

**POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION**

RESOLUTION

MOTION: _____

**RESOLUTION NO. 09-06-____
OFFICIAL COMMISSION MEETING**

SECOND: _____

JUNE 4, 2009

RE: AUTHORIZATION TO EXECUTE AN AGREEMENT WITH VDOT PROVIDING FOR PRTC'S ASSUMPTION OF VDOT-FUNDED TRANSPORTATION DEMAND MANAGEMENT EMPLOYER OUTREACH SERVICES IN THE PRINCE WILLIAM COUNTY AREA, AND AUTHORIZATION TO COMPETITIVELY PROCURE CONSULTANT ASSISTANCE TO PERFORM THESE SERVICES

WHEREAS, from FY 2000 to FY 2009, travel demand management employer outreach services in Prince William County were performed by a consultant under contract to the Metropolitan Washington Council of Governments (COG), funded by VDOT, because of COG's extensive experience in travel demand management ventures; and

WHEREAS, over the course of the past year, VDOT, Prince William County, and PRTC staff have concluded that it would be more cost-effective for these VDOT-funded services to be performed by a consultant under contract to PRTC with the added virtue of these services being better integrated with transit/travel demand management services that PRTC is already providing; and

WHEREAS, PRTC and VDOT staff have prepared a draft agreement providing for PRTC to assume responsibility for these services, funded by VDOT; and

WHEREAS, the draft agreement is being reviewed by the Attorney General's Office.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the Executive Director to execute an agreement with VDOT providing for PRTC's assumption of VDOT-funded transportation demand management employer outreach services in the Prince William county area, which agreement is substantially in the same form of the draft agreement, subject to a determination by PRTC's Legal Counsel that the final version of the agreement is acceptable.

BE IT FURTHER RESOLVED that the Commission also authorizes the Executive Director to competitively procure consultant assistance for the performance of these services.




Potomac and Rappahannock
Transportation Commission

14700 Potomac Mills Road
Woodbridge, VA 22192

June 4, 2009

TO: Chairman May and Commissioners

FROM: Alfred H. Harf 
Executive Director

RE: Authorize Executive Director to Execute an Agreement with the Virginia Department of Transportation (VDOT) Providing for PRTC's Assumption of VDOT-Funded Transportation Demand Management Employer Outreach Services in the Prince William County Area and Authorize the Executive Director to Competitively Procure Consultant Assistance for the Performance of these Services

Recommendation:

Authorize the Executive Director to:

1. Execute an agreement with the Virginia Department of Transportation (VDOT) providing for PRTC's assumption of VDOT-funded transportation demand management employer outreach services in the Prince William County area; and
2. Competitively procure consultant assistance to perform these services.

In a separate action, the Commission will be asked to authorize the award of a consulting services contract following the completion of the competitive procurement process.

Background:

Travel demand management employer outreach (hereinafter referred to as "employer outreach") throughout the Washington D.C. metropolitan area is among the strategies being used to curb mobile source emissions. Described in simple terms, employer outreach entails employee surveys to gauge interest in ridesharing, vanpooling, transit, and other "demand management" options to lessen reliance on solo driving for commuting, and then facilitating the use of these options for those that express interest. Generally speaking, the largest employers are targeted because experience has shown that the larger the work site, the greater the interest.

In the Prince William County area, employer outreach has been done in a variety of ways – prior to 2000, it was done by PRTC staff, and since then it has been done by the Metropolitan Washington Council of Governments (COG) to take advantage of COG's extensive experience in

Chairman May and Commissioners

June 4, 2009

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travel demand management ventures. Over the course of the past year, however, VDOT, Prince William County, and PRTC staffs have concluded that it would be more cost-effective for these VDOT-funded services to be performed by a consultant under contract to PRTC, which would have the added virtue of better integrating these services with transit/travel demand management services that PRTC is already providing. Accordingly, PRTC management is seeking the Commission's authorization to:

1. Execute an agreement with the Virginia Department of Transportation (VDOT) providing for PRTC's assumption of VDOT-funded transportation demand management employer outreach services in the Prince William County area; and
2. Competitively procure consultant assistance to perform these services.

With regard to the VDOT agreement, a draft has been prepared by VDOT and PRTC staff (attached) which the Office of the Attorney General is reviewing. PRTC Legal Counsel has been consulted and finds no fault with it. A second review by PRTC Legal Counsel will be done in the event the Office of the Attorney General makes a substantive alteration, to confirm that any such alteration does not pose a problem for PRTC.

Once the procurement has been concluded, management will seek the Commission's separate authorization to award the contract to the highest-ranked proposer.

Fiscal Impact:

No fiscal impact.

Attachment: As stated

**AN AGREEMENT FOR THE UTILIZATION OF CONGESTION MITIGATION
AND AIR QUALITY IMPROVEMENT (CMAQ) FUNDS IN
PRINCE WILLIAM COUNTY, VIRGINIA**

THIS AGREEMENT, made this ____ day of _____ in the year two thousand and _____, by and between the Commonwealth of Virginia, Department of Transportation, hereinafter called the "DEPARTMENT", and the Potomac and Rappahannock Transportation Commission (PRTC) hereinafter called the "LOCALITY".

WHEREAS, the LOCALITY has submitted a Scope of Work for undertaking certain activities related to the promotion of Travel Demand Management (TDM) programs in the Northern Virginia District; and

WHEREAS, the DEPARTMENT has concurred with this Scope;

NOW, THEREFORE, the DEPARTMENT and the LOCALITY do hereby agree as follows:

ARTICLE I - PURPOSE OF FUNDS

CMAQ funds made available under this AGREEMENT are to be used in cooperation with the DEPARTMENT for TDM activities. The purpose shall be to provide educational, promotional and/or other related TDM assistance within the Northern Virginia District. A scope of work is included (Attachment A) in accordance with ARTICLE III which promotes the reduction of single-occupant auto usage in order to achieve at least one of the following objectives:

- Reduction of traffic congestion
- Promotion of alternative transportation modes
- Improvement of air quality

ARTICLE II - SOURCE OF FUNDS

Under the provisions of Title 23 of the United States Code, CMAQ funds are available to the COMMONWEALTH for use in CMAQ-eligible projects. The sum of \$ _____, composed of \$ _____ in federal CMAQ funds and \$ _____ in state matching funds, shall be provided and made available to the LOCALITY for expenditure in FY 2010. This amount is provided to carry out the work activities described in the approved project scope of work incorporated in Attachment A.

The total amount of CMAQ funds allocated to the LOCALITY and reimbursable under this agreement is \$ _____. Federal funds cannot be used to match in-kind service.

ARTICLE III - SCOPE OF WORK

The transportation planning activities to be financed with CMAQ funds are described in a Scope of Work developed by the LOCALITY and attached to this AGREEMENT as Attachment A. Any change in the character or extent of the work to be performed with CMAQ funds shall require an amendment to the Scope of Work and approval by the DEPARTMENT. Such requests must be received and approved prior to the expenditure of CMAQ funds for these activities.

Unless authorized in writing by the DEPARTMENT, the LOCALITY shall not assign any portion of the work to be performed under this AGREEMENT, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT without the prior written consent of the DEPARTMENT. The DEPARTMENT will review and approve Request for Proposals which use CMAQ funds prior to their issuance. All requests or invitations for bids, proposals, qualifications, or interest, or other official procurement processes, however referred to by the LOCALITY, must receive written consent by the DEPARTMENT prior to advertisement or issue.

Those activities and description of work documented in the approved Scope of Work and any subsequent amendments thereto as approved by the DEPARTMENT are hereby approved for CMAQ funding subject to the conditions of this AGREEMENT.

ARTICLE IV - BASIS OF PAYMENT

For services performed in accordance with the provisions of this AGREEMENT, the DEPARTMENT shall pay to the LOCALITY actual costs as defined herein.

Payments shall be made under the terms set forth in the Scope of Work.

All costs are subject to audit by the DEPARTMENT and/or the U.S. Department of Transportation. Any such audit shall be made in accordance with generally accepted auditing standards and procedures and be governed by 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments; OMB Circular A-87, Cost Principles for State and Local Governments. Additional auditing requirements are set forth in Attachment B.

Any expenditure made or work or grant proposal performed by the LOCALITY on activities contained in the attached scope of work prior to the execution of this agreement by the DEPARTMENT will not be eligible for reimbursement.

ARTICLE V - PROGRESS SCHEDULES AND REPORTS

The LOCALITY shall document expenditures and progress in executing the Scope of Work through the invoicing and reporting requirements established in Tasks 5 and 7 of the Scope.

ARTICLE VI - PERFORMANCE PERIOD

Work to be performed under this AGREEMENT shall be initiated no sooner than July 1, 2009, and completed within the period established in the Scope of Work.

ARTICLE VII - TERMINATION OF AGREEMENT

This AGREEMENT shall be terminated upon the occurrence of any of the following:

1. Withdrawal by the DEPARTMENT from this Planning Process in the LOCALITY.
2. Withdrawal of the LOCALITY from this Planning Process.
3. By mutual agreement of the parties.

In the event of termination under provision 1 at least 30 days written notice shall be given prior to termination. Work completed within this notice period shall be eligible for compensation.

In the event of termination under provision 2, said termination shall be effective the date of notification. In the event of termination under provision 3, said termination shall be effective when both parties have signed an agreement to terminate. Work completed up to the date of notification or agreement to terminate shall be eligible for compensation.

The sum of any payments made under this Article shall be based on actual work completed through the date of termination, subject to final audit.

Upon termination, all data, tabulations, documents and other material prepared under this AGREEMENT by and for the LOCALITY shall become the property of the DEPARTMENT.

ARTICLE VIII - RETENTION OF COST RECORDS

The LOCALITY and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence supporting the costs incurred. Such information shall be consistent with the provisions of 49 CFR Part 18 and shall be made

available at their respective offices at all reasonable times during the contract period, and for a period of three (3) years from the date of final payment from the DEPARTMENT to the LOCALITY, for inspection and audit by any authorized representative of the DEPARTMENT or U.S. Department of Transportation. Copies of such information shall be furnished to the DEPARTMENT upon request.

ARTICLE IX - PUBLICATION PROVISIONS

The LOCALITY shall be free to copyright material developed under this AGREEMENT with the provisions that the DEPARTMENT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Planning reports developed under this AGREEMENT shall be submitted to the DEPARTMENT for review and approval prior to publication and distribution.

All materials published by the LOCALITY or subrecipient shall:

1. Contain an acknowledgment, "Prepared in cooperation with the Northern Virginia District of the Virginia Department of Transportation", and
2. Comply with all appropriate state and federal laws.

ARTICLE X - SETTLEMENT OF DISPUTES

Any factual disputes in connection with the work performed in conjunction with this AGREEMENT, which are not disposed of by mutual agreement between the DEPARTMENT and the LOCALITY shall be transmitted in writing to the Commissioner of the DEPARTMENT and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the Federal Highway Administration, will rule on the question and his decision shall be final.

Any legal disputes in connection with the work performed in conjunction with this AGREEMENT, which are not disposed of by mutual agreement between the DEPARTMENT and the LOCALITY shall be transmitted in writing to the Commissioner of the DEPARTMENT and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the Federal Highway Administration, will rule on the question and their decision shall be final unless the legal dispute is adjudicated in court. Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the legal dispute.

ARTICLE XI - COMPLIANCE WITH TITLE VI OF CIVIL RIGHTS ACT

The LOCALITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature with whom it may contract or make agreement, shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as set out in Attachment C, attached hereto, and made a part of this AGREEMENT by reference.

ARTICLE XII - VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

The LOCALITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with whom they may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act (Sections 2.2-4200 through 2.2-4201 of the Code of Virginia (1950), as amended). Section 2.2-4201 is set out in Attachment D attached hereto and made part of this AGREEMENT.

ARTICLE XIII - DISADVANTAGED AND WOMEN - OWNED BUSINESS ENTERPRISES

In connection with the performance of this AGREEMENT, the LOCALITY will cooperate with the DEPARTMENT in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs-inclusive of women). The LOCALITY shall follow the Virginia Department of Transportation's Disadvantaged Business Enterprise program, the Virginia Public Procurement Act requirements and use its best efforts to insure that DBEs shall have equal opportunity to compete for contracts under this AGREEMENT.

The LOCALITY, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with whom they may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, and set out in Attachment E attached hereto, and made part of this AGREEMENT by reference. Further, the LOCALITY agrees to provide the DEPARTMENT with quarterly reports on the actual dollar amount of funds expended with each DBE contractor.

ARTICLE XIV - AMENDMENTS

Amendments to this AGREEMENT, as may be mutually agreed to, may be made by written agreement between the DEPARTMENT and the LOCALITY.

ARTICLE XV - CERTIFICATIONS

The LOCALITY and the DEPARTMENT in signing the attached certification statement as described in Attachment F shall acknowledge that neither the representative for the

LOCALITY nor the DEPARTMENT has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

By signing this AGREEMENT, the LOCALITY also certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LOCALITY , to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the LOCALITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
3. The LOCALITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and,
4. Federally funded in-kind services were not used to match any activities related to this program.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XVI – LIABILITY WAIVER

The LOCALITY shall not seek redress for damages or injury caused in whole or in part by the COMMONWEALTH, the DEPARTMENT or their officers, agents or employees acting within the scope of their duties. The LOCALITY is covered by and will keep in force an insurance policy from the Department of Risk Management, or its equivalent, which protects the COMMONWEALTH, the DEPARTMENT and their officers, agents and employees against damage or injury caused by the negligence of the LOCALITY, its officers, agents or employees which arise from their use of funds provided under this AGREEMENT.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCALITY have executed this AGREEMENT on the day and year first above written.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Commissioner

Printed Name

DATE: _____

POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION

BY: _____

Printed Name

DATE: _____

- ATTACHMENT A - Scope of Work
- ATTACHMENT B - Contract Audit
- ATTACHMENT C - Title VI
- ATTACHMENT D - Virginia Fair Employment Contracting Act
- ATTACHMENT E - Disadvantaged and Women-Owned Business Enterprises
- ATTACHMENT F - Certification Statement

ATTACHMENT A

EMPLOYER OUTREACH SCOPE OF WORK

Fiscal Year 2010

Activities to be performed include, but are not limited to, the following:

Transportation Control Measure (TCM)-47c was adopted in the FY95-00 Transportation Improvement Program (TIP) by the Transportation Planning Board (TPB) of the National Capital Region. TCM-47c does not mandate employer participation. This measure will encourage private sector employers with more than 100 employees in the Metropolitan Washington region to voluntarily implement alternative commute (trip reduction) programs and is now classified as a Transportation Emission Reduction Measure (TERM).

The Potomac and Rappahannock Transportation (PRTC) will provide outreach services directly, or through a contractor or both, to employers in Prince William County which will help promote commute alternatives, create new or expanded alternative commute programs, maintain existing programs, and provide a means to evaluate the impact of these employer efforts.

- TASK 1 Contact Employers and Promote Alternative Commute Programs -**
Establish and maintain regular contact with employers. Encourage employers to establish an Employee Transportation Coordinator (ETC). Conduct sales calls and face-to-face meetings with employer ETCs and decision makers. Promote Alternative Commute Programs described in **Attachment A** as may be determined from the results of Task 2 or as may be developed through discussions with the employer.
- TASK 1A Maintain Contact with Employers with Existing Programs –** No less frequently than quarterly, communicate with employers in the jurisdiction's database (see Task 4 below) that have existing TDM programs to verify and update contact information and encourage the continuation and/or strengthening of existing programs.
- TASK 2 Conduct Employee Commute Surveys –** Conduct employee commute surveys for employers who voluntarily choose to survey their employees. Although surveys are voluntary, strongly encourage the employer to conduct a survey. Ideally, the survey will be conducted once prior to the implementation of commute incentives, benefit programs or promotions, and again six months to one year after the employer has instituted an incentive or benefit program. The survey will consist of the core questions (as agreed to by Northern Virginia Employer Outreach

representatives) designed to assist in developing and evaluating alternative commute programs. The survey may be customized, including the addition of questions, to fit the needs of the employer and to obtain information to develop a comprehensive employee commute plan for the employer.

Survey data will be used to (a) to provide the employer with commute mode preferences, (b) to provide the jurisdictional employer outreach staff with basic information to make recommendations, and develop or change strategies that will help the employer and employees, and (c) to provide a site specific mode split which could be compared to follow-up data to determine the success of the TDM strategies that were implemented. It is also a good tool for employers to track and evaluate program success (if appropriate or desired), and to give employees an opportunity to request additional commuter information.

Surveys will be distributed in one or both of the following methods, depending on the needs of the employer: 1) hard copies, or 2) e-mail with a link to an online survey. When using hard copies or the online survey, survey editing and survey processing procedures, agreed to by the Northern Virginia Employer Outreach representatives, will be followed.

TASK 3 **Develop TDM Program Recommendations** - Develop and provide in a written document with recommendations for the employers for the implementation of alternative commute incentives, benefits and programs. The recommendations will be based on the results of the initial employee commute survey if possible, and interviews with employer representatives. Provide copies of documents prepared under this Task to PRTC.

TASK 4 **Record Keeping and Database Maintenance** - Maintain an Employer Outreach database that includes the following elements at a minimum:

- Employer name, location, contact name, phone number, email address, number of total employees, number of participating employees, and existing TDM programs,
- TDM program implementation dates and participation rates,
- All contact, communications and work conducted with employers including sales calls, meetings, survey dates and results, and promotions.
- Update information in the Northern Virginia web-based Employer Outreach database no less frequently than monthly. Incorporate the results from surveys conducted in Task 2 as data is available.

The Northern Virginia web-based database provided by the Virginia Department of Transportation (VDOT) will be used for the purpose of:

- recording the status of each employer-based TDM program for which the jurisdiction has knowledge;
- tracking Employer Outreach activities conducted by each jurisdiction;
- identifying employers with additional office locations in other jurisdictions and for viewing past outreach activities for an employer that is relocating from another jurisdiction.

Metropolitan Washington Council of Governments (MWCOG) will be provided read-only access to the Northern Virginia web-based database for integration into its regional database. The complete regional web-based database provided by MWCOG will be used as a read-only file for the purpose of identifying employers with additional office locations in other jurisdictions outside Northern Virginia, as needed, and for viewing past outreach activities for an employer that is relocating from another jurisdiction. Close coordination with Employer Outreach representatives from other jurisdictions will be adhered to for outreach with employers with additional office locations in other jurisdictions and employers relocating from another jurisdiction.

TASK 5 **Reports** - Provide a report, in a format agreed to by the Employer Outreach Committee summarizing employer outreach activities and results to PRTC quarterly and with all reimbursement requests.

TASK 6 **Meetings and Training** - Attend Commuter Connections Employer Outreach Committee meetings and training as desired and as may be made available by MWCOG.

TASK 7 **Reimbursement Requests** - Provide an invoice to PRTC at least once every two months from the start of the contract. The final invoice for the contract shall be submitted no later than July 15, 2010. Invoices shall be accompanied by sufficient documentation to substantiate costs incurred during the period, and include at a minimum:

- number of hours devoted to Employer Outreach and resulting labor costs;
- description of Direct Costs, accompanied by copies of invoices for individual Direct Costs exceeding \$1,500;
- invoices for any work performed by subcontractors for which reimbursement is requested;
- number of new employers contacted;
- brief summary of major activities conducted during invoice period.

PROJECT GOALS

These Goals represent target values. Program funding is not dependent upon achievement of specific values. Progress towards achieving Goals will be monitored and will serve as guidance for potential program adjustments throughout the year.

- Conduct commute surveys at all employers that implement a new alternative commute program.
- Work efforts shall be structured to achieve the highest response rate possible for each commute survey conducted.
- Establish at least five new Level 3 or 4 employers.
- Maintain the existing number of Level 3 and 4 employers. There are currently ten (10) Level 3 and three (3) Level 4 employers.
- Conduct meetings with employers to achieve the highest level of participation possible.
- Conduct sales calls to achieve the highest level of participation possible.
- Conduct outreach activities such as transportation information fairs and other events designed to promote the use of alternative travel modes.

ATTACHMENT A-1

Potential Alternate Commute Programs to be Promoted in Employer Outreach Activities

Carpool and Vanpool Formation - Work with the employer and employees to encourage and establish carpools and vanpools. The Commuter Connections ridematching system as well as other on-site ridematching systems, promotion of carpool incentives, and van start/van save incentives through the state grants received by the local commuter assistance programs will be used to facilitate carpool and vanpool formation. Coordination with third party vanpool operators will also be used for vanpool formation.

Telework/Telecommuting - Encourage and assist employers with the development and/or expansion of formal telework programs. Request assistance, as needed, from TeleworkVA!

Parking Management Strategies - Encourage and assist employers with development of strategies to reduce parking demand, including car sharing, parking cash-out, preferential carpool/vanpool parking and bicycle parking.

TDM Information - Provide transportation and employer benefit and incentive information to employer and employees through onsite promotions, displays, emails, and employer web site.

Transit/Vanpool/Bicycle Benefit Programs - Encourage and assist employers with the development of transportation benefit programs [in accordance with IRS Section 132(f)], pre-tax transit pass purchase programs, and/or other non-SOV commuter benefit programs. Work directly with WMATA SmartBenefits sales force to promote SmartBenefits and assist employers with planning and implementation of SmartBenefits transportation benefit programs for employees that commute via transit or a qualified vanpool. Provide information to employers on benefit administration programs through WMATA and other third party administrators who can assist in implementing a transit/vanpool benefit program at an employer worksite. Provide planning assistance to employers to establish onsite transit pass, token and ticket sales, and SmartBenefit exchange services.

New Hire Programs - Assist employers in providing commute alternative information to newly hired employees. This may consist of delivery of commute options and employer provided benefits and incentive information to new employees through the development of a packet of transportation information, oral presentations at new hire orientations, email, and the employer's web site.

Guaranteed Ride Home (GRH) Program - Assist employers with offering the Commuter Connections regional GRH service to employees who take alternative

commute modes at least two days per week. Assist employers seeking to provide supplemental GRH trips for their employees.

Alternative Work Scheduling - Encourage and assist employers with the implementation of flexible work schedules, compressed work weeks and staggered work hour programs.

ATTACHMENT B

CONTRACT AUDIT

The LOCALITY shall permit the Department to audit, examine, and copy all documents, computerized records, electronic mail, or other records of the LOCALITY during the life of the contract and for a period of not less than three years after date of final payment, or date LOCALITY is declared in default of Contract, or date of termination of the Contract.

1. The documents and records shall include, but not be limited to those that were used to prepare all schedules used on the project, record the progress of work on the project, accounting records, purchasing records, personnel payments or records necessary to determine employee credentials, vendor payments and written policies and procedures used to record, compute and analyze all costs incurred on the project, including those used in the preparation or presentation of claims to the Department.
2. Records pertaining to the project as the Department may deem necessary in order to permit adequate evaluation and verification of LOCALITY's compliance with contract requirements, compliance with the Department's business policies, and compliance with provisions for pricing work orders or claims submitted by the LOCALITY or the LOCALITY's subcontractors, insurance agents, surety bond agents and material suppliers shall be made available to the auditor(s) at the Department's request. The LOCALITY shall make its personnel available for interviews when requested by the Department.
3. Upon request, the LOCALITY shall provide the Department with data files on data disks, or other suitable alternative computer data exchange format.

The LOCALITY shall ensure that the requirements of this provision are made applicable to his subcontractors, insurance agents, surety bond agents and material suppliers. The LOCALITY shall cooperate and shall cause all related parties to furnish or make available in an expeditious manner all such information, materials, and data. The LOCALITY shall be forthcoming in disclosing all sources and locations of media.

It shall be the LOCALITY'S responsibility to notify the Department, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the LOCALITY'S liability for any costs not supported by the proper documentation for the subcontractor's phase of the services.

The LOCALITY shall provide immediate access to records for the audit and provide immediate acceptable facilities for the audit.

ATTACHMENT C

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (49 CFR, Part 21 and Part 26, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, religion, color, sex, national origin, age or handicap.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions in the event a contractor becomes involved in or is threatened with litigation with a subcontractor. The contractor may request the State and/or the United States to enter into such litigation in order to protect their respective interests.

ATTACHMENT D

VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT Section 2.2-4201 Code of Virginia (1950) as amended

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over ten thousand dollars.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.

The contractor will include the provisions of the foregoing paragraphs 1 and 2 in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this chapter shall be deemed to empower any agency to require any contractor to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such contractor in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the State (1975, c.626).

ATTACHMENT E

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION PROGRAMS 49 CFR Part 26, as amended

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, 49 CFR Part 26, as amended, applies to this agreement.

The LOCALITY agrees to ensure that DBEs as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the LOCALITY shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have equal opportunity to compete for and perform contracts. The LOCALITY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

The LOCALITY agrees that failure to carry out the requirements set forth herein shall constitute a breach of contract and after the notification of the Department of Transportation, may result in termination of this agreement by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.

