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# SECTION I

## Purpose

The Journey Through Hallowed Ground Partnership is seeking firms interested in submitting a proposal for the development of a Master Landscape Concept Plan and On Call Services for Engineered Landscaping Plans per needed specific sites along the Journey Through Hallowed Ground National Scenic Byway to create a Living Legacy Memorial to honor the 620,000 soldiers lost during the Civil War.

## Project Abstract

The Corridor Management Plan for the Journey Through Hallowed Ground National Scenic Byway, approved in 2008, identified development of a Master Landscape Plan as high priority, and directed that it provide “an immediate action project associated with the upcoming Sesquicentennial Commemoration of the Civil War (2011-2015).” The spine of the regional landscape effort is to be the **JTHG Living Legacy Memorial**, a major landscape addition that will recognize 620,000 trees – one for each soldier lost during the Civil War – along the median and both sides of the National Scenic Byway from Gettysburg, PA to Monticello, VA. The planning for such an effort is significant and will require an expert’s eye for palette, composition, and natural light. The proposed memorial is a unique approach to recognizing the fallen of the Civil War as individuals who cumulatively represented, and so involved, virtually every part of our new nation in the bloody conflict. It demonstrates both the massive scale of the war and represents recovery, growth and the ultimate reconnection of north and south. The memorial elegantly embodies one of the recurring themes identified in the Journey – Land of Conflict and Reunification. For the Master Landscape Concept Plan, the JTHG Partnership is seeking to design and implement a tree planting from Gettysburg, PA to Monticello, VA, along the National Scenic Byway with extensions off major corridors leading to battlefields within the JTHG National Heritage Area. The project must be carefully crafted to address existing vegetation, recommended tree species, planting patterns, planting locations, potential invasive vegetation removal, tree planting requirements, and long term maintenance. The concept plan must also take into account the section by section road right-of-way opportunities and constraints; current and planned roadway and multi-modal requirements and needs; private and public land ownership collaboration agreements; applicable local, state, and federal regulations; methodology to quantify air and water quality benefits; local zoning, corridor overlay, and community entrance opportunities; and a recommended legacy infrastructure for long term sustainability. It is important to note that implementation of the Master Landscape Plan may not be limited to lands touching road right-of-ways. The On Call Services for Engineered Landscaping Plans will provide the JTHG with professional services to develop construction plans and bid documentation for required permitting and landscape implementation. This service will include solutions to right-of-way challenges, utility conflicts, intersection and interchange, and other physical barriers.

# SECTION II

## Background

### Project Description/Statement of Need

The Journey Through Hallowed Ground National Heritage Area is a 180 mile long corridor stretching from Gettysburg, PA to Monticello in Charlottesville, VA. On May 8, 2008, President Bush signed legislation establishing the Journey Through Hallowed Ground as the nation’s 38th National Heritage Area in recognition of the nation’s largest concentration of Civil War battlefields and sites, nine presidential homes, 2 world heritage sites, 13 national parks, 16 national historic landmarks, 47 historic districts, Revolutionary War sites, native American history/trade route, and numerous African American historical sites.

On October 16, 2009 The Journey was designated a National Scenic Byway by the Federal Highway Administration. This designation by the U.S. Secretary of Transportation recognizes the unique archeological, cultural, historic, natural, recreational and scenic qualities of the Journey. The Journey Through Hallowed Ground is literally “where American happened.” The remarkable concentration of historic sites found within the Journey, along with the unparalleled beauty of the region, inspired efforts to identify a cohesive region to facilitate continued conservation, and equally as important, interpretation and education regarding principles of American governance and elements of our culture that were hard won in this region.

A public/private non-profit organization, The Journey Through Hallowed Ground Partnership was incorporated in 2005 and is comprised of over 350 partners throughout the region – who are working collaboratively to raise awareness of the unparalleled historic, cultural and scenic resources within the region. After extensive research, the JTHG is represented by three major themes:

Land of Leadership  
Land of Conflict and Reunification  
Land of Beauty

Among its initial tasks, the JTHG Partnership managed the development of a Corridor Management Plan (CMP) for the National Scenic Byway to chart a course for conservation of the national Scenic Byway. The CMP, approved by the Partnership in October, 2008, identified development of a Master Landscape Plan as high priority, and directed that it provide “an immediate action project associated with the upcoming Sesquicentennial Commemoration of the Civil War (2011-2015).”

The spine of the regional landscape effort is to be the **JTHG Living Legacy Memorial**, a major landscape addition that will recognize 620,000 trees – one for each soldier lost during the Civil War – along both sides, and where appropriate in the median, of the JTHG National Scenic Byway. The JTHG Partnership seeks to develop a Master Landscape Concept Plan that fulfills this vision and implement the first tree planting site plan as part of the Virginia Sesquicentennial Commemoration and anniversary of the JTHG National Scenic Byway designation later this year.

## SECTION III

### Scope of Services

The Service Provider awarded a contract as a result of this ***Request for Proposal*** shall complete the following Scope of Services.

#### Service 1: Master Landscape Concept Plan

The Master Landscape Concept Plan will be produced to guide ongoing efforts, in particular, to guide states and localities with implementation of landscaping efforts. The plan must address three areas: landscape design, a section by section site design, and identify partners and guidelines. The Master Landscape Concept Plan may be organized into the following components:

#### Design Needs

- Creation of Landscape Composition and Palette
- Creation of a set of Guiding Principles for the Living Legacy
- General conditions, including identifying sites of significance of civil war and other historic sites that might be highlighted by the landscape plan
- Recommended Native Tree Species (Types, numbers, and Groupings)
- Development of Tree Planting Requirements Matrix (Species planting zones, growth rates, size at maturity, life spans, water and sunlight needs, pricing sheet, and other requirements)

- Develop a set of guiding principles for the design and implementation of this plan
- Develop a model which will enable the visitor to readily recognize the designated trees as representing a life given in the Civil War.

#### Technical Needs

- Verification that recommended tree species are available in required quantities.
- Identify Potential Areas Not Appropriate for this Landscaping Design (preserved viewsheds, inappropriate slopes, existing battlefields, and/or soils, and other possible factors)
- A recommended approach to procurement of the significant volume of trees.
- Description of applicable existing federal, state, and local regulations, including required AASHTO clear zones.
- Description of overall environmental impacts, including an evaluation of carbon footprint reductions, water resource benefits, and air quality benefits.

#### Infrastructure Needs

- Existing Vegetative Incorporation and/or Removal Plan
- GPS Tagging
- Description of existing ROW and future ROW master plan.
- Description for the entire corridor of the general location of trees (field location anticipated).
- Develop a structure for long term legacy infrastructure sustainability.

#### Development of a Stand Alone Partner Tool Kit

- Recommended Planting Locations (Section by section schematics)
- Long Term Landscape Maintenance Requirements
- Development of landscape prototypes for various road right-of-way segments (2 lane rural, 4 lane divided, town/city corridors, intersections, interchanges, groves, and other design options.)
- Development of landscape agreements for private property (HOA owned lands, tourist destinations, business and residential development.)
- Required permitting based on type of location, funding source, and locality.
- Preliminary cost estimates for section by section site design and installation.
- Prepare written guidelines that can be used to assist localities and states integrate streetscapes with the living memorial concept and that others can use to direct volunteer or other efforts to complete and maintain the plantings.
- Develop an implementation matrix to help localities pursue environmental credits (e.g. the Chesapeake Bay TMDL).

The project will also require the Service Provider to:

- Support of the Living Legacy Memorial Committee to facilitate communication with local stakeholders, particularly civil war preservationists, local arborists and transportation planners.
- Attend meetings with appropriate stakeholders and regulatory agencies, as well as participate in a public information process.

#### **TIME FOR COMPLETION FOR THE MASTER LANDSCAPING CONCEPT PLAN**

The Civil War Sesquicentennial is 2011-2015. However, it is desirable to have the Living Legacy Memorial program be designed and launched later this year as part of the Virginia Sesquicentennial Commemoration and anniversary of the JTHG National Scenic Byway designation.

## Service 2: On Call Services.

The On Call Services for Engineered Landscaping will be for construction plans and bid documents for site specific locations on an as needed basis.

### **DELIVERABLES SHALL BE COMPLETED AS FOLLOWS:**

On Call Services for Landscape Engineered Plans

- Project specifications (e.g. construction plans, bid documents for procuring construction contractors, cost estimates, etc) that result in the approval of permits and other regulatory needs to allow for implementation of the Master Landscape Concept Plan on a site specific basis.
- Attend Meetings and Participate in the Public Process as Required.

## **SECTION IV**

### **Proposal Requirements**

Each Service Provider shall include in its Proposal the following information:

#### **EXECUTIVE SUMMARY**

The Executive Summary should contain a brief synopsis of how the Service Provider's proposal meets the JTHG Partnership's needs. The Proposal must express clearly how the Service Provider will satisfy each point of the ***Request for Proposal***, paying particular attention to the ***Request for Proposal*** Purpose and Scope of Services.

#### **WORK PLAN**

Provide a Work Plan for completing the work described in the Scope of Services. The Work Plan should include:

The tasks and methods to be utilized in completing the proposed Scope of Services, including the level of effort (hours) anticipated to be committed to each task. If a Service Provider proposes use of a "Team" to perform work, the Service Provider shall identify team members.

Avenues of investigation and analysis that the Service Provider believes to be appropriate and how the Service Provider will use them.

A schedule of events and activities that the Service Provider feels are required in order to complete the Scope of Services in the time required under the contract.

A full description of any subcontractors, joint ventures, etc. included as a part of the proposal as compared to the role of the Service Provider and a discussion of the interrelationship between the contractors for the carrying out of the work in this proposal.

Service Provider shall provide a Gantt chart or Critical Path Diagram (CPD) showing all work tasks (as outlined in Section 3) and milestone dates. Maximum sheet size for the Gantt chart or CPD shall be 11' x 17". Show timeline by the month. Include review times for the JTHG Management Team and anticipated resubmittals.

Service Provider shall provide a list of milestones with descriptions, the percentage of the overall project represented by each milestone and the chronology of the milestones. All work and deliverables resulting from any Contract award pursuant to this ***Request for Proposal*** shall be completed and submitted in

accordance with the agreed upon schedule and negotiated fee structure. These reports and recommendations encompass the minimum required services under this **Request for Proposal** and the Service Provider shall coordinate the delivery of the Scope of Service through them.

## Qualifications

As a professional services contract, **proposals will be evaluated based on qualifications**. Therefore, each Service Provider must be able to demonstrate that it has the background, experience and technical competence to perform the services required under the **Request for Proposal**. Since this is a unique project where design is paramount, **the proposal should pay special attention to the qualifications of the designer or team of designers responsible for developing the landscape composition and palette.**

Each Service Provider's proposal shall:

- Describe any prior experience similar to the services required under this **Request for Proposal** which have been successfully performed for other clients or for the JTHG Partnership and which the Service Provider believes qualifies its organization to perform the identified work tasks. These clients must be identified by name, address, telephone number, and contract reference and contact person.
- Describe experience and/or background in planning, landscape architecture, transportation, engineering, economic development analysis, and analytical research studies, including those related to public/ private joint real estate development projects.
- Provide appropriate information of the Service Provider's organization including history, principal business or purpose, size, number of offices, personnel, principals, affiliations, etc.
- Describe the Service Provider's familiarity with Federal and State procurement.
- Furnish any other information, which may support and document the Service Provider's experience and qualifications to perform the Scope of Services, including a summary of the results and recommendations of previous projects and the result of the Service Provider's recommendations.
- **Highlight the creative design capabilities of the landscape designer or team of designers.**

## Personnel

Generally, the Service Provider must be able to demonstrate extensive experience in landscape architecture; engineering; resource or environmental, land-use, heritage area, and transportation planning; marketing, specifically tourism promotion; cultural resources collection and interpretation; facilitating diverse groups of people, agencies, communities, and achieving consensus within the group; public participation, specifically selecting and implementing successful and effective public participation events; drafting, architectural drawing and rendering, photography, and graphic design; using and understanding landscape architecture; engineering; natural resource, land-use, social, cultural economic, tourism and historic infrastructure data sources; moving plans into action through implementation and coordination.

This section should include individual resumes (two (2) pages maximum) for the personnel who are to be assigned to the Scope of Services if the Service Provider is awarded the contract, and should indicate the proposed role or assignment of each individual. Key staff identified in this section must remain throughout the project and cannot be changed without the Contract Manager's approval. **Special attention should be given to the designer.**

## References

This section must identify a minimum of three current references, and must contain the name of each organization, contact person, and telephone number. References may be contracted along with any other sources of information pertaining to the Service Provider.

## **General**

Any other information that may be relevant, but does not fall in the above format, should be provided as an Appendix to this section. If Service Provider's literature or other publications are included and intended to respond to a ***Request for Proposal*** requirement, the response in this volume should include reference to the document name and page. Proposals containing no such citations will be considered complete without reference to such literature or other publication.

## **Quality Control**

Describe the procedure for assuring quality control, scheduling, and time and cost control.

# **SECTION V**

## **Administration**

### **CONTRACT ADMINISTRATION**

The JTHG Partnership has designated a person to act as Contract Manager and principal contact during the performance of services under the Contract. While it is expected that, in general, available information should support the Service Provider's efforts, the JTHG Partnership can make no representation as to the completeness, usability, form, or adequacy of the data.

### **COORDINATION WITH OTHERS**

The Consultant may be required to coordinate its activities with other contractors, vendors, or consultants who are performing work or providing professional services on the subject assets. Examples of this coordination include, but are not limited to, cultural resources identification and interpretation, historic preservation, tourism, traffic analysis and engineering, and planning services.

### **METHOD OF PAYMENT**

The successful Service Provider will be paid for services provided pursuant to the approved Work Plan and the approved contract fee structure. In no instance will invoices be more frequent than monthly. Additionally, approved travel will be reimbursed in accordance with Virginia State travel regulations.

### **COMPLIANCE WITH LAW**

By submitting an offer in response to this ***Request for Proposal***, the Service Provider, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the contract.

### **THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH THE PROPOSAL.**

#### **USDOT 1050.2 Title VI Assurance (Appendix A)**

Appendix A is required to be physically placed in Request for Proposal and prohibits discrimination on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

In all solicitations, either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.



## **Disadvantaged Business Enterprises (Appendix B)**

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmb.e.state.va.us/>) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. The Journey Through Hallowed Ground Partnership and the Virginia Department of Transportation believe that these services support 10% DBE participation.]

- Written documentation of the prime's commitment to the DBE firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation. 08OCT08-SGP-VII-15-12.7
- Written confirmation from the DBE firm that it is participating, including a description of the services to be performed and the percent of participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

VDOT is also required to capture DBE payment information on all professional services contracts. The successful prime consultant will be required to complete C- 63 form for both state and federally funded projects on quarterly basis.

Any DBE firm must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If DBE firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE subconsultants. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by them. When a DBE prime consultant subcontracts work to another firm, the work counts toward the DBE goal only if the other firm is itself a DBE. A DBE prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE certification entitles consultants to participate in VDOT's DBE programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

Business Opportunity and Workforce Development (BOWD) Center - The BOWD Center is a VDOT developmental supportive services program and partnering initiative funded by FHWA for selected DBE firms of various skill and competence levels interested in entering, enhancing or expanding highway contracting opportunities with prime consultants. The partnering initiative between prime consultants and BOWD DBE firms provides the opportunity for the further development of DBE firms through performance on contracts and guidance from prime consultants. The intent of this partnering initiative is to increase capacity by perfecting existing skills and knowledge, expanding into new work areas, and prime consultant joint venturing with DBE firms.

The prime consultants are encouraged to achieve all or a percentage of the required DBE participation/goals determined for this project by the utilization of BOWD approved firms. To assist consultants in taking advantage of this opportunity for utilization of approved BOWD firms, please contact

### **REQUEST FOR PROPOSALS**

**The Journey Through Hallowed Ground Partnership**

**DEVELOPMENT OF JTHG LIVING LEGACY MASTER LANDSCAPE CONCEPT PLAN AND ON CALL SERVICES FOR ENGINEERED LANDSCAPE PLANS**

the BOWD Center for additional information, details, resources and support. For further information on the BOWD Center and to view the DBE profiles, go to [www.virginiadot.org/business/BOWD.asp](http://www.virginiadot.org/business/BOWD.asp). The BOWD Center can be contacted at (804) 662-9555 or via email to [BOWDCenter@vdot.virginia.gov](mailto:BOWDCenter@vdot.virginia.gov).

### **EXECUTIVE ORDER 11246 (Appendix C)**

Executive Order 11246 is required as part of this Request for Proposal.

### **CERTIFICATION REGARDING DEBARMENT FORMS (Appendix D)**

Please indicate, by executing and returning the attached Certification Regarding Debarment forms, if your firm, subconsultant, subcontractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of federal or state funds:

- Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
- Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
- Has a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Any of the above conditions will not necessarily result in denial of award, but it will be considered in determining offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administrative sanctions.

### **OTHER**

All business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission (A Business Registration Guide is available on the Internet at <http://www.state.va.us/sc/division/clk/brg.htm>). Foreign Professional corporations and Foreign Professional Limited Liability Companies 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 and Occupational Regulation, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (<http://www.state.va.us/dpor>). Board regulations require that all professional corporations and business entities that have branch offices located in Virginia which offer or render any professional services relating to the professions regulated by the Board be registered with the Board. Registration involves completing the required application and submitting the required registration fee for each and every branch office location in the commonwealth. All branch offices 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 each branch. All firms involved that are to provide professional services must meet this criterion prior to submitting a proposal to the Journey Through Hallowed Ground Partnership. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

The Journey Through Hallowed Ground Partnership 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 08OCT08-SGP-VII-15-12.11 subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

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

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

The Journey Through Hallowed Ground Partnership does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

## **SECTION VI**

### **Evaluation and Selection Procedure**

#### **EVALUATION AND SELECTION COMMITTEE**

An Evaluation and Selection Committee (the Committee) will evaluate all qualifying proposals received by the submission deadline. **Three (3) or more offerors will be selected by the Committee for interviews and/or discussions.**

#### **PROPOSALS NOT RECEIVED BY THE TIME AT THE PLACE INDICATED SHALL BE REJECTED.**

Service Providers shall be responsible for assuring that their proposals, including proposals delivered by U.S. Postal Service, are delivered to the JTHG Partnership office before the scheduled time for receipt of proposals. Proposals will not be opened publicly.

#### **SUBMISSION OF SEALED ENVELOPES**

Proposals must be submitted in sealed envelopes, addressed to *Denise Harris, JTHG Partnership, PO Box 77, 15481 Second St., Waterford, VA 20197*, and clearly marked with the full name and address of the Service Provider and the contents of the envelope:

An original hard copy, one electronic, and six (6) addition hard copies of the **Proposal** must be submitted.

Neither the identity of any Service Providers nor the contents of any **Proposals** submitted shall be disclosed by the JTHG Partnership before the award of any contract.

#### **CONFIDENTIAL AND PROPRIETARY INFORMATION**

Service Providers should give specific attention to the identification of those portions of their **Proposals** which they may deem to be confidential, proprietary information or trade secrets and provide any justification as to why such materials, upon request, should not be disclosed.

## **ADDENDA TO THE REQUEST FOR PROPOSAL**

In the event it becomes necessary to revise any part of the Request for Proposals, or if additional information is required to enable potential Service Providers to interpret the provisions of the Request for Proposals, an **Addendum** will be issued and provided to each person or firm known to have received a copy of the original Request for Proposals. Failure to acknowledge receipt of any addendum may be cause for having the submission deemed non-responsive.

## **DURATION OF OFFER**

Proposals submitted in response to this solicitation shall be irrevocable for 120 days following the closing date for receipt of proposals or after receipt of best and final offers, which ever is later.

## **PROPOSAL ACCEPTANCE, CANCELLATION, AND REJECTION**

The JTHG Partnership reserves the right to accept or reject, in whole or in part, any and all proposals received in response to this **Request for Proposal**; to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified Service Providers in any manner necessary to serve the best interests of the project. This **Request for Proposal** creates no obligation on the part of the JTHG Partnership to award a contract.

## **INCURRED EXPENSES**

The JTHG Partnership is not responsible for any costs incurred by a potential Service Provider in preparing and submitting a response to this **Request for Proposal** or any Addenda thereto, or for any other associated costs.

## **PROPOSAL FORM:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Service Provider's proposal for meeting the requirements of this procurement. Oral, fax, telegraphic, or mail gram proposals will not be accepted.

## **CONFLICT OF INTEREST: CONFIDENTIALITY**

The Service Provider covenants that is presently has no interests, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this **Request for Proposal**. Without limitation, Service Provider represents to and agrees with the JTHG Partnership that Service Provider has no conflict of interest between providing the JTHG Partnership services hereunder any interest Service Provider may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the JTHG Partnership.

The selected Service Provider agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of, or in connection with, this **Request for Proposal** will be kept confidential and not be disclosed to any person other than the JTHG Partnership, its designated officials, employees, and authorized agents. The Service Provider agrees to immediately notify the state in writing if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this **Request for Proposal**.

## **INCORPORATED BY REFERENCE**

All terms and conditions of the **Request for Proposal** and amendments thereto; all provisions of the Service Provider's proposal in response to the **Request for Proposal**, and amendments thereto; all

applicable State and federal laws, statutory and regulatory provisions and others, are incorporated by reference and made a part of the contract to be entered into as a result of this **Request for Proposal**.

## FINAL CONTRACT

The JTHG Partnership reserves the right to make multiple awards as a result of this **Request for Proposal**. The contract entered into with the successful Service Provider(s) shall meet all standard provisions required by federal and state laws and guidelines. Any contract entered into shall also contain the General Conditions for Service Contracts and Contract Affidavit as contained in this **Request for Proposal**.

## DISSEMINATION OF INFORMATION

Information included in this document or in any way associated with this **Request for Proposal** is of the strictest confidence and is the property of the JTHG Partnership. Under no circumstances shall it be published, copied, or used except in replying to this **Request for Proposal**.

## MEDIA ANNOUNCEMENTS

No Media announcements written or oral, pertaining to this **Request for Proposal** or the services, study or project to which it relates shall be made without the JTHG Partnership's approval.

## SELECTION PROCEDURE

After the SPOC certifies the qualifying proposals, the Committee will conduct an initial evaluation of the merit of each qualifying proposal. This evaluation will be made solely on the basis of the evaluation criteria set forth below, and may include information obtained during oral presentations, if any. Only those proposals considered susceptible of award will be considered approved and will continue through the evaluation cycle.

There is no financial evaluation as part of the selection process. **Do not include price.** The highest qualified selected firm will enter into price negotiation with the JTHG Partnership after the evaluation process is complete. If the highest rated firm and the JTHG Partnership fail to reach an agreed upon price structure, the JTHG Partnership has the authority to formally cancel the negotiations with highest rated firm and enter into negotiations with the next highest rated firm, and so forth.

## EVALUATION CRITERIA

The evaluation of each proposal submitted will be based on the Committee's understanding of the Service Provider's capability for providing the Scope of Services requested. In making this judgment, the evaluation committee will consider the following factors, listed in descending order of importance:

	<u>POINT VALUE</u>
1. Creative qualifications of the designer or team of designers	40
2. Specific plans or methodology to be used to perform the services	30
3. Experience and qualifications of personnel assigned to perform the services	20
4. References from other clients	10
	<hr/>
	TOTAL 100

## APPENDIX A

### USDOT 1050.2

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

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *(Recipient)* or the *(Name of Appropriate Administration)* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *(Recipient)*, or the *(Name of Appropriate Administration)* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the *(Recipient)* shall impose such contract sanctions as it or the *(Name of Appropriate Administration)* may determine to be appropriate, including, but not limited to:  
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or  
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the *(Recipient)* or the *(Name of Appropriate Administration)* may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the *(Recipient)* to enter into such litigation to protect the interests of the *(Recipient)*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B FIRM DATA SHEET

Funding: \_\_\_\_ (S=State F=Federal)  
Division: \_\_\_\_\_

Project No.: \_\_\_\_\_  
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 subconsultants. 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 and Address	Firm's DBE/SWAM Status *	Firm's Age	Firm's Annual Gross Receipts

\* YD = DBE Firm Certified by DMBE  
DMBE

N = DBE/SWAM Firm Not Certified by

NA = Firm Not Claiming DBE/SWAM

Status

YS = SWAM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.

## APPENDIX C

SF030AF-0708

Reissued July 2008

### VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 workings days the award of any construction subcontract in excess of \$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As, used in this provision:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;



- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
  3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
  5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
  6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
  7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to

achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one

month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## ATTACHMENT A

<u>Economic Area</u>	<u>Goal (Percent)</u>
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA .....	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA .....	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties .....	12.0
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll;	
VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland;	
VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski;	
VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena	
Vista:	
VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg;	
VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro;	
WV Pendleton.	
022 Richmond, VA	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA .....	30.6
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell;	
VA Petersburg.	
6760 Richmond, VA .....	24.9

VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	
Non-SMSA Counties .....	27.9
VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023 Norfolk - Virginia Beach - Newport News VA:	
SMSA Counties:	
5680 Newport News- Hampton, VA .....	27.1
VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
5720 Norfolk - Virginia Beach - Portsmouth, VA - NC .....	26.6
NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	
Non-SMSA Counties .....	29.7
NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.	
Washington, DC:	
020 Washington, DC.	
SMSA Counties:	
8840 Washington, DC - MD - VA .....	28.0
DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.	
Non- SMSA Counties .....	25.2
MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	
Tennessee:	
052 Johnson City - Kingsport - Bristol, TN - VA	
SMSA Counties:	
3630 Johnson City - Kingsport -Bristol, TN-VA .....	2.6
TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott: VA Washington; VA Bristol.	
Non-SMSA Counties .....	3.2
TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.	
Maryland:	
019 Baltimore MD	
Non-SMSA Counties .....	23.6
MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worchester; VA Accomack; VA Northampton.	

## APPENDIX D

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

**CERTIFICATION REGARDING DEBARMENT  
LOWER TIER COVERED TRANSACTIONS  
(To be completed by a Sub-consultant)**

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

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals 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 Commonwealth Transportation Board.

\_\_\_\_\_  
Signature Date Title

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