



# COUNTY OF ROANOKE

## FINANCE DEPARTMENT

### PURCHASING DIVISION

Kate Hoyt  
Buyer

P.O. Box 29800  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018  
Phone: (540) 283-8149  
[khoyt@roanokecountyva.gov](mailto:khoyt@roanokecountyva.gov)

## REQUEST FOR PROPOSALS

**#2018-034**

Explore Park Mountain Bike Skills Park and Trail System Design  
for  
Roanoke County

Sealed Proposals Due:  
November 20, 2017  
2:00 PM  
(Local Prevailing Time)  
One (1) unbound original  
Six (6) bound complete copies  
One (1) electronic copy (USB preferred)

## **RFP #2018-034 EXPLORE PARK MOUNTAIN BIKE SKILLS PARK & TRAIL SYSTEM**

### **GENERAL INFORMATION**

Roanoke County is seeking proposals from qualified vendors to provide design of a mountain bike skills park and trail system at Explore Park.

One unbound original, six (6) bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and until **November 20, 2017, at 2:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked **"RFP #2018-034 EXPLORE PARK MOUNTAIN BIKE SKILLS PARK & TRAILS"** on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

### **RFP QUESTIONS**

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail or email to:

Kate Hoyt, Buyer  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018

Phone: (540) 283-8149  
[khoyt@roanokecountyva.gov](mailto:khoyt@roanokecountyva.gov)

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

### **NO CONTACT POLICY**

After the date and time established for receipt of proposals by the County, any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

## **PROJECT BACKGROUND**

Roanoke County has just finished and approved a new Master Plan (referred to as the Adventure Plan) and Business Plan (see link to both documents) for Explore Park in 2016. The County desires Explore Park to be redeveloped through a combination of public-private partnerships with developers, operators and concessionaires over the next five-10 years as an industry-leading Outdoor Adventure Park. Explore Park is located in Roanoke County along the Roanoke River. It is situated in Virginia's Blue Ridge Mountains approximately 7 minutes south of the city of Roanoke. The park is currently home to 14 miles of trails open to hiking and mountain biking. Please see Exhibit A to RFP 2018-034 for a map of existing trails at Explore Park.

Roanoke County is located in Virginia's Blue Ridge (VBR), the destination marketing organization for the Roanoke Metro-Area. The VBR region is a well-established regional outdoor recreation destination that offers a variety of activities and amenities to its residents and visitors. VBR with the surrounding jurisdictions have submitted an International Mountain Bicycling Association (IMBA) Ride Center application in August, 2017. Becoming a designated IMBA Ride Center will certainly elevate our awareness as a mountain bike destination, especially at Explore Park.

### **Key Amenities of the Explore Park Adventure Plan include:**

- Bike Skills Park - The Roanoke Region is on its way to becoming nationally recognized for bike amenities. Working closely with biking advocates and the Roanoke Chapter of the International Mountain Bike Association, we'll be seeking grant and fundraising opportunities to develop a progressive, industry-leading skills park. Located within the park's core, this amenity will also preserve a pristine natural environment for all to enjoy. Target construction: Spring/Summer- 2018.
- Roanoke River Greenway - Imagine being able to walk or bike from downtown Roanoke all the way to Explore Park in an afternoon. When complete over the next few years, the Roanoke River Greenway will stretch 26 miles from Roanoke County's Green Hill Park in western Roanoke County routing through the Cities of Salem and Roanoke to Explore Park. Target Construction: 2021.
- Overnight Accommodations - The adventure plan calls for a variety of accommodations, built and managed by an outside vendor. Space has been designated for hike-in tent camping, car camping, cabins or yurts, RV camping, and a lodge. These are all much needed amenities that fit well into the region's tourism plan. Target for services to begin: Spring 2018.
- Food/Retail Operations - The Brugh Tavern is available for a distillery, brewery or restaurant operation. Space has also been designated for a gas station and country store that will service the park's new visitors and overnight campers. Target for services to begin: 2019
- Zip-line / Aerial Park / Canopy Tour - Ranking as one of the top attraction requests on our public survey, Explore Park is well positioned for an outside vendor to build a course. The park features diverse terrain, a river crossing opportunity and Blue Ridge Parkway access. Target for construction: 2019.

- Disc Golf Course - The hills, valleys and stunning vistas within Mayflower Hills Park provide the perfect backdrop for an 18-hole disc golf course currently in development to host regional and national tournaments. Future rest room and pavilion facilities will also be developed here. The course will be able to host regional tournaments. Target for opening: Spring/Summer 2018.
- Equestrian Areas - Utilizing connections to National Park Service designated equestrian trails, the adventure plan calls for equestrian camping, parking, stables and a parallel equestrian route along designated sections of the proposed Roanoke River Greenway. Target for services to begin: Summer of 2018.
- Event Venues - Enhancement of the road system will enable the Riverside Village Area (formerly historic area) to host special events. We envision the transformation of the Houtz Barn into an event stage. In later years of development, the master plan calls for a concert stage on a picturesque field located on the Bedford County side of the park. Target for services: 2020.
- River Access - The Adventure Plan calls for preservation of the 2-miles of Roanoke River frontage, as well as increased public access for recreation such as boating and fishing. These efforts go hand-in-hand with the regional development of a blueway system throughout the Roanoke Valley. Target for improvements: 2019-2020
- Equipment Rental - With improved river access will come the need for rental equipment such as kayaks, canoes, tubes and fishing gear. An outside vendor will build and operate this amenity. Target for services: 2019.

Roanoke County envisions Explore Park as the starting place for individuals and families seeking adventure and enrichment in the outdoors. Our focus will be expanding recreation opportunities such as hiking/mountain biking trails, river access, overnight camping and educational programs based on the park's unique environmental and cultural history - all while preserving the park's natural beauty. The Blue Ridge Parkway is already a gateway for many visitors to our region. Few places on the East Coast offer such rich outdoor recreation amenities in such close proximity to a metropolitan core. We envision Explore Park as a must-see stop for our guests, inviting them to explore the rest of Virginia's Blue Ridge while they're here.

## **SCOPE OF WORK**

It is the intent of Roanoke County to have a firm design a mountain bike skills park, children's mountain bike play area and mountain bike trail system for Explore Park. The goal of the project will be to create a regionally significant trail destination that provides a range of experiences. Once a draft plan is developed by the consultant, Roanoke County will be given the opportunity to review and provide comments before the plan is published. The contractor is responsible for providing a report that has been proofed for accuracy of the project, grammar and spelling.

### **Task 1- Project Analysis: November and December 2017**

- Review the Explore Park Adventure Plan and Special Places Inventory with the project team with the conceptual trail alignments along with Roanoke County GIS data.

- Develop an understanding of the Explore Park Adventure Plan and development timelines for the park. The design of the mountain bike facilities should be in accordance with the Adventure Plan and trailhead facility already designed for access to the skills park and mountain bike trail system.
- Conduct an onsite project kick off meeting and site visit with project team.
- Assess the opportunities and constraints present in the landscape for development of a trail system while using the Explore Park Adventure Plan as the guiding principle.

#### Task 2- Design Development: December -February- 2017/2018

- Incorporate the existing trail system into the overall design as much as possible.
- Provide a variety of options for skills attractions and trail development in accordance with IMBA Ride Center designation scoring criteria such as but not limited to pump track, skills area, dual slalom track and flow trails.
- Provide a citizen engagement meeting for residents and stakeholders to participate in a design charrette. This meeting will need to be done during the evening after work hours. January 16, 2018 and January 18, 2018 have been selected as dates to hold citizen engagement meetings. An emphasis should be placed on youth specific meetings in addition to stakeholder groups and citizens. All citizen engagement sessions should be interactive.
- Meet virtually with design team to discuss progress and design elements
- Flag trail corridors and bike park elements including pump track, skills area, dual slalom track and flow trails.
- Develop a summary of the citizen engagement meeting.
- Develop a 5k run/walk race route that works in conjunction with bike trails.
- Development of Conceptual Plan- plan will contain the following:
  1. Background
  2. Project goals
  3. Existing conditions
  4. Opportunities and constraints
  5. Concept plan description (feasible trail corridors, trail alignments, directional bike optimized zones, phasing and cost estimates)
  6. Construction drawings, including erosion and sediment control plans and cost estimates.
  7. Conclusion

#### Task 3- Deliverables: March – April 2018

- Written summary of citizen engagement meeting.
- Perspective of skills park and one other agreed to mountain bike design elements in color.
- Illustrative conceptual mountain bike skills park and trail plan with graphics, legend and in color that suitable for presentation that shows all of the trail elements and skills park.
- Conceptual plan report
- Construction drawings for trails and skills park for bid purposes, including erosion and sediment control plans and cost estimates.

- All deliverables will be provided with one hard copy and one CD with electronic copies of each.

## **REFERENCES**

All Offerors shall include a list of five references, from local governments and similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, and phone numbers of all references on the attached Reference Form.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

## **EVALUATION CRITERIA**

The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews/demonstrations and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- A. Overall quality of proposal submitted
- B. Overall qualifications and experience of the firm and any subcontractors, including experience in providing these services;
- C. Capability and experience of the project staff including experience with similar work and as evidenced by submission of resumes of personnel to be assigned to this work;
- D. Work plan, schedule and methodology;
- E. Past record and performance of the firm with respect to schedule compliance, cost control and quality of work; and
- F. Proposed cost of services.

## **BASIS FOR AWARD**

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County.

## **GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)**

**READ CAREFULLY** - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

## **SUBMISSION AND RECEIPT OF PROPOSALS**

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form, if one is furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

#### **IMPORTANT NOTICE – ADDENDUMS AND NOTICES OF AWARD**

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories.

Although 'Notify Me' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, , and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061, Ext. 311.

Questions should be directed to:

Kate Hoyt, Buyer  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018

Phone: (540) 283-8149  
khoyt@roanokecountyva.gov

#### **ACCEPTANCE OR REJECTION OF PROPOSALS**

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

#### **PROPOSAL GUARANTY**

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent

negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

### **SELECTION PROCESS/AWARD OF CONTRACT**

As this is a Request for Proposal, no information regarding the identity of either the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301 of the Code of Virginia**:

**3(a). Procurement of Professional Services.** *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.*

*At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable,*

*the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.*

*Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.*

**3(b). Procurement of other than professional services.** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.

*Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.*

## **INVOICES**

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

## **PERFORMANCE BOND**

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

## **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

## **ACCEPTANCE OF MATERIAL**

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

## **WARRANTY/RETURNS**

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

## **DELIVERY**

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

## **DEFAULT**

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

## **COPYRIGHT OR PATENT RIGHTS**

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

## **TAX EXEMPTION**

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

## **CERTIFICATION AND ABILITY**

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

## **COMPLIANCE WITH LAWS**

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

## **AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

## **RULING LAW**

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

## **NONDISCRIMINATION PROVISIONS**

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

## **INSURANCE**

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

#### **SPECIAL INSTRUCTIONS:**

##### **ANTITRUST**

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

##### **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

##### **ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

##### **CONTRACT**

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price

Schedule and other related documents attached hereto or submitted with this Request for Proposal.

### **MODIFICATION OF CONTRACT**

This RFP and any subsequent contract constitute the entire agreement between the Offeror and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

### **CANCELLATION OF CONTRACT**

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

### **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

### **KICKBACKS**

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

### **DEBARMENT**

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

### **INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts

any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

### **DRUG-FREE WORKPLACE**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor 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.

### **DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT**

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

### **PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

**NOTICE OF PROPRIETARY INFORMATION FORM**  
**RFP #2018-034 EXPLORE PARK MOUNTAIN BIKE SKILLS PARK & TRAIL SYSTEM**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**RFP# 2018-034 EXPLORE PARK MOUNTAIN BIKE SKILLS PARK & TRAIL SYSTEM  
DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT  
CERTIFICATION OF CONTRACTOR**

Full Name of Contractor: \_\_\_\_\_

Description of Contract: \_\_\_\_\_

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: \_\_\_\_\_ Name of Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
TITLE

## SIGNATURE SHEET

### RFP #2018-034 EXPLORE PARK MOUNTAIN BIKE SKILLS PARK & TRAIL SYSTEM

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_

\_\_\_\_\_ FAX # \_\_\_\_\_

\_\_\_\_\_ EMAIL \_\_\_\_\_

FEIN \_\_\_\_\_ VA BUSINESS LICENSE NO. \_\_\_\_\_

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) \_\_\_\_\_

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO  
AUTHORIZED PER VA CODE §2.2-4311.2 \_\_\_\_\_

\_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

**REFERENCE FORM**

**RFP #2018-034 EXPLORE PARK MOUNTAIN BIKE SKILLS PARK & TRAIL SYSTEM**

Name of Entity \_\_\_\_\_

Contact Name and Title \_\_\_\_\_

Email \_\_\_\_\_ Telephone \_\_\_\_\_

Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact Name and Title \_\_\_\_\_

Email \_\_\_\_\_ Telephone \_\_\_\_\_

Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact Name and Title \_\_\_\_\_

Email \_\_\_\_\_ Telephone \_\_\_\_\_

Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact Name and Title \_\_\_\_\_

Email \_\_\_\_\_ Telephone \_\_\_\_\_

Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact Name and Title \_\_\_\_\_

Email \_\_\_\_\_ Telephone \_\_\_\_\_

Length of Business Relationship \_\_\_\_\_



RFP #2018-034

Exhibit A

YOUR DESTINATION FOR  
**EXPLORATION**

