



## REQUEST FOR PROPOSALS

### Consultant Services for Site Documentation for Battle of the Hook, Gloucester Point, Virginia

**RFP No: 19-016-BL**  
**February 6, 2019**  
**County of Gloucester**  
**Central Purchasing Office**  
**6467 Main Street – 1<sup>st</sup> 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:** The purpose of this Request for Proposals (RFP) is to establish a non-exclusive agreement with a qualified Consultant to conduct inventory research and documentation to identify probable locations of the engagements and sites related to the Battle of the Hook (1781) at Gloucester Point, Virginia. The project is grant funded through a partnership between Gloucester County and the United States Department of Interior, National Park Service.

**Proposals Due: March 1, 2019 by Close of Business**

**Contract Officer:**

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

**ONE ORIGINAL AND FOUR (4) COPIES OF YOUR SUBMITTAL ARE 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/she 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.

Offeror Name \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_ Business License No.: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Virginia State Corporation Commission Identification Number: \_\_\_\_\_ (Required for Award)

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 on the Gloucester Central Purchasing website. <http://www.gloucesterva.info/CentralPurchasing/IFBsRFPs/tabid/648/Default.aspx>

Inquiries regarding this solicitation should be directed by email to Bill Lindsey, at [blindsey@gloucesterva.info](mailto:blindsey@gloucesterva.info).

## 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 ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Consultant 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 Consultant agrees as follows:
    1. The Consultant 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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 Consultant 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 Consultant 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, they should contact the buyer for this 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 Gloucester Central Purchasing website. 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 30 days unless otherwise stated by the Offeror on this solicitation. Alternative terms may be offered by the Offeror for prompt payment of bills. B. Discount period shall be computed from the date of proper receipt of the Consultant's correct invoice, or from the date of acceptable receipt of the services, whichever is latest. C. The payment terms stated herein must appear on the Consultant's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. D. 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 Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultant'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 Consultant that the Consultant 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 Consultant, the employees of who 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: The 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 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 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 the 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 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 on the Gloucester County Central Purchasing's website.
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 § 23-64 of the *Code of Gloucester County*.

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 the 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 Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that 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 Consultant. Any contract cancellation notice shall not relieve the Consultant 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 § 22-63 of the *Code of Gloucester County*, 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 Consultant 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: Consultant agrees to indemnify, defend 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, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Consultant or any services of any kind or nature furnished by the Consultant, 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 services in the manner already and permanently described by the Consultant.

### **SPECIAL TERMS AND CONDITIONS**

1. Independent Consultant: The Consultant shall not be an employee of Gloucester County, but shall be an independent Consultant. Nothing in this agreement shall be construed as authority for the Consultant 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 this solicitation shall prevail over contrary terms and/or conditions contained in the Offeror's response.
3. Questions: Questions about the proposal are to be submitted in writing, referencing the proposal number, to the Purchasing Agent for this solicitation. Request for additional information or interpretations on instructions may also be addressed. Central Purchasing urges interested Offerors 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 on the Gloucester County Central Purchasing's website. No addenda will be issued later than five (5) 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.
4. Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded.

#### Minimum Insurance Coverage(s) and Limits Required:

- a. 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 County of Gloucester must be named as an additional insured and so endorsed on the policy.
- b. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Consultants who fail to notify the County 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.

c. Employer's Liability - \$100,000.

5. Criminal Background Check:

- (a) In order to determine whether, in the interest of public welfare and safety, an employee of a Consultant contracting with any County agency and each applicant for County volunteer service may be disqualified from such employment or service by reason of a criminal record, the County Administrator or designee (in this case the Purchasing Agent is the designee), who must be a County employee, may require the Consultant's employee or volunteer to provide personal descriptive information and to submit to a criminal background check. The Consultant contracting with any County agency shall pay the cost of the criminal records check. The volunteer will not be required to pay the cost of the criminal records check.
- (b) The County Administrator or designee, who must be a County employee, shall require that a criminal background check be conducted on an employee of a Consultant contracting with any a County agency and applicants for County volunteer service where the anticipated duties or responsibilities of the employee or volunteer will involve (i) unsupervised access to public records or to personal information as defined in § 2.2-3801 of the *Code of Virginia*; (ii) accountability for public funds in excess of \$2,500.00; (iii) unsupervised access to County supplies; (iv) entry into secured areas outside of working hours without a County employee; (v) right of entry onto private property without a County employee; or (vi) proximity to children, the elderly or disabled on a one-on-one basis with minimal supervision.
- (c) The County Administrator or designee may require a Consultant's employee or volunteer whose duties do not fall within the duties enumerated in section (b) to submit to a criminal background check in the interest of protecting the public safety where there is reasonable cause to believe the Consultant's employee or volunteer is not suitable for such employment or service or for other unique employment or volunteer service.
- (d) The criminal history record information regarding such Consultant's employee or volunteer may be obtained through the Central Criminal Records Exchange or other appropriate qualified private source and may include the following: Employment records/Employee references; criminal background records/information; criminal background check/fingerprint; driver's license check; automobile insurance check; Social Services central registry check; training/experience check; personal references and addresses.
- (e) As a condition of awarding a contract for the requested services that require the Consultant or his employees to have direct contact with students or perform any work on school property, the Consultant is required to provide certification to Gloucester County Public Schools that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child (§ 22.1-296.1, *Code of Virginia*).
- (f) The criminal history record information provided in accordance with this section shall be used solely to assess eligibility for employment as a Consultant's employee or volunteer service, and shall not be disseminated to any person not involved in the assessment process. If a Contractor's employee or volunteer is denied employment or service because of information appearing in his or her criminal record history, the County Administrator or designee shall notify the Consultant or volunteer that information from the Virginia Central Criminal Records Exchange or other appropriate qualified private source contributed to such denial.

6. Ownership of Materials: All data, material and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and is subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, *Code of Virginia*).

7. 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.

This solicitation is issued in coordination with Grant Agreement P18AP00537 between The United States Department of Interior National Park Service and Gloucester County, Virginia.

This project is grant funded at a value of \$39,000.00.

# **Consultant Services for Site Documentation for Battle of the Hook, Gloucester Point, Virginia**

## **SCOPE OF SERVICES:**

The purpose of this Request for Proposals (RFP) is to establish a non-exclusive agreement with a qualified Consultant to conduct inventory research and documentation to identify probable locations of the engagements and sites related to the Battle of the Hook (1781) at Gloucester Point, Virginia. The project is grant funded through a partnership between Gloucester County and the United States Department of Interior, National Park Service, (“NPS”). Funding is provided by the American Battlefield Protection Program which is a division of the NPS.

## **OVERVIEW AND CONDITIONS OF THE PROJECT:**

It is known that the Battle of the Hook took place across the York River from Yorktown, VA blocking access to the British troops of much needed food and supplies. This occurred sixteen days before the surrender of Lord Cornwallis.

This project seeks a survey and inventory using historical documents and cultural landscape resources. The work will include KOCO A, (**K**ey Terrain, **O**bservation and Fields of Fire, **C**over and Concealment, **O**bstacles and **A**venues of Approach), analysis and Archaeological Research Design that provides a strategy for preservation planning and supply information needed to submit a National Register nomination in the future. It is anticipated that the project will be accomplished through a series of public meetings and consultation with the American Battlefield Protection Program, the National Park Service and local government and other stakeholders. Most of the project area to be studied is privately owned and all work must be done from public rights-of-ways or with the expressed written permission of the landowners.

The Consultant shall document their ability to meet and comply with the Secretary of the Interior’s Professional Qualification Standards (36 CFR Part 61)

## **DELIVERABLES:**

At a minimum, the Consultant shall:

- Using historical documents and cultural landscape resources and the KOCO A utility, identify and document the Battle of the Hook battlefield that defines its features and associated core areas, including boundaries, routes of approach, attack and withdrawal.
- Map troop positions and features on United States Geological Survey, (“USGS”), topographical quadrant maps and provide Global Positioning System/Geographic Information System, (“GPS/GIS”) mapping coordinates.
- Organize and facilitate a minimum of three (3) public informational meetings to acquaint the public with the Battle of the Hook and outlining the purpose of the project.
- Consult with Native American stakeholders to access contributions to the Battle of the Hook.
- Assess the overall site integrity and threats, including its potential for a National Historic Register application.

- Provide a preservation plan that include the following components:
  - Overview of historical documents with cultural landscape inventory.
  - Archaeological design proposal.
  - KOCOAs analysis.
  - Native American consultation.
- Provide six (6) acid-free copies and one (1) digital copy of the preservation plan.
- Produce an informational brochure that explains the importance of the identified battlefield resources that may be shared with affected landowners, County planners and elected officials.
- Provide all deliverables no later than **June 20, 2020** under the general timeline below:
  - Context and Historic Summary, including Native American Consultation and Archaeological Research Design: April 2019 – February 2020.
  - Public Meetings: June 2019, November 2019 and March 2020.
  - Informational Brochure Production: January 2020 – May 2020.
  - Final Report and Presentation Plan: March 2020-June 2020.

All concepts, products, writings, designs, drawings, models, design inventions and/or exhibit components conceived or created solely or jointly with others at any time during the provision of services for this contract shall be property of Gloucester County and NPS.

## **SUBMITTALS**

Offerors must submit copies of qualifications and experience no later than the closing time and date indicated on the cover page. At a minimum, proposals submitted shall contain the following information:

1. A Work Plan describing how the Offeror proposes to develop its approach to the project and meet the desired schedule and budget limits. Specifically detail how public meetings will be pursued that includes interviews with key stakeholders and community leaders. Detail experience in working in a collaborative environment that may include multiple partners inclusive of municipalities and the general public. Describe how the analysis program analysis will be conducted and how it will meet the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61). See: [https://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](https://www.nps.gov/history/local-law/arch_stnds_9.htm)
2. A brief description of the qualifications to meet the expressed needs of the RFP. This statement must also include any associated firms that would be involved in the work. Qualifications, experience and biographies of the personnel who will be directly involved in the delivery of services should be provided and include their knowledge of the American Revolutionary War and related historical and military programs.
3. A comprehensive proposal that details the Offeror's ability to provide the services listed under the Scope of Services. Indicate the offeror's historical research methodology and past familiarity with archeology related to Section 106 and 110 of the National Historic Preservation Act (1966).
4. The offeror's experience using GIS and GPS technology and familiarity with KOCOAs methodology and identifying battlefield boundaries.
4. Cost proposal. The Offeror shall submit a Cost Proposal that identifies a complete pricing model that will accomplish the deliverable outlined herein. Offerors should provide a price breakdown for each service separately, as appropriate, totals for services provided together if pricing differs, travel and per diem or

subsistence costs, and breakdown of other expenses, such as clerical support, other overhead costs, supplies, etc.

5. Reference list of at least three (3) entities that have contracted with the offeror during the past five (5) years for similar services that may be approached to discuss the offeror's relevant work history.

### **GENERAL REQUIREMENTS**

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted. 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 the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. 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. 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.
  - d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the County of Gloucester and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 22-18 (F) of the *Code of Gloucester County, 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 should be submitted in a separate sealed envelope and marked proprietary. 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.

**Debriefing:** The entire RFP file, including evaluations and justifications of award, will become public information and be available for review only after an award is made. A review of the file will constitute the debriefing and interviews or meetings will not be conducted.



## EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance.

- Demonstrated qualifications and capacity of the Offeror. This will include: Years in business, service capabilities and experience of the firm in providing like services. Verification of positive references with other clients will be considered in the evaluation process.
- Demonstrated understanding of the project and the Offerors approach and coordination methods expressed in a comprehensive and detailed work plan. Proven knowledge, skills, experience and the ability to develop and fabricate a responsive and soundly interpretive project.
- Demonstrated capabilities of the Offeror. This will include proactive business practices and philosophies to ensure the County is adequately provided the services expressed in this solicitation. Experienced staffing, state-of-the-art equipment, technical expertise and ability to accomplish the general requirements established in this solicitation will be evaluated.
- Past Performance and Related Experience. Offerors must demonstrate their ability to perform the requested scope of services and provide pertinent examples of past performance relative to the scope of services specified. Submittal shall indicate quality of previous work, timeliness, diligence and ability to meet schedules and needs of clients. A 5-year history is desired.
- Proposed cost associated with the offered services.

## EVALUATION PROCESS

Proposals will be evaluated and interviews may be scheduled with selected firms in accordance with the "other than professional services" method of selection outlined in § 22-52 of the *Code of Gloucester County, Virginia*. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals (RFP). Interviews may then be conducted with selected offerors. After interviews and negotiations have been completed, the County will select the offeror, which, in its opinion, has made the best proposal, and will award the contract to that offeror. 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.

## AWARD

Award shall be made to the responsible offer 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 per § 22-50 of the *Code of Gloucester, Virginia*. 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 make multiple awards as a result of this solicitation. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP. Further, the County reserves the right to enter into a contract deemed to be in its best interest.

## CANCELLATION OF CONTRACT

The County of Gloucester may cancel any resulting contract with the contractor at any time by giving thirty (30) days written notice. The contract may be canceled without notice for vendor non-performance. Cancellation shall not release the vendor from legal remedies available to the County.

The Consultant may cancel the contract upon sixty (60) days written notice to the County. The Consultant shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

## TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an offeror 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.**

## REFERENCES FOR OFFERORS

Please provide 3 references with contact person and phone number for providing similar services occurring within the last 5 years (if applicable, please include 1 municipal government reference):

1. \_\_\_\_\_ tel. # \_\_\_\_\_
2. \_\_\_\_\_ tel. # \_\_\_\_\_
3. \_\_\_\_\_ tel. # \_\_\_\_\_

Please provide 3 projects that demonstrate your experience that aligns with the scope of this quote within the past 5 years:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_