



**REQUEST FOR PROPOSAL NO. HR17-101**

**TOWN OF HILLSBORO, VIRGINIA  
HILLSBORO TOWN HALL  
37098 CHARLES TOWN PIKE  
HILLSBORO, VA 20132  
(540) 486-8001**

**SEALED PROPOSALS ARE DUE FRIDAY, MAY 19, 2017, BY 4 P.M.  
SUBMIT VIA EMAIL OR POST AT HILLSBORO TOWN HALL,  
37098 CHARLES TOWN PIKE, HILLSBORO, VA 20132  
ATTENTION: PROJECT COORDINATOR  
HAND DELIVERY OF PROPOSALS ACCEPTED  
FRIDAY, MAY 19 ONLY, FROM 10 A.M. TO 4 P.M**

**ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT  
SERVICES FOR HILLSBORO'S PEDESTRIAN SAFETY AND  
TRAFFIC-CALMING PROJECT, UPC #70587**

**IMPORTANT NOTES:**

- All proposals must indicate RFP title, number and proposal date on the external shipping material, submitted to the attention of:  
Ms. Alison Badger  
Project Coordinator  
Town of Hillsboro  
37098 Charles Town Pike  
Hillsboro, VA 20132  
540.486.8001  
[capitalbid@hillsborovirginia.org](mailto:capitalbid@hillsborovirginia.org).
- **Mandatory Pre-Proposal Conference:** The Town of Hillsboro will hold a mandatory pre-proposal conference on Tuesday, May 2, starting at 10 a.m. and ending at noon (bidders welcome to view existing project schematics, profiles and displays beginning from 8:30 a.m. to 10 a.m. with the conference opening at 10 a.m.) at the Hillsboro Town Hall, 37098 Charles Town Pike, Hillsboro, Virginia. RSVP attendees (names) to [capitalbid@hillsborovirginia.org](mailto:capitalbid@hillsborovirginia.org).
- All queries regarding this Request For Proposal will be received in writing by email at [capitalbid@hillsborovirginia.org](mailto:capitalbid@hillsborovirginia.org) until, *but no later than*, 5 p.m. on Friday, April 28, 2017.
- Interested Offerors should download the RFP from the Town's website: [www.hillsborovirginia.org](http://www.hillsborovirginia.org) or contact the Town at 540.486.8001 for more information.

- All addenda issued for this project will be posted on [www.hillsborovirginia.org](http://www.hillsborovirginia.org) and eVA (<https://eva.virginia.gov>). Attention: Alison Badger, Project Coordinator, Town of Hillsboro.
- **ALL PROPOSALS ARE DUE BY 4 P.M., MAY 19, 2017**

# **TABLE OF CONTENTS**

<b>SECTION 1.</b> Purpose of the Request	Page 4
<b>SECTION 2.</b> Contract Period	Page 7
<b>SECTION 3.</b> Scope of Services and Deliverables	Page 7
<b>SECTION 4.</b> Proposal Format	Page 9
<b>SECTION 5.</b> Proposal Evaluation and Selection Process	Page 11
<b>SECTION 6.</b> Submittal Instructions	Page 13
<b>SECTION 7.</b> Terms and Conditions RPF Submission Form	Page 15
<b>ATTACHMENTS</b>	

# **ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR HILLSBORO'S PEDESTRIAN SAFETY AND TRAFFIC-CALMING PROJECT, UPC #70587**

## **RFP NO. HR17-101**

### **Section 1. PURPOSE OF THE REQUEST**

The Town of Hillsboro (“the Town”), located in Northwest Loudoun County, is seeking proposals from qualified engineering firms (“Offerors”) to provide engineering, design and construction management services for Hillsboro’s Pedestrian Safety and Traffic-Calming Project (“the Project”). It is the Town’s goal to create a pedestrian- and business-friendly streetscape that retains the integrity and authenticity of this well-preserved, historically significant rural village. The Town seeks to engage qualified transportation engineering firms to finalize current design of the project on Route 9 (Charles Town Pike) to be “bid-ready.” Design includes but is not limited to traffic-calming features, raised crosswalks, sidewalks, on-street parking, a bike/shared-use path, burial of all overhead utilities, duct banks for future communication/data utilities; design and installation of a new drinking water main and sanitary sewer main and laterals. The current plan is approximately 60-70% complete, with Public Hearings, NEPA and Department of Historic Resource reviews satisfied. The Offeror shall provide final design-level drawings for the proposed eastern (Route 9/690) and western (Route 9/719) roundabouts, design and manage installation of multi-modal path and sidewalk from the intersection of Mountain Rd. and Route 9 to the Hillsboro Town Hall; conduct two project information meetings; and design and manage installation of both dry and wet utilities as part of the Downtown segment of the project. The Offeror will be expected to prepare bid documents for construction of the Project and to assist the Town in evaluating and awarding the bid(s). If the qualifying firm is capable of providing Right-of-Way services, their proposal should include appraisal, offering, negotiation and acquisition services, however this is not a mandatory requirement as the Town may procure Right of Way services separately.

#### **A. Project Description**

Under this project scope, the engineering consulting firm will be responsible for completing the design and overseeing construction management of the Project. Activities and tasks to be addressed include, but are not limited to, the following:

- Finalizing current design of the Project to be “bid-ready.” Design includes features that will calm traffic at approaches to and within the Town. Traffic-calming features include but are not limited to rumble strips, raised crosswalks, sidewalks, on-street parking, landscaping, lighting, a bike/shared-use path, burial of all overhead utilities, duct banks for future communication/data utilities and installation of a new drinking water main, sanitary sewer main and laterals, historic walking tour kiosk and other context-sensitive architectural features;
- Proposing Maintenance of Traffic scenarios and plans to accommodate active/live traffic during construction phase and coordinate with the Town;

- Convening a preliminary utility field inspection; coordinating utility accommodation/ relocation and installation, and designing and managing installation of wet and dry utilities with laterals and associated appurtenances to serve residential and commercial properties;
- Designing multi-modal path and sidewalk from the intersection of Rt. 9/Mountain Rd. to intersection of Rt. 9/Hillsboro Rd., including accommodations for utilities;
- Preparing final design plans of two single-lane roundabouts, located at the east (Rt. 9/690) and west (Rt. 9/719) intersections, including grading, horizontal and vertical alignment, drainage for interim and ultimate design of roundabouts; roundabout design drawings to be prepared to 100% level but NOT include bid documents and/or specifications with this proposal. Bid documents and specifications may be added to contract at the Town's discretion during the course of contract execution;
- If not already part of this proposal, coordinating with and providing information as requested by the Town's Right of Way consultant;
- Preparing bid documents for construction of the Project, to include final construction documents, bid specifications and engineering estimates, using the American Architectural Institute standard forms or equivalent, modified as required to conform to Virginia law;
- Performing construction management duties, including scheduling management, financial tracking, review and processing authorization of payment requests, obtaining and/or coordinating all required plan approvals and permits, conducting inspections, and ensuring compliance with all regulations and permit conditions;
- Assisting the Town in public outreach, to include displays, exhibits, maps, presentations and traffic management updates, in hard copy and digital forms;
- Maintaining and updating online web-page project status updates and upcoming notifications

## **B. General Information**

This section of the Request for Proposal ("RFP") sets forth the general information to all potential Offerors to facilitate preparation of suitable proposals for the services identified in the RFP. The Proposal Submission Requirements are addressed in Sections 4 and 6 of this RFP. The Town's process and criteria for evaluating proposals, selecting a consultant and developing a contract are summarized in Section 5. The requirements and process set forth therein shall be binding on all Offerors.

**1. Procurement Regulations:** This RFP plus the resulting proposal content and contract shall be consistent with and governed by the "Procurement Policies", which shall consist of the Federal Acquisition Regulations (FAR), to the extent applicable, Town of Hillsboro Purchasing Policies (3-27-2017) (the "HPP"), and the Virginia Public Procurement Act (VPPA), to the extent that it governs over the HPP. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Procurement Policies, the inconsistency shall be resolved by giving precedence to the Procurement Policies. Inconsistencies among any of the documents comprising the Procurement Policies shall be resolved by giving priority to the FAR as applicable, then to the applicable provisions of the VPPA and finally to the Town's HPP.

The procurement resulting from this RFP is intended to adhere to Federal, State and Local guidelines, as funds for this project may originate from all governmental levels. A minimum of three consultants will be selected for further evaluation and technical presentations.

Although there is no required Disadvantaged Business Enterprise (DBE) goal for this project, consultants are encouraged to take all necessary and reasonable steps to ensure DBEs have the maximum opportunity to compete for and perform services on the project.

**2. Compliance with Civil Rights Law and Regulations:** All Offerors must adhere to and certify compliance with the requirements and policies set forth in the Commonwealth of Virginia's Office of the Governor, Executive Order Number Sixty-One (2017): *Executive Action to Ensure Equal Opportunity and Access for All Virginians in State Contracting and Public Services*.

Prior to the time of submittal of the RFP all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about business registration can be found at [www.scc.virginia.gov/default.aspx](http://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 ([www.dpor.virginia.gov](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 that offer or render any professional services relating to the professions regulated by the Board shall be registered as a 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 a proposal to the Town. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

The Town intends to assure 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 workdays of notification of selection when requested by the Town. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.

The Town 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.

The Town does not discriminate against any offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited by federal or state law

relating to discrimination in employment.

**3. Audit Criteria:** Offerors shall have established, audited indirect cost rates. The selected consultant, joint venture and subconsultants must provide certification to the Town that they have documented internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48 CFR 31, “Federal Acquisition Regulations, Contract Cost Principles and Procedures,” and 23 CFR 172, “Administration of Negotiated Contracts.” The prime consultant, joint venture and major subconsultants must submit their FAR audit data upon request by the Town.

## **Section 2. CONTRACT PERIOD**

The Town expects to award a contract for multi-phased professional services as permitted by Va. Code section 2.2-4302.2, having determined that successful completion of the construction project will depend upon procurement of design, bid and construction management services that require satisfactory completion of each preceding phase.

The expectation is that the services required under this proposal will be assigned to three interrelated but independent phases, with satisfactory completion of each preceding phase a precondition to authorization to commence the next succeeding phase, at the sole discretion of the Town:

- (i) Design completion, to include final approvals of all designs;
- (ii) Bid preparation, to include all bid specifications, advertisement of bids, evaluation of bidders, and recommendation of the construction contractor;
- (iii) Construction management services throughout the construction of the Project and any warranty period applicable to the improvements.

Because this is a multiphase project, the contract for services will establish separate estimated prices for each phase, with a not to exceed figure for each, as well as a total for all phases with a not to exceed figure. Any proposal for right-of-way acquisition services will be evaluated as an add-on to Phase (ii) services and should be separately priced according to the foregoing.

Offerors should anticipate that services may span a five-year period: The Project schedule established by the Town of Hillsboro calls for construction to be completed no later than **June 17, 2020**; the successful Offeror may have contractual duties that extend throughout the construction contractor’s warranty period. The successful Offeror will be required to perform its work in a timely manner in order to meet this schedule.

## **Section 3. SCOPE OF SERVICES AND DELIVERABLES**

### **A. Overview of Services**

The consulting engineering firm shall provide the completion of comprehensive engineering design and construction management services including, but not limited to,

surveys, geotechnical investigations and analysis, environmental evaluations and permitting, inspections, value engineering, drinking water and wastewater infrastructure design and installation, utility coordination, traffic management plan, coordination with Right-of-Way (ROW) consultant (unless ROW services are otherwise included with the proposal), coordination with Town Drinking Water Project and contractor, preparation of construction bid documents, assistance in public participation, and engineering assistance during bidding, construction, and final inspections and close out. (See 1-A and 3-B for more details.)

The Town does not convey to the consulting engineering firm, guarantee, nor make any promise that work on the Project shall be authorized to the consulting engineering firm. The requirements identified herein are for informational purposes only and the Town reserves the right to add and/or delete services based on specific tasks

All consulting engineering firm personnel shall be knowledgeable of applicable documents and standards, including but not limited to appropriate Virginia Department of Transportation manuals and documents; American Association of State Highway and Transportation Officials manuals; American Water Works Association; Virginia Department of Health; Virginia Department of Environmental Quality; Virginia Department of Historic Resources; Loudoun County; Town of Hillsboro, and other applicable requirements.

## **B. Project Services**

Project services required under this contract, include, but are not limited to:

- Surveys, mapping and plat preparation;
- Final design and bid documents for Downtown roadway segment and multi-modal path and sidewalks;
- Final design and bid level specifications and documents for eastern roundabout;
- Final design for western roundabout, exclusive of bid level specifications and documents;
- Selected environmental and historic property investigations and regulations, confirmations of approvals, and studies as required to meet federal and state permitting requirements;
- Traffic control management and device design, including modification of existing signals as required;
- Geotechnical investigations and analysis;
- Drainage and storm water management design;
- Erosion and sediment control design;
- Landscape design and hardscape material selection;
- Utility coordination, designation, locating and test pits;
- Coordination with utility companies regarding relocations;
- Town utility (water and sanitary sewer) design and installation and tie in with new water lines;
- Participation in Value Engineering studies, if required;
- Public involvement assistance (note the Town will assume much of this activity).  
The consulting engineering firm will be requested to develop visual aids such as



displays, exhibits, traffic updates for Town website, and will be requested to make periodic presentations to the Town Council and to attend annual public information meetings;

- The Town will work directly with citizens on specific design considerations related to their properties, thus minimizing design revisions;
- Preparation of bid documents and assistance to the Town as needed in advertising for construction bids and analysis of bids;
- Throughout the life of the project, strive to ensure that: the project is carried out in accordance with the plans and specifications and in accordance with the approved budget and schedule; all requirements of the project have been assigned; likelihood of jurisdiction disputes have been minimized; and all tasks and activities are synchronized and coordinated to minimize interruption of the work and avoid delays in the schedule;
- Assistance to the Town on administrative management of the Project, including managing and tracking construction schedule; managing and tracking financial transactions; providing routine progress reports, completing all final reporting and close out documentation;
- Advise the Town of Hillsboro in a timely manner of changes that will affect construction and schedule and make appropriate recommendations;
- Participate in regular (at a minimum monthly) progress meetings with the Mayor, Town Project Manager and Coordinator;
- Provide accurate and timely financial reports

#### **Section 4. PROPOSAL FORMAT**

Proposals are to be submitted in a format that allows uniform review and easy access to information by the Evaluation Committee. All proposal pages shall be printed in vertical format to the extent possible. No other information (supplemental qualifications, etc.) in addition to what has been requested should be provided in the proposal. An electronic version of the proposal, in Adobe Acrobat (.pdf) format, on a CD or flash drive, must be included with the proposal submission.

The items to be addressed in the proposal are listed below. All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

Proposals should contain no more than forty (40) individual sheets. Double-sided printed pages are encouraged. Note that a sheet printed on both sides is counted as a single sheet.

Proposals shall respond fully to the RFP, and the information provided shall be organized and provided in the following order, and tabbed as follows:

##### **Subsection 1. *Understanding and Technical Approach***

- Understanding of the project scope
- Technical approach to providing the required services
- Key design issues and approach to resolving the issues
- Project schedule for design

- Approach to control total project costs

### **Subsection 2. *Qualifications and Experience***

- Description of firm, with emphasis on performing projects of similar scope, size and complexity;
- For major subconsultants, define role on the Project team, and experience on similar projects;
- Provide information on past performance and descriptions of no more than four (4) projects (two must be from the prime) similar in scope and size to the Project, completed within the past five (5) years. The project descriptions should include the following information but be limited to no more than two (2) double-sided pages (does not count in page count):
  - Project Name, client reference (name, title, address and telephone)
  - Design completion date vs. the scheduled design completion date
  - Estimated construction cost
  - Project description (relevancy to the Hillsboro Project)
  - Firm's role on the project
  - Key personnel
- Describe corporate fiscal management policies and management approach to ensure adherence to schedules (no more than four (4) double-sided pages)

### **Subsection 3. *Qualifications and Experience of Key Personnel and Staff***

- Provide an organization chart including, at a minimum, the following persons to be assigned to the Project:
  - Company Officer in Charge
  - Offeror Project Manager
  - Key task leaders
  - Quality Management
  - Team personnel
  - Other key staff
- For each person shown on the chart, clearly indicate their role and office location. If the personnel is from a subconsultant, that should be noted;
- Provide staff resumes (no more than two (2) double-sided pages each, not included in page count) describing the qualifications and specific experience for each project team member listed on the organizational chart

### **Subsection 4. *Customer Service and Quality of Work***

- Describe up to three (3) potential problems that might occur on a project of this size and scope, and how you would address each;
- Upon review of this Project scope, describe two (2) or three (3) creative design, technical or managerial approaches that will either expedite, reduce the costs of, or improve delivery of the Project
- Quality and completeness of the proposal will be evaluated as an example of the consulting engineering firm's work

## **Subsection 5. Forms (not part of page count)**

Attachment 1: RFP Submission Form

Attachment 2: *Executive Order Sixty-One* (Address certification in Cover Letter)

Attachment 3: Conflict of Interest Statement

Attachment 4: Firm Data Sheet

Attachment 5: Certification Regarding Debarment (Primary Covered Transactions)

Attachment 6: Certification Regarding Debarment (Lower-Tiered Covered Transactions)

Attachment 7: Insurance Checklist

## **Section 5. PROPOSAL EVALUATION AND SELECTION PROCESS**

### **A. Overview**

*Mandatory Pre-Proposal Conference:* The Town will host a pre-proposal conference that is mandatory for all potential offerors. The conference will be held at Hillsboro Town Hall, 37098 Charles Town Pike, Hillsboro, Virginia, on Tuesday, May 2, from 10 a.m. until 12 noon, with documents available for review beginning at 8:30 a.m. **RSVP is required.**

*Project Selection Committee:* The Town intends to award this contract on the basis of competitive negotiation as outlined in the Virginia Public Procurement Act–Section 2.2-4302.2. A Project Selection Committee, chaired by the Mayor, and consisting of at least two other persons designated by the Mayor will review and rank the proposals. The Mayor will chair this committee. The Project Selection Committee will seek the advice and recommendations of such persons with such skills and experience as the Committee, in its sole discretion, deems helpful to the Town, to include significant construction management experience, especially with regard to VDOT projects. Participation by such persons as well as by Town Council members, staff and other persons interested in the Town and the Project is expected, whether or not such persons have been appointed to the Committee. The evaluation of the consulting engineering firms' Proposals will be based on the criteria set forth in this RFP.

Except as otherwise authorized in subsection 5B below, the Project Selection Committee will identify three (3) or more potential Offerors for further evaluation after giving consideration to the observations and recommendations of the participants, including recommendations regarding ranking of Offerors. Based on the Proposal Evaluation Criteria listed below in Section 5B, the Committee will determine the highest-ranked Offeror. Offerors may be required to make an oral presentation of their proposal. The Committee will schedule the time and location for these presentations, as necessary. Negotiations will be conducted with the Offeror selected by the Project Selection Committee. Scope of services, estimated person-hours and prices will be discussed at this

stage. If negotiations are unsuccessful, they will be formally concluded and the Selection Committee will reconvene to select a second Offeror to invite to negotiations; and so forth until a successful Offeror is selected and agreement is reached with that Offeror, or the decision is made to terminate negotiations without a contract award.

The contract for these services will be based on hourly rates for services provided with an upper, not-to-exceed limit for each task.

**B. Evaluation Criteria**

Evaluation is based on the extent to which the proposal meets the requirements of this RFP and the extent to which the Offeror is likely to be able to achieve the desired results. The written proposals must be complete and include all necessary information to be considered for full evaluation. Proposals determined to be complete and including all the necessary information will be evaluated based on the following criteria.

#	WRITTEN PROPOSAL EVALUATION CRITERIA	WEIGHTS	
		YES	NO
	<b>DOES THE FIRM MEET THE MANDATORY REQUIREMENTS?</b>		
1	<i>UNDERSTANDING AND TECHNICAL APPROACH</i>		30
2	<i>QUALIFICATIONS AND EXPERIENCE</i>		25
3	<i>CUSTOMER SERVICE AND QUALITY OF WORK</i>		25
4	<i>QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL AND STAFF</i>		20

The Town of Hillsboro intends to offer an oral presentation opportunity to at least three short-listed firms, however the town reserves the right to go straight to award as authorized by the Procurement Policies. During the oral presentation for short-listed firms, the Town of Hillsboro will require the proposed consulting engineer’s Project Manager to attend, and consider additional factors in its evaluation, such as:

- Responsiveness to the Town of Hillsboro needs and specific questions related to the Project and proposal;
- The degree of firm’s understanding of requirements, goals, objectives and outcomes;
- Clarity and organization of oral presentation given;
- Cohesiveness of the team and communication structure among the team;
- Any other factor deemed appropriate

### **C. Town of Hillsboro's Evaluation Process**

- a. At any stage during the evaluation, the Town of Hillsboro reserves the right to waive informalities or irregularities in the procedures listed herein, if doing so is in the best interest of the Town.
- b. Each Project Selection Committee member will independently review and score each proposal and other participants in the selection process will be encouraged to do so.
- c. The proposal review meeting, chaired by the Mayor of the Town of Hillsboro, will convene following completion of individual reviews. During this meeting each proposal will be discussed individually for its merits. Some individual scores may change as the result of group discussions.
- d. While reviewing the proposals, the Committee members and other participants will focus on the content of the proposal submitted, references and past performance as they relate to the requirements set forth in this RFP.
- e. After ranking of the proposals and preparation of a short list of three (3) or more most qualified firms, the Town of Hillsboro may then engage in oral discussions with one or more firms. Among other things, these oral discussions may include answers to the questions from the Committee members and other participants in response to the proposals submitted and/or other information deemed necessary by the Project Selection Committee. However, the Town reserves the right to go straight to award and negotiate with the top-ranked offeror if it is in the best interest of the town to do so.
- f. At the conclusion of the oral discussion, the Town's Project Selection Committee will select, in order of preference, Offerors to begin negotiations. Negotiations shall then be conducted by the Town of Hillsboro in accordance with applicable laws and regulations.

### **Section 6. SUBMITTAL INSTRUCTIONS**

One (1) original, three (3) copies and one (1) electronic copy on CD or flash drive in Adobe Acrobat (.pdf) format of the proposal must be received by Ms. Alison Badger, Project Coordinator, at the address specified below, no later than the advertised proposal due date.

Proposal submissions shall be addressed by mail or hand delivered to:

ATTN: Alison Badger  
Project Coordinator  
Town of Hillsboro  
37098 Charles Town Pike  
Hillsboro, VA 20132

Proposals must be delivered in a sealed envelope bearing the name of the Offeror, the Offeror's address, and the title and due date of the Proposal. The Proposal shall be signed in the name of the Offeror and bear the signature of the person duly authorized to bind

the Offeror in a contract. The name, address, and phone number of the Offeror point of contact shall be identified.

- a. **LATE PROPOSALS**—It is the responsibility of the Offeror to ensure that the Proposal arrives on time and at the proper location. Late proposals will not be considered. **NOTE: The Town anticipates receiving RFP via email or post. Should an Offeror prefer to deliver by hand, the Town will be accepting hand delivery ONLY ON FRIDAY, MAY 19, FROM 10 A.M. to 4 P.M.** The Offeror bears the burden of delivering proposals on time.
  
- b. **RFP SUBMISSION FORM (ATTACHMENT 1) AND SCC AND DPOR REGISTRATION**—Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflicts of interest, and collusion. The certification on this form must bear an original signature. Failure of the Offeror to include this RFP Submission Form with the Proposal may be cause for rejection of the Proposal. It is incumbent upon each firm conducting business in Virginia to be in compliance with state law and regulations. To ensure firms are in compliance, Offerors shall furnish with its proposal submission supporting evidence with their SCC and DPOR registration. Copies of on-line confirmation are acceptable documentation. The Department of Professional and Occupational Regulation’s mission is to protect the health, safety and welfare of the public by licensing qualified individuals and businesses and enforcing standards of professional conduct for professions and occupations as designated by statute. The SCC acts as one of Virginia’s primary regulatory agencies, with oversight of varied business and economic interests throughout the Commonwealth. The SCC’s authority encompasses utilities, insurance, state-chartered financial institutions, securities, retail franchising and railroads. The Commission also serves as the Commonwealth’s central filing office for corporations, limited partnerships, limited liability companies, business trusts, and Uniform Commercial Code filings.

Each business entity (prime and subconsultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic analysis, geotechnical analysis and landscape architecture, should provide evidence, including copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for the Project, as well as providing copies of appropriate individual registrations/licenses for those professional occupations, per the requirements listed below.

Failure to comply with the law with regard to applicable requirements in Virginia (whether federal or state) regarding organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or

professional in nature, may render Offeror's submittal(s), in the sole and reasonable discretion of the Town, as non-responsive and returned without any consideration or evaluation.

- c. All Offerors must certify compliance with Attachment 2 and complete all information requested in attachments 3-7. Attachments 1 through 7 are as follows:

Attachment 1: RFP Submission Form

Attachment 2: *Executive Order Sixty-One* (Address certification in Cover Letter)

Attachment 3: Conflict of Interest Statement

Attachment 4: Firm Data Sheet

Attachment 5: Certification Regarding Debarment (Primary Covered Transactions)

Attachment 6: Certification Regarding Debarment (Lower-Tiered Covered Transactions)

Attachment 7: Insurance Checklist

## **Section 7. TERMS AND CONDITIONS**

- a. **REJECTION OF PROPOSALS**—The Town reserves the right to reject any or all proposals, to waive any informality in any proposals or reject any item or combination of items.
- b. **CONTRACT EXECUTION**—In the event that the Offeror to whom the proposal is awarded does not execute a contract within thirty (30) days after the award of the Proposal, the Town may give notice to such Offeror of intent to award the proposal to the next most qualified Offeror, or to call for new proposals, and may proceed accordingly. The contents of the Proposal submitted by the successful consulting engineering firm and this RFP shall become part of any contract awarded as a result of these specifications. The successful consulting engineering firm shall be expected to sign a contract with the Town.
- c. **INQUIRIES**—All inquiries concerning this RFP must be directed, in writing only, to Alison Badger, Project Coordinator, via e-mail only at: [capitalbid@hillsborovirginia.org](mailto:capitalbid@hillsborovirginia.org). Questions will be entertained until close of business April 28. A copy of all written questions received, and subsequent responses provided, will be posted on the Town's web site and eVA only.
- d. **UNDERSTANDING OF RFP**—Offerors shall thoroughly examine and be familiar with the RFP. The failure or omission of any Offeror to receive or examine this document shall in no way relieve any Offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this paragraph.
- e. **ASSIGNMENT OF CONTRACT**—The consulting engineering firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the consent and approval, in writing, by the Mayor of Hillsboro.

- f. **EXCEPTIONS TO RFP**—Offerors taking exception to any part or section of this RFP shall clearly indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the Offeror’s intent to fully comply with the RFP as written. Conditional or qualified proposals are subject to rejection in whole or in part.
- g. **LAWS AND REGULATIONS**—It shall be understood and agreed that any contract awarded based upon the Proposal shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in the Circuit Court of Loudoun County, a court within the Commonwealth of Virginia
- h. **COLLUSION AMONG OFFERORS**—More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an Offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the Offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Offerors. Participants in such collusion may not be considered in future proposals for the same work. Each Offeror, by submitting a proposal and the attached RFP Submission Form, certifies that it is not a party to any collusive action.
- i. **TOWN EMPLOYEES**—No employee of the Town shall be permitted to any share or part of this contract or to any benefit that may arise therefrom.
- j. **QUALIFICATION OF OFFERORS**—Each Offeror may be required before the award of any contract to show to the complete satisfaction of the Evaluation Committee that it has the necessary facilities, abilities, and financial resources to furnish the services or materials specified herein in a satisfactory manner, and the Offeror may also be required to show past history and references that will enable the Committee to be satisfied as to the Offeror’s qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
- k. **LIABILITY**—The successful Offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful Offeror that make performance impossible or illegal, unless otherwise specified in the agreement.
- l. **RELATION TO THE TOWN**—It is the intent of the parties hereto that the successful Offeror shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town and that neither the Town nor its agents or officers shall be at any time legally responsible for any tortious acts or omissions on the part of said successful Offeror, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
- m. **EXPENSES INCURRED IN PREPARING PROPOSAL**—The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the Offeror.
- n. **OFFEROR RESPONSIBILITY**—Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to verify any representations made by the Town that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements



resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

- o. **PROTEST OF AWARD OR DECISION TO AWARD**—An Offeror may protest an award or decision to award a contract under procedures as set forth in the Va. Code section 2.2-4360, except as may be otherwise provided in the contract with the Offeror.
- p. **ETHICS IN PUBLIC CONTRACTING**—This specification incorporates by reference, but is not limited to, the provisions of law contained in the State and Local Government Conflict of Interests Act, Chapter 31 of Title 2.2 of the Code of Virginia, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of Title 18.2, the Virginia Public Procurement Act, Chapter 43 of Title 2.2 of the Code of Virginia, or to their superseding provisions of the Virginia Code.
- q. **INSURANCE REQUIREMENTS**—The consulting engineering firm shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor. The consulting engineering firm shall also carry automobile insurance in an amount not less than \$2,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy. The consulting engineering firm shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia. The consulting engineering firm shall also carry Professional Liability (E&O) Insurance for any errors or omissions in the services it provides to the Town, in an amount of not less than \$2,000,000. In addition, the consulting engineering firm shall also carry other insurance coverage deemed by the Town to be appropriate to its agreement. The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better. A Certificate of Insurance identifying coverage and naming the Town of Hillsboro as additional insured shall be furnished to the Town. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the town.
- r. **OTHER LICENSES AND PERMITS**— The consulting engineering firm shall pay all Town, County, State, and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable work thereto, under whatever name levied.
- s. **OWNERSHIP OF DOCUMENTS**— The consulting engineering firm agrees that all information, finished or unfinished documents, data, studies, surveys, drawings, maps, specifications, models, photographs, records, reports and other material gathered and/or prepared by or for it under the terms of the Contract shall, at the Town's option, be delivered to, become, and remain the property of the Town. The Town shall also have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Engineer.

- t. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**—Every contract in excess of \$10,000 shall include the following provisions: a. During the performance of a contract, the consulting engineering firm shall agree that s/he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the consulting engineering firm; that s/he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the consulting engineering firm, that s/he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement. b. The consulting engineering firm will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- u. **FAITH BASED ORGANIZATIONS**—The Town of Hillsboro does not discriminate against faith-based organizations.
- v. **UNAUTHORIZED ALIENS**—In accordance with Section 2.2 – 4311.1 of the Code of Virginia, the consulting engineering firm agrees that it does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- w. **DRUG-FREE WORKPLACE**—Pursuant to section 2.2-4312 of the VPPA. Drug-free workplace to be maintained by contractor; required contract provisions. All public bodies shall include in every contract over \$10,000 the following provisions: During the performance of this contract, the consulting engineering firm 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 consulting engineering firm that the Engineer 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 consulting engineering firm in accordance with this chapter, 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.
- x. **PAYMENT CLAUSES**—Pursuant to Section 2.2-4354 of the VPPA
1. Within seven days after receipt of amounts paid to the Engineer by the Town for work performed by the subcontractor under the resulting contract the Engineer will:
    - a. Pay the subcontractor for the proportionate share of the total payment

received from the agency attributable to the work performed by the subcontractor under that contract; or

- b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations must provide their federal employer identification to the prime contractor and/or the Town, whichever is most applicable.
3. The consulting engineering firm will pay interest to the subcontractor on all amounts owed by the consulting engineering firm that remain unpaid after seven days following receipt by the consulting engineering firm of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 1.
4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The consulting engineering firm will include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Town. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

y. **DISPUTE RESOLUTION**—Unless otherwise agreed and incorporated into the agreement with the Offeror, as permitted by Va. Code section 2.2-4366, all claims, disputes, and other matters or questions between the Offeror and the Town arising from or relating to this Contract, shall be resolved under this paragraph:

The Offeror shall immediately notify the Town Project Manager in writing of any claim or dispute pertaining to this Contract. Upon receiving notice of a claim, the Town Project Manager or designated representative will attempt to resolve the dispute. If the Offeror is not satisfied by the Town Project Manager's decision, the Offeror shall within ten (10) days after receipt of the Town Project Manager's proposed resolution, submit a written claim to the Mayor of Hillsboro. The Mayor shall issue a written decision within ten (10) days after receipt of a claim. The Town may seek mediation to resolve disputes. However, if resolution cannot be reached, any appeal of the decision of the Mayor shall follow the provisions of Section 2.2-4363, Contractual Disputes.

**AA. SUBJECT TO APPROPRIATIONS**—The Offeror agrees that any resulting contract shall be subject to annual appropriations of the Hillsboro Town Council

and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.

**BB. SCC REGISTRATION**—Offeror must provide their identification number issued by the State Corporation Commission on the Proposal Form. The consulting engineering firm shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Sections 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The consulting engineering firm shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the contract. If the consulting engineering firm fails to remain in compliance with the provisions of this section, the contract shall become void.

**CC. TERMINATION**—Subject to the provisions below, the contract may be terminated by either party upon ninety (90) days advanced written notice to the other party; but if any supply or service hereunder is in progress, but not delivered or completed as of the date of termination, then this contract may be extended upon written approval of the Mayor of Hillsboro until said supplies or services are either delivered or completed and accepted.

1. Termination for Convenience—In the event that this contract is terminated or cancelled upon request and for the convenience of the Town without the required ninety (90) days advance written notice, then the Town shall reimburse the consulting engineering firm for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under the contract.
2. Termination for Cause, Default or Negligence—Termination by the Town for cause, default or negligence on the part of the consulting engineering firm shall be excluded from the foregoing provision; reimbursement of costs, if any, shall not apply. The ninety (90) days advance notice requirement is waived in the event of termination for cause.
3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years—When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the consulting engineering firm shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

**DD. DISPOSITION OF PROPOSALS**—All materials submitted in response to this RFP will become the property of the Town. One (1) electronic copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of the contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions

contained in Section below, “Trade Secrets and Proprietary Information Disclosure.”

**EE. TRADE SECRETS AND PROPRIETARY INFORMATION**

**DISCLOSURE**—In compliance with the Town’s Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by an Offeror in connection with procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable. In the event of any litigation arising from withholding of documents under the provisions of this section, the Town’s obligations shall be limited to giving reasonable notice of such litigation to the Offeror and reasonably accommodating Offeror’s intervention in the litigation to protect its interests.

**FF. ADA REASONABLE ACCOMMODATION CLAUSE**—If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Project Coordinator at least ten (10) business days before the proposal due date.

**GG. SAFETY**—All contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

**HH. NON-ASSIGNMENT OF CONTRACT**—The consulting engineering firm shall not assign the contract, or any portion thereof, without the advance written permission of the Project Coordinator, such permission not to be unreasonably withheld.

**II. MODIFICATION OF THE CONTRACT**—This contract may be modified by an approved contract modification or change order signed by both parties in accordance with the VPPA.

**JJ. PRIME VENDOR RESPONSIBILITIES**—Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the Offeror’s proposal includes services provided by others, the Offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The Offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

**KK. DEBARMENT**—By submitting a proposal, the Offeror (including any partner, associate, or subcontractor associated with the provision of good/services under this solicitation) certifies that they are not (1) currently debarred from conducting business or submitting bids/proposals or on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred from conducting business or submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. For procurements that are to be funded by Federal monies, the County will confirm a vendor’s status via the U.S. Government’s System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov).

**LL. CONFLICT OF INTEREST**—This solicitation is subject to the provisions of Section 2.2-3100 et seq., VA Code Ann., “State and Local Government Conflict of Interests Act.” No member of the Hillsboro Town Council may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by Section 2.2-3101 VA Code Ann.

**END OF DOCUMENT**

**ATTACHMENTS 1-7 FOLLOWING**

**ATTACHMENT 1  
REQUEST FOR PROPOSAL (RFP) NUMBER HR1701  
PROPOSAL FORM**

The full legal name of the firm or entity submitting this proposal must be written in the space provided below. This proposal form, and all other documents required by the solicitation to be submitted with this proposal form, including, but not limited to all issued amendments, must be fully and accurately completed and signed by a person authorized to legally and contractually bind the offeror, or the proposal may be rejected:

<b>SUBMITTED BY:</b> (Legal Name Of Entity)	
<b>FORMER NAMES:</b> (Insert all other names that this entity has been known by in the past twenty (20) years)	
<b>AGE OF THE ENTITY:</b> How many Years this entity has been in business under the current name?	
<b>PRINCIPAL PLACE OF BUSINESS:</b>	
<b>TELEPHONE NO.</b>	<b>FAX NO.</b>
<b>CORPORATE WEBSITE</b>	
<b>DUNS NUMBER:</b>	
<b>FORM OF OWNERSHIP:</b> _____ CORPORATION; _____ GENERAL PARTNERSHIP; _____ UNINCORPORATED ASSOCIATION; _____ LIMITED LIABILITY COMPANY; _____ LIMITED PARTNERSHIP; _____ SOLE PROPRIETORSHIP	
<b>WHERE THE ENTITY WAS FORMED:</b> (INSERT NAME OF STATE) _____	
<b>IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC:</b> If Offeror is exempt from the SCC authorization requirement, it shall include a statement on the entity's letterhead with its application certifying their exemption from this requirement. _____	
<b>VA. CONTRACTOR'S LICENSE #:</b> (if applicable)	_____ Class: _____
<b>DEBARMENT, DISQUALIFICATION AND OR SUSPENSION:</b> Is the entity or any of its principals currently debarred, suspended or disqualified from submitting responses to the TOWN, or any other state, local or federal entities? _____ <b>YES;</b> _____ <b>NO</b>	

**DEBARMENT, DISQUALIFICATION AND OR  
SUSPENSION:**

\_\_\_\_\_ YES; \_\_\_\_\_ NO

Has the entity or any of its principals been debarred, suspended or disqualified from submitting responses to the TOWN, or any other state, local or federal entities within the past three (3) years?

**OFFEROR'S STATUS, PLEASE INITIAL ONE:**

\_\_\_\_\_ MINORITY OWNED; \_\_\_\_\_ WOMAN OWNED; \_\_\_\_\_ NEITHER

**NOTE:** If the answers to any questions below are yes, use additional pages to provide detailed description of the situation and or provide full documentation

**CLAIMS/FINAL RESOLUTION/JUDGMENTS**

Have any of the following actions occurred on, or in conjunction with, any project(s) performed by the Offeror, any affiliate, or their officers, partners or directors in the last five (5) years? "Legal Actions" shall include civil or criminal litigation, administrative; proceedings, indictments, arbitrations or the like

\_\_\_\_\_ YES; \_\_\_\_\_ NO

**TERMINATION/FAILURE TO COMPLETE**

Has the Offeror ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the Owner? Has Offeror for any other reason failed to complete a project?

\_\_\_\_\_ YES; \_\_\_\_\_ NO

**BREACH, DEFAULT, DEBARRED:**

Within the last five (5) years, has Offeror been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in the RFP process for any contract? If yes, please explain the circumstances:

\_\_\_\_\_ YES; \_\_\_\_\_ NO

**RELEASE FROM CONTRACT APPLICATION,  
PROPOSAL OR AWARD:**

Has the Offeror filed a request to be released from an application, proposal, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.

\_\_\_\_\_ YES; \_\_\_\_\_ NO

**FAILURE TO EXECUTE A CONTRACT:**

Has the Offeror ever been selected for award or awarded a contract in which the entity failed to execute the contract? This would include: the entity not signing the contract documents; an inability of the company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances:

\_\_\_\_\_ YES; \_\_\_\_\_ NO

**BANKRUPTCY:**

Has the Offeror filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the

\_\_\_\_\_ YES; \_\_\_\_\_ NO



circumstances

**COMPLIANCE WITH LOBBYING RESTRICTIONS:** By submitting this Bid Form the firm certifies that:

- a. Since promulgation of the federal requirements implementing Section 1352 of Title 31, U.S.C. (PL 101-121, Section 319) entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.", no federal appropriated funds have been paid and none will be paid, by or on behalf of the Consultant, 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 a 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;
- b. 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 Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

**CONTACT PERSON AND MAILING ADDRESS  
FOR DELIVERY OF NOTICES**

Provide the name and address of the person \_\_\_\_\_  
designated by the Offeror to receive notices and other  
communications.

**TRADE SECRETS OR 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 identify the data and materials need such protection prior to submission of such data and material, and state the reasons why protection is necessary. Please mark one:

( ) **Yes**, the proposal I have submitted  
does contain trade secrets and/or  
proprietary information.

( ) **No**, the proposal I have submitted  
does not contain any trade secrets and/or  
proprietary information.

**If Yes**, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the proposal containing such data or materials:

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**STATE THE SPECIFIC REASON(S) WHY PROTECTION IS NECESSARY:**

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**NOTE:** If you fail to identify the data or other materials to be protected and state the reasons why such protection is necessary in the space provided above, you have not

invoked the protection, accordingly, effectively the proposal will be open for public inspection consistent with applicable law.

**CERTIFICATION OF NON-COLLUSION:**

The undersigned certifies that this proposal is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

**CONFLICT OF INTEREST:**

The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the Offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the Offeror receiving an unfair competitive advantage, or the Offeror's objectivity in performing the contract work may be impaired. The offeror agrees that if after being awarded it discovers an organizational conflict of interest with respect to being awarded, it shall make an immediate and full disclosure in writing to the Town of Hillsboro which shall include a description of the action which the Offeror has taken or intends to take to eliminate or neutralize the conflict.

Indicate the name and contact information of the person who can respond authoritatively to any questions regarding this proposal (i.e. project manager):

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contents of the proposal for prequalification are true and correct.

The undersigned swears or affirms under the penalty of perjury that the Offeror, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of any contract resulting from this proposal.

\_\_\_\_\_  
NAME AND TITLE OF OFFEROR'S REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF OFFEROR'S REPRESENTATIVE

## ATTACHMENT 2



*Commonwealth of Virginia  
Office of the Governor*

# *Executive Order*

**NUMBER SIXTY-ONE (2017)**

### **EXECUTIVE ACTION TO ENSURE EQUAL OPPORTUNITY AND ACCESS FOR ALL VIRGINIANS IN STATE CONTRACTING AND PUBLIC SERVICES**

#### **Importance of the Initiative**

Virginia's founding creed is that all people "are by nature equally free and independent," and that they share the inherent rights to "the enjoyment of life and liberty, with the means of acquiring and possessing property, and pursuing and obtaining happiness and safety." (Virginia Declaration of Rights, Section 1 (1776)). Indeed, it is the very function of our government to ensure these rights to all Virginians.

Our modern society is more reflective of this fundamental belief than ever before. Virginia today welcomes people from across the globe, of every background, to join in building a prosperous and free society. The work of my administration has been committed to this end of building a new Virginia economy—an economy that embraces the diverse world in which we live.

Recent events have demonstrated the negative effects of allowing prejudice, while also showing the positive growth that comes from an open and inclusive state government. States and localities that have promoted discriminatory laws are seeing businesses abandon development projects. States and localities that have pursued more inclusive policies have reaped the benefits of businesses expanding and relocating to their jurisdictions. Companies with whom Virginia does business, including those critical for building a new Virginia economy with high-paying jobs, have increasingly implemented their own policies prohibiting discrimination based on sexual orientation and gender identity. The global economy in which Virginia must compete demands a dynamic workforce that is competitive, diverse, and educated.

Additionally, federal procurement policy prohibits federal contractors from discrimination based on sexual orientation and gender identity. Federal contractors have thus already changed their internal policies and practices accordingly and are unlikely to reverse course, even if the federal requirement is adjusted. Many federal contractors also deliver services to the Commonwealth. Current procurement policy in Virginia is not sufficiently

aligned with these non-discrimination policies to promote economy and efficiency in state procurement. Having Virginia policy align with this federal non-discrimination policy will not only further my administration's goal of building a more diverse, open, and welcoming Virginia, but also will give uniformity to contractors that serve many government entities, resulting in economic benefits to Virginia taxpayers.

Accordingly, by the power vested in me as the Chief Executive by Article V of the Constitution of Virginia and the laws of the Commonwealth, I hereby order the following:

**I. Require future state contracting to require prohibitions on discrimination in employment, subcontracting, and delivery of goods and services, including discrimination based on sexual orientation or gender identity.**

It is hereby ordered as the policy of the Executive Branch that it will only contract with those who abide by the non-discrimination policies set forward in Executive Order 1 (2014), namely that discrimination on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status is prohibited.

All Executive Branch entities are ordered to include in their procurement contracts valued over \$10,000 a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. They must also include a term that the contractor will include the same requirements in every subcontract or purchase order over \$10,000, so that the same provisions will be binding upon each subcontractor or vendor on state procurement contracts. This requirement shall not apply to procurements that have, as of the date of this Order, already progressed to a stage at which changes in contract requirements would materially and adversely impact the completion of a procurement contract. Specific contracts with certain private child-placing agencies pursuant to § 63.2-1709.3 may also be exempted from this requirement.

The Department of General Services and the Virginia Information Technologies Agency are directed to promulgate appropriate policies and regulations to require the same, including consideration of any other applicable laws or regulations. They are also directed to impose appropriate sanctions under the Virginia Public Procurement Act, including but not limited to termination of the contract and debarment from state contracting for any violations of this contract term.

**II. Prohibit discrimination, including that based on sexual orientation or gender identity, in the provision of state services.**

Building on the requirements of Executive Order 1 (2014), I hereby order that no state employee or agent within the Executive Branch may engage in discrimination in the provision of public services based on race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. Any state employee or agent who engages in such discrimination will be subject to appropriate disciplinary action.

The Department of Human Resource Management is directed to promulgate appropriate policies in the Commonwealth's Standards of Conduct to implement these requirements in accordance with any other applicable laws and regulations.

**No Third-Party Rights Created**

This Executive Order is intended to provide direction for Executive Branch entities and does not create any rights or remedies enforceable by third parties.

**Effective Date of the Executive Order**

This Executive Order shall become effective upon its signing and shall remain in full force and effect until amended or rescinded by further executive order.

Given under my hand and under the Seal of the Commonwealth of Virginia this 5th Day of January, 2017.

\_\_\_\_\_  
Terence R. McAuliffe, Governor

Attest:

\_\_\_\_\_  
Kelly Thomasson, Secretary of the Commonwealth

**ATTACHMENT 3**

**CONFLICT OF INTEREST STATEMENT**

I, the person whose name is subscribed below, am a duly authorized representative and agent of the entity submitting this proposal in response to its Request for Proposal No. HR 17-101. On behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent entity or subsidiary, has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the Town of Hillsboro, as a result of this solicitation.

Affirm that if the Offeror awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the TOWN, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the Town of Hillsboro as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

FIRM'S NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTARY STATEMENT**

COMMONWEALTH OF VIRGINIA / STATE OF \_\_\_\_\_)

TOWN/COUNTY OF \_\_\_\_\_) to wit:

I, the undersigned Notary Public in and for the State and County of aforesaid, hereby certify that on \_\_\_\_\_, 201\_, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed above, appeared before me as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

\_\_\_\_\_  
(Seal)

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ATTACHMENT 4**

**FIRM DATA SHEET**

Funding: \_\_\_\_ (S=State F=Federal)      Project No.: \_\_\_\_\_

Division: \_\_\_\_\_

EOI Due Date: \_\_\_\_\_

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all sub consultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data will result in the Expression of Interest not being considered.

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts

\* YD = DBE Firm Certified by SBSDB  
Certified by SBSDB

N = DBE or SWaM Firm Not

SWaM Status

NA = Firm Not Claiming DBE or

YS = SWaM Firm Certified by SBSDB. Indicate whether small, woman-owned, or small business.

SBSDB is the Virginia Department of Small Business and Supplier Diversity

**ATTACHMENT 5**

**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 judgment 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm



**ATTACHMENT 6**

**CERTIFICATION REGARDING DEBARMENT**  
**LOWER TIER COVERED TRANSACTIONS**  
**(To be completed by a Subconsultant)**

Project: \_\_\_\_\_

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 Town of Hillsboro.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

## ATTACHMENT 7

### INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED  
BY "X"

<b>COVERAGES REQUIRED</b>		<b>LIMITS (FIGURES DENOTE MINIMUMS)</b>	
X	<b>1</b>	WORKERS' COMPENSATION	STATUTORY LIMITS OF VIRGINIA
X	<b>2</b>	EMPLOYER'S LIABILITY	\$100,000 ACCIDENT, \$100,000 DISEASE, \$500,000 DISEASE POLICY LIMIT
X	<b>3</b>	COMMERCIAL GENERAL LIABILITY(CGL)	\$1,000,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	<b>4</b>	PREMISES/OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE MILLION ANNUAL AGGREGATE
X	<b>5</b>	AUTOMOBILE LIABILITY	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	<b>6</b>	OWNED/HIRED/NON-OWNED VEHICLES	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	<b>7</b>	INDEPENDENT CONTRACTORS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
	<b>8</b>	PRODUCTS LIABILITY	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	<b>9</b>	COMPLETED OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	<b>10</b>	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$500,000 CSL BI/PD EACH OCCURRENCE
	<b>11</b>	PERSONAL AND ADVERTISING INJURY LIABILITY	\$1 MILLION EA. OFFENSE, \$1 MILLION ANNUAL AGGREGATE
X	<b>12</b>	UMBRELLA LIABILITY	\$3 MILLION BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY
X	<b>13</b>	PER PROJECT AGGREGATE	\$1 MILLION PER OCCURRENCE/CLAIM
	<b>14</b>	PROFESSIONAL LIABILITY	
X	<b>A</b>	ARCHITECTS AND ENGINEERS	\$3 MILLION PER OCCURRENCE/CLAIM
	<b>B</b>	ASBESTOS REMOVAL LIABILITY	\$2 MILLION PER OCCURRENCE/CLAIM
	<b>C</b>	MEDICAL MALPRACTICE	\$1 MILLION PER OCCURRENCE/CLAIM
	<b>D</b>	MEDICAL PROFESSIONAL LIABILITY	\$1 MILLION PER OCCURRENCE/CLAIM
X	<b>15</b>	MISCELLANEOUS E&O	\$1 MILLION PER OCCURRENCE/CLAIM
	<b>16</b>	MOTOR CARRIER ACT END. (MCS-90)	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
	<b>17</b>	MOTOR CARGO INSURANCE	
	<b>18</b>	GARAGE LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
	<b>19</b>	GARAGE KEEPERS LIABILITY	\$500,000 COMPREHENSIVE, \$500,000 COLLISION
	<b>20</b>	INLAND MARINE-BAILLIE'S INSURANCE	\$
	<b>21</b>	MOVING AND RIGGING FLOATER	ENDORSEMENT TO CGL
	<b>22</b>	DISHONESTY BOND	\$

	<b>23</b>	BUILDER'S RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT
	<b>24</b>	XCU COVERAGE	ENDORSEMENT TO CGL
	<b>25</b>	USL&H	FEDERAL STATUTORY LIMITS
X	<b>26</b>	CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT	
X	<b>27</b>	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE SHALL BE PROVIDED TO THE TOWN AT LEAST 30 DAYS PRIOR TO ACTION	
X	<b>28</b>	THE TOWN SHALL BE AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY	
X	<b>29</b>	CERTIFICATE OF INSURANCE SHALL SHOW SOLICITATION NUMBER AND TITLE	

**INSURANCE AGENT'S STATEMENT:**

I have reviewed the above requirements with the offeror named below and have advised the offeror of required coverages not provided through this agency.

AGENCY NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

**OFFEROR'S STATEMENT:**

If awarded the Contract, I will comply with contract insurance requirements.

OFFEROR NAME: \_\_\_\_\_

AUTH. SIGNATURE:

\_\_\_\_\_