



REQUEST FOR PROPOSALS

Professional Engineering Services for Historic Courthouse Circle Pedestrian and ADA Improvements

RFP No: 19-013-BL
November 14, 2018
County of Gloucester
Central Purchasing Office
6467 Main Street – 1st Floor
Gloucester, VA 23061
Phone: (804) 693-6235 Fax: (804) 693-0061

Sealed proposals, subject to the terms and conditions contained herein, will be received at the above office of Central Purchasing, 1st Floor, 6467 Main Street, Gloucester, Virginia, 23061, through the due date and hour shown below (local prevailing time), for furnishing the following described materials, and/or services, for delivery and/or performance F.O.B. GLOUCESTER COUNTY, VIRGINIA.

Scope of Services: To establish an agreement with a qualified consultant to provide professional engineering services for the design of the Gloucester Historic Courthouse Circle Pedestrian and American with Disabilities Act (“ADA”).

Proposals Due: **December 14, 2018 by Close of Business**

Contract Officer:

Bill Lindsey, CPPO, C.P.M., Purchasing Agent

ONE ORIGINAL AND THREE (3) COPIES OF YOUR SUBMITTAL IS REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the materials requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____ E-mail: _____

Business License No. _____ Jurisdiction: _____

Federal Tax ID: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

NOTICES

Copies of the Proposal Documents may be obtained at the Central Purchasing Office located in County Office Building No. 1, 6467 Main Street, Gloucester, Virginia, at no charge. You may also download this bid at <http://www.gloucesterva.info/183/Central-Purchasing> on the Central Purchasing website.

TERMS AND CONDITIONS

1. **Governing 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 Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. **Anti-Discrimination:** By submitting their proposals, offerors certify 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 (§ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in "a" and "b" below apply:
 - a. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, 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.
 2. 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.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - b. 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 sub-contractor or vendor.
3. **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 sub-contractor 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.
4. **Immigration Reform And Control Act Of 1986:** By submitting their proposal), offerors certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).
5. **Debarment Status:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any government entity 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.
6. **Antitrust:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Gloucester 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 County of Gloucester under said contract.
7. **Clarification of Terms/Addenda:** 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 and posted on the public posting board in Central Purchasing. Addendums may also be on the Central Purchasing website at <http://www.gloucester.va.info/183/Central-Purchasing>. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer. (§ 2.2-4316, *Code of Virginia*).

8. Payment: A. Payment terms shall be Net 45 days unless otherwise stated by the offeror on this solicitation. Alternative terms may be offered by the offeror for prompt payment of bills. B. Payment terms may be considered in determining the low offer for informal proposal programs. C. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).
9. 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.
10. Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*. It is further understood and agreed between the parties to any agreement resulting from this proposal that the County shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the County.
11. Precedence of Terms: Paragraphs 1-10 of these General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
12. Identification of Proposal Envelope: If a special envelope is not furnished, or if return in a special envelope is not possible, the signed proposal should be returned in a special envelope or package, sealed and identified with the Offeror's Name, Solicitation Number and Due Date and Time.
13. Late Proposals: To be considered for selection, proposals must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used in the receipt of proposals is that time on the automated stamp machine in the Central Purchasing Office. Proposals received in Central Purchasing after date and hour designated are automatically non-responsive and will not be considered. The County/School Board is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or the Inter-Departmental County Mail System. It is the sole responsibility of the offeror to ensure that its proposal reaches Central Purchasing by the designated date and hour. If the County is closed for business at the time scheduled for the receipt of proposals, the proposals will be accepted on the next business day of the County, at the originally scheduled hour.
14. Qualification of Offerors: The Purchasing Agent may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Purchasing Agent all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Purchasing Agent further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Purchasing Agent 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.
15. Additional Information: The County reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Purchasing Agent deems desirable. By

submitting their offers, offerors certify they understand the terms and conditions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of any of the terms and conditions may be a breach of contract and can result in default action being taken by the County.

16. Award Notices: Awards or Decision's to Award shall be posted on the public posting board in Central Purchasing, ref. § 2.2-4360, *Code of Virginia*. It may also be posted at: <http://www.gloucester.va.info/183/Central-Purchasing>.
17. Protest of Award or Decision to Award: Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten days by instituting legal action as provided in § 2.2-4364 of the *Code of Virginia*.
18. Assignment of Contract: The resulting contract shall not be assignable in whole or in part without the County's written consent.
19. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Agent, 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 County may have.
20. Taxes, Fees and Surcharges: Sales to Gloucester County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001312** and the School/ **54-6001313**. Additionally, no additional fees or surcharges may be passed to the County. This includes, but is not limited to any type of fuel surcharge.
21. Cancellation of Contract: The Purchasing Agent reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. 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.
22. Contractual Disputes: In accordance with § 2.2-4363 of the *Code of Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Agent's decision to the County Administrator, whom shall render a final decision within forty-five (45) days.
23. Indemnification: Contractor agrees to indemnify, and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, caused by the Contractor's negligence (act, error, or omission), provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

SPECIAL TERMS AND CONDITIONS

1. Independent Contractor: The Contractor shall not be an employee of Gloucester County, but shall be an independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind Gloucester County or to otherwise act on behalf of Gloucester County, except as Gloucester County may expressly authorize in writing.
2. Supremacy Clause: Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in the County's Proposal shall prevail over contrary terms and/or conditions contained in the offeror's response.
3. Final Decision: The offeror agrees that the decisions of the Board of Supervisors/Gloucester County School Board and/or its designee (the Purchasing Agent) is final and shall hold the County/School Board, their directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a proposal indicates adherence to these conditions.

4. **Questions:** Questions about the proposal are to be submitted in writing, referencing the proposal number, to the Purchasing Agent listed on the front cover page of the solicitation. Request for additional information or interpretations on instructions may also be addressed. Central Purchasing urges interested vendors to communicate concerns during the response period to avoid misunderstandings. Questions received less than five (5) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by Central Purchasing shall become part of the specification and may be made part of the contract documents. Addenda will be distributed to all that are known to Central Purchasing to have received a complete set of solicitation documents. Addenda will also be posted on the Central Purchasing public bulletin board and may also be at <http://www.gloucesterva.info/183/Central-Purchasing>. No addenda will be issued later than three (3) days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of offers. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer and acknowledged them in their proposal response.
5. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

PURPOSE

The County of Gloucester requests written proposals from professional engineering or architecture firms to provide services for design and administration of the Historic Courthouse Circle Pedestrian and ADA Improvements. The goal of the project is to provide connectivity and handicapped accessibility to all the buildings within the Historic Courthouse Circle. This project will improve current walkways in accordance with ADA guidelines and provide links between buildings with new walkways. These improvements will also provide uniformity and consistency with other Main Street improvements by replacing walkways that vary in age, condition, size, color, and pattern. Porches on the Colonial Courthouse and Annex will be altered by historically appropriate means to allow universal access to these spaces. Seating, landscaping, and building signage will also be altered, accordingly. Funding for this project comes from a federal Transportation Alternatives grant and local matching funds. The Virginia Department of Transportation manages the federal funds, and the grant will be administered by the County of Gloucester. This solicitation is subject to VDOT's Mandatory Federal-Aid provisions for acquiring professional services as included in this request for proposals.

BACKGROUND

The Court Circle is the centerpiece of the County, literally and figuratively. The Court Circle is physically located in the center of the County and serves as the anchor of the historic Main Street corridor. Since the founding of the County, this area has been the center of government, business, and travel. That use continues today as the historic Courthouse remains open for government business, the Courthouse Annex houses the County's Visitor Center and the Circle serves as the northern gateway to Main Street. This project sits within the Gloucester County Court House Square Historic District and is listed on the National Register of Historic Places, so all work in the Circle will need to abide by the regulations of the Virginia Department of Historic Resources (DHR) and U.S. Department of Interior. Archaeological investigations will be required in areas of new disturbance. Designs should complement the character within the circle as well as the streetscapes installed along Main Street through prior transportation enhancement grants. This project serves to make this gem of the community accessible to all citizens and visitors.

SCOPE

The selected firm will provide the following services:

- Determine the existing conditions and infrastructure through a certified land survey.
- Provide two or three alternative conceptual designs with attendant preliminary cost estimates.
- Make presentations and explain alternatives, options, and costs to County staff. Presentations to the Board of Supervisors and Board approval may be required.

- Assist County staff in the process of selecting the best alternative design and recommend materials based on aesthetics, durability, maintenance requirements, and impact to historical resources.
- Prepare the design and construction drawings and bid documents.
- Perform contract administration.
- Ensure that all standards and requirements of funding agencies and approving agencies are met at the proper time during both design and construction.
- Prepare all reports required by funding agencies and approving agencies and present them to the County staff for review and submission in a timely manner.

Cultural Resources Requirement

The Offeror shall coordinate the project with the Virginia Department of Historic Resources, (“VDHR”) To reach a determination of the project’s effect on historic properties in a manner consistent with 36 CFR Part 800. This includes investigations necessary to identify historic properties and to determine project effects on historic properties, or any treatment actions necessary to mitigate effects on historic properties. If a Memorandum of Agreement, (“MOA”), with VDHR is necessary to resolved adverse effects, the Offeror and the Sponsor must provide VDOT the opportunity to participate as a signatory to the MOA.

The Offeror shall be responsible for conducting all cultural resources studies for the project, in accordance with the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*, and the Virginia Department of Historic Resources’ most current *Guidelines for Conducting Survey in Virginia*.

Project activities may include but are not limited to:

- Realignment of existing walkways to improve ADA access. Installation of new walkways to provide access and connectivity between buildings.
- Renovation of sections of existing walkways to provide for uniformity of materials and patterns and to correspond to adjacent improvements on Main Street. Per DHR guidance, existing walkway bricks and pavers should be salvaged and reused to the greatest extent possible.
- Modification of the porch of the Colonial Courthouse and the stoop of the Annex to provide accessibility.
- Modifications of to landscaping and planting beds where necessary.
- Installation of pedestrian-friendly seating.
- Lighting improvements to include associated conduits and wiring.
- Conduit placement to accommodate future irrigation.
- Improved building signage.

It is anticipated that the engineer’s or architect’s services will be used for all phases of the project from the study and report phase through construction administration.

SUBMITTAL REQUIREMENTS

Offerors are to submit a comprehensive and concise package that is bound in one volume that includes their detailed qualifications to satisfy the requirements of the RFP.

- Description of the firm and statement of qualifications. Supporting documentation relative to the firm’s experience accomplishing the work described in the scope of services.
- Proposals should be limited to 30 pages (double sided counts as 1 page) excluding attachments.
- Names and qualifications of the Offeror’s staff and any proposed sub-consultants with supporting experience on comparable projects with past clients.

- References from clients that engaged the Offeror to provide services similar to the desires of this solicitation.
- Description of the firm's ability to complete the work described in the Scope in a timely manner.
- Description of how the firm could facilitate local, small, female and/or minority business participation in the services offered to the County.
- Three (3) copies of the firm's proposal and One (1) original to be furnished.

EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and any mandatory terms and conditions required by statute, regulation, or ordinance. Offerors are not required to list any exceptions to the other terms and conditions at the submission stage of the solicitation. The objective of the evaluation will be to recommend the firm(s) who are the most responsive to the expressed needs of the County. Proposals will be evaluated with the following criteria:

- A. Capability and Skills – qualifications and experience of the firm(s) and the demonstrated competence to provide the required services.
- B. Experience, Qualifications and Capacity of the Offeror's staff likely to be assigned to perform the desired services included in this solicitation.
- C. Knowledge and demonstrated proficiency of the Offeror to develop comparable designs that evidence their ability to prepare acceptable conceptual designs and alternatives.
- D. Knowledge of historic designs that are in accordance with ADA guidelines.
- E. Specific approach or methodology to be used to perform the requested services.
- F. Understanding of the County's financial capacity for future capital projects and a demonstrated ability to guide us along an affordable path with a realistic result.
- G. Offeror's current workload and the ability to assign sufficient resources to the project to complete the work described in the Scope of Services in an expedient manner.
- H. Quality and relevance of provided references for comparable projects.

EVALUATION PROCESS

Proposals will be evaluated and interviews may be scheduled with selected firms in accordance with the "procurement of professional services" method of selection outlined in § 22.51 of the Code of Gloucester County. Interviews may be conducted with two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors included in the Request for Proposals (RFP). Negotiations will then be conducted with the offeror ranked highest in meeting the expectations of the County. If a contract that is satisfactory and advantageous to the County can be negotiated at a pricing schedule considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the top ranked Offeror shall be formally terminated and negotiations will be conducted with the next ranked firms and so on until such a contract(s) can be negotiated at a fair and reasonable pricing schedule. Should the County determine that only one offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror.

If an Offerors proposal is shortlisted and selected for interviews by the County, the Offeror shall, upon request, provide a non-binding estimate of their fee schedules for the various services.

AWARD

Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the County. The award shall be based on the evaluation of all information as the County may request. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the County reserves the right to enter into a contract deemed to be in its best interest.

CONTRACT TERM

This contract term for the services promulgated under this contract shall be for one (1) year from the date of the contract award. However, the Contractor and Owner may mutually agree to a period less than one (1) year during the negotiations of the contract.

METHOD OF PAYMENT

The Consultant will be paid on the basis of monthly invoice submitted to the OWNER after delivery and acceptance of accomplished work mutually agreed to by the parties. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. *Code of Virginia §2.2-4347 & 2.2-4352*

DEBRIEFING

The County will keep all information regarding the identification of the persons or firms making offers or the contents of any offers as identified as proprietary or confidential. Excluding the properly identified confidential or proprietary information, such information will only be available after an award or decision to award has been made.

After an award decision has been made, or an intent to award decision has been publically published, the procurement file will be made available for review in the Central Purchasing Department. **This review of the procurement file shall constitute the debriefing process.** Meetings with staff to review the procurement file will not be conducted. Offerors desiring to review the procurement file may contact the Central Purchasing Department to make an appointment to review the documentation.

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public after an award decision is made. Please mark one:

- () **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- () **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

Mandatory Federal-Aid Professional Services

RFP Provisions

1. It is the policy of the Virginia Department of Transportation and Gloucester County that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmb.e.virginia.gov/>) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. The Department believes that these services do not support a DBE participation goal but encourage it.

Virginia State Corporation Commission
Information about business registration can be found at <https://www.scc.virginia.gov/default.aspx>.
Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation <http://www.dpor.virginia.gov/>, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an offer to Gloucester County. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.
2. DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.
3. Prior to the time of submittal of the offer, all business entities, except for sole proprietorships, are required to register with the
4. Gloucester County assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work

days of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.

Certification Regarding Debarment – Primary Covered Transactions (Prime Consultant)

Certification Regarding Debarment - Lower Tier Covered Transactions (Sub-Consultant)

5. Gloucester County will not consider for award any cost proposals submitted by any consultants and will not consent to subcontracting any portions of the contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6. All firms submitting offers (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data to Gloucester County within ten work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations may be terminated by Gloucester County and the next most qualified team invited to submit a proposal.

7. Gloucester County assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within ten work days of notification of selection when requested by VDOT. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.

8. Gloucester County does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

9. All firms shall complete and include the following completed forms:

CERTIFICATION REGARDING DEBARMENT

PRIMARY COVERED TRANSACTIONS

(To be completed by a Prime Consultant)

Project: _____

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

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

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

Signature Title

Date

Name of Firm

CERTIFICATION REGARDING DEBARMENT

LOWER TIER COVERED TRANSACTIONS

(To be completed by a Sub-consultant)

Project: _____

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

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

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

Signature	Title
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Date

Name of Firm