a finding of no historic properties present or affected to VDHR on a quarterly basis. VDOT will provide copies of survey documentation, as appropriate, used to support its determination that no historic properties are present or affected with the list.
3. If VDOT's cultural resource staff determine during the SERP that historic properties will be affected or are likely to be affected by a proposed project, VDOT will include such determinations in the PEI which will be coordinated with VDHR. Additional consultation between VDOT and VDHR to resolve issues concerning any effect of a proposed project on historic properties will be conducted after the SERP is completed and in accordance with this Programmatic Agreement.
4. For projects subject to the preparation of an Environmental Impact Report (EIR) pursuant to the *Code of Virginia* § 10.1-1188, VDOT's cultural resource staff will determine if no historic properties are present or affected or if efforts to identify historic properties are needed to support an effect determination. VDOT will include that determination in the EIR. VDOT will include all such projects for which its cultural resource staff has made a finding of no historic properties present or affected in the list submitted to VDHR on a quarterly basis as defined in Stipulation 2, above. Any additional consultation between VDOT and VDHR to resolve issues

concerning historic property effects for projects subject to the preparation of an EIR otherwise will be carried out in accordance with this Programmatic Agreement.

5. VDOT will cooperate with and assist VDHR in responding to public inquiries concerning projects for which VDOT has determined that no historic properties are present or affected pursuant to Stipulation 2, above.
6. VDOT's cultural resource staff will consult with VDHR for projects that meet the following conditions:
 - a. VDOT's cultural resource staff determine that historic properties will be affected or likely will be affected by a proposed project; or
 - b. the effect determination is dependent on evaluation of a resource's eligibility for listing in the National Register of Historic Places (NRHP); or
 - c. the determination of use pursuant to 49 USC 303 is dependent on evaluation of a resource's eligibility for listing in the NRHP and its historic property boundaries; or
 - d. the public requests VDHR's involvement and VDHR determines, at its discretion, that its involvement would be in the public interest; or
 - e. the VDHR determines, in the absence of a public request, that its involvement would be in the public interest; or
 - f. the project involves National Historic Landmarks or Historic Preservation Easements held by the Commonwealth's Board of Historic Resources.
7. VDOT's cultural resource staff will provide the following information to VDHR for consultation on projects meeting one or more of the conditions of Stipulation 6, above:
 - a. detailed description of the project with maps and plans as appropriate; and
 - b. a description of the efforts to identify historic properties with supporting documentation as necessary; and
 - c. VDOT's opinion on the significance of identified resources employing NRHP criteria; and
 - d. VDOT's opinion on the effect of the project on historic properties in accordance with the Criteria of Effect as defined by 36 CFR Part 800.

VDHR will respond to VDOT's documentation and request to comment within 30 calendar days of confirmed receipt. VDOT may proceed with the project at its discretion if VDHR fails to respond within that period.

8. VDOT, utilizing its cultural resource staff or its cultural resource consultants, will complete fieldwork to identify historic properties in accordance with commonly accepted practices, the VDHR's *Guidelines for Archaeological Investigations in*

Virginia (1996) and the "Secretary of the Interior's Standards and Guidelines" (*Federal Register* 48:44716-44742). VDOT may employ a 75-foot shovel test interval in conducting archaeological surveys ("Phase I"). Field notes and associated field survey information will be maintained in the project files at VDOT or by its cultural resource consultants, or be transferred to the custody of VDHR at VDOT's discretion.

9. For projects involving consideration of multiple alignments or corridors, VDOT will perform the following actions before the Commonwealth Transportation Board (CTB) makes a location decision:
 - a. complete efforts to identify significant buildings, structures, districts (non-archaeological), objects, and sites (non-archaeological; e.g., battlefields); and
 - b. conduct sufficient background research to ensure that archaeological issues are taken into account.

VDOT may focus efforts to identify significant archaeological sites solely on the selected alignment or corridor following a location decision by the CTB.

10. VDOT is not required to conduct additional survey efforts for interagency project coordination pursuant to this Programmatic Agreement to identify historic buildings, structures, districts and objects in those areas where VDHR has conducted or supervised extensive reconnaissance or intensive-level surveys, but may do so at its discretion. VDHR will provide VDOT with a list of those areas where extensive reconnaissance or intensive-level surveys have been conducted to identify historic buildings, structures, districts, and objects pursuant to programs administered by VDHR, along with two copies of each associated survey report, within three months following execution of this agreement. VDHR will provide VDOT, on a semi-annual basis, an updated list of additional areas where such surveys have been conducted. VDHR will provide VDOT with two copies of future survey reports associated with such additional areas at each semi-annual revision cycle.
11. If archaeological resources meeting the age requirements for NRHP listing (36 CFR Parts 60.4 and 60.4(g)) are identified within the project's area of potential effect, VDOT may report those findings to VDHR in the abbreviated format described below:
 - a. title page
 - b. abstract
 - c. table of contents
 - d. list of maps, illustrations, tables
 - e. description of the area surveyed
 - f. survey strategy (objectives, methods, expected results)

- g. findings and recommendations
 - h. summary list of identified sites within the project's area of potential effect with recommendations concerning potential NRHP eligibility
 - i. bibliography
 - j. appendices as necessary (e.g., artifact inventory)
12. If buildings, structures, districts (non-archaeological), objects or sites (non-archaeological; e.g. battlefields) meeting the age requirements for NRHP listing (36 CFR Parts 60.4 and 60.4(g)) are identified within the project's area of potential effect, VDOT will prepare electronic inventory documentation records ("reconnaissance-level" Integrated Preservation Software [IPS], or subsequent revisions thereto) for submission to VDHR. VDHR will accept those records as a satisfactory level-of-effort for identification ("Phase I") surveys involving such resources. VDOT and VDHR will utilize those records as the basis for consultation concerning the potential significance of identified buildings, structures, districts and objects, and potential project effect. VDOT will submit all inventory records by electronic media.
13. If additional investigation is necessary to determine conclusively the significance of identified buildings, structures, districts (non-archaeological), objects, or sites (non-archaeological; e.g. battlefields), VDOT will prepare evaluation ("Phase II") documentation in accordance with the VDHR's *Guidelines for Preparing Identification and Evaluation Reports* (1992) or subsequent revisions to those guidelines. VDOT may employ "intensive-level" IPS documentation, or subsequent revisions thereto, as a substitute for a conventional report for the evaluation of such resources.
14. VDOT will follow curation guidelines developed by VDHR to ensure the long-term preservation of the Commonwealth's archaeological collections and associated field records. VDHR will waive all fees for the curation of archaeological collections that result from VDOT investigations conducted by VDOT staff.
15. For projects being advanced by county governments pursuant to the *Code of Virginia* § 33.1-75.3, VDOT promptly will notify VDHR about the project in writing and provide copies of the PEI and any agreement between VDOT and the county government. VDOT will inform the county government of its responsibilities to carry out any necessary efforts to identify historic properties as defined in the PEI and to consult with VDHR to determine project effect in a manner consistent with 36 CFR Part 800, the "Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation" (*Federal Register* 48:44716-44742), VDHR's *Guidelines for Preparing Identification and Evaluation Reports* (1992) and VDHR's *Guidelines for Archaeological Investigations in Virginia* (1996). VDOT will inform the county government, as necessary, that the county will need to obtain a permit from VDHR's

director to conduct archaeological investigations on state-controlled land pursuant to the *Code of Virginia* § 10.1-2302.

16. VDOT and VDHR will establish an interagency task group to identify project initiatives of mutual benefit to both agencies in carrying out their cultural resource responsibilities. The task group will report annually to VDOT's Commissioner and VDHR's director on identified initiatives which will be defined and implemented under separate agreements. Implementation of identified initiatives may include, but not be limited to, interagency financial, material, technical and staff support.
 17. VDOT will establish an ongoing program to publish or disseminate significant cultural resource research/findings relevant to transportation in Virginia in conjunction with VDHR and the Virginia Transportation Research Council. VDHR will assist VDOT in identifying appropriate subjects and media. VDOT will obligate an amount not to exceed \$200,000 over a five-year period beginning with state fiscal year 1999 for this purpose.
 18. VDOT and VDHR will make all reasonable efforts to resolve disputes concerning survey, evaluation, effect determination, treatment or other issues that arise from implementation of this agreement. VDOT and VDHR will report disputes that cannot be resolved at the staff level to each agency's director. VDOT's Commissioner and VDHR's Director will consult to resolve the dispute prior to making a final decision.
 19. VDOT's Central Office Environmental Division will monitor activities carried out pursuant to this Programmatic Agreement to ensure that its stipulations are implemented. VDHR may monitor activities carried out pursuant to this Programmatic Agreement. VDOT will cooperate with VDHR in carrying out such actions.
 20. Either party to this Programmatic Agreement may terminate it by providing thirty (30) days written notice to the other party, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, VDOT and VDHR will conduct consultation on a project-by-project basis.
- VDOT and VDHR will review this Programmatic Agreement on an annual basis from its implementation to assess its effectiveness. This Programmatic Agreement may be amended at any time upon the mutual consent of both parties. Should VDOT's ability to carry out its responsibilities under this Programmatic Agreement be substantially impaired, VDOT and VDHR will consult to modify, amend or terminate this Programmatic Agreement.

7

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: David R. Gehr
David R. Gehr, Commissioner

Date: 1/13/99

VIRGINIA DEPARTMENT OF HISTORIC RESOURCES

By: H. Alexander Wise, Jr.
H. Alexander Wise, Jr., Director

Date: 1/13/99

ATTACHMENT J

SAMPLE TASK ORDER PROPOSAL

Instructions: Prepare a written proposal for a Cultural Resources Survey (Phase I) of this hypothetical project. The proposal should include a narrative scope of work, schedule, level of effort estimate, and budget. Include also a description of your research design and justification for the research design and level of effort you have proposed for identifying historic properties at the Phase I level of investigation.

The Offeror must use the same labor classifications and sub-classification in this sample proposal as the Offeror has proposed elsewhere in response to this RFP. The Offeror must also use the same fully loaded hourly rates for the labor classifications and the same prices for ODCs as the Offeror has proposed elsewhere in response to this RFP.

The Offeror must use the attached template for presenting the proposed budget for the sample task order. The Offeror may modify the formatting of the template in minor ways, but must use the same column headings and subtasks that are used in the template, at a minimum, and must break down travel expenses and provide totals and sub-totals as shown in the template.

Transportation Project Description: The project is located in King William County, Virginia, and will involve adding additional lanes to Route 30 from Magnolia Drive (SC 1002), located on the west side of the Town of West Point, westward for a distance of about 6.2 miles to Route 632 (see location map below). VDOT will receive financial assistance for the project from the Federal Highway Administration; and it is likely that a Department of the Army, Corps of Engineers permit will be required for the project pursuant to Section 10 of the Rivers and Harbors Appropriations Act of 1899 (33 U.S.C. 401 and 403) and Section 404 of the Clean Water Act of 1973 (33 U.S.C. 1344). A NEPA document for the project is scheduled for completion in July 2011; VDOT intends to advertise the project for construction in July 2015.

For the purposes of this exercise assume existing Route 30 within the project limits is a two-lane highway measuring 22 feet wide between the two edges of pavement. VDOT staff has defined the Area of Potential Effects for archaeological resources as the limits of proposed right of way and permanent easements for the project, which combined extend 100 feet out from the edge of pavement on each side of the existing highway. VDOT has defined the Area of Potential Effects for non-archaeological resources as extending 500 feet out from the edge of pavement on each side of the existing highway.

Cost Template for Sample Task Order Proposal:

DIRECT LABOR COSTS

SUB-TASK	LABOR CLASS	NUMBER OF INDIVI-DUALS	TRAVEL HOURS PER INDIVI-DUAL	PRODUC-TIVE HOURS PER INDIVI-DUAL	HOURS SUBTOTAL	RATE	TOTAL COST
ADMINISTRATION							
SUBTOTAL							
BACKGROUND RESEARCH							
SUBTOTAL							
ARCHAEO. FIELDWORK							
SUBTOTAL							
ARCHIT. FIELDWORK							
SUBTOTAL							
ARCHAEO. LAB ANALYSIS							
SUBTOTAL							
DSS FORMS, ARCHAEO.							
SUBTOTAL							
DSS FORMS, ARCHIT.							
SUBTOTAL							
ARCHAEO. REPORT							

SUBTOTAL	
ARCHIT. REPORT	
SUBTOTAL	
REPORT REVISIONS	
SUBTOTAL	
TOTAL DIRECT LABOR	

OTHER DIRECT COSTS

ITEM	UNIT	NUMBER OF UNITS	MEAL & IE RATE	LODGING RATE	OTHER RATE	TOTAL
TRAVEL						
Meals & I.E. - Background Research	Arrival/Departure Day		\$37			
Lodging - Background Research	Per Night			\$70		
Meals & I.E. - Archaeo Fieldwork	Full Day		\$41			
Meals & I.E. - Archaeo Fieldwork	Arrival/Departure Day					
Lodging - Archaeo Fieldwork	Per Night			\$70		
Meals & I.E. - Archit Fieldwork	Full Day		\$41			
Meals + I.E. - Archit Fieldwork	Arrival/Departure Day		\$37			
Lodging - Archit Fieldwork	Per Night			\$70		
SUBTOTAL						
OTHER						
SUBTOTAL						
TOTAL DIRECT EXPENSES						

BUDGET TOTAL

LABOR COSTS

**OTHER DIRECT
COSTS**

**TOTAL
ESTIMATED
COSTS**

Location Map for Sample Task Order:

