



# ROANOKE COUNTY

Purchasing Division

5204 Bernard Drive, Suite 300-F, P.O. Box 29800

Roanoke, Virginia 24018-0798

TEL: (540) 772-2061 FAX: (540) 772-2074

Heath Honaker  
Purchasing Manager

Phone: (540) 283-8146

[hhonaker@roanokecountyva.gov](mailto:hhonaker@roanokecountyva.gov)

## REQUEST FOR PROPOSALS

**#2018-031**

Professional Services for Design and Construction Administration of Fallowater  
Lane Extension

for

Roanoke County

*Sealed Proposals Due:*

December 4, 2017

2:00 PM

(Local Prevailing Time)

One (1) unbound original

Five (5) bound complete copies

One (1) electronic copy (USB preferred)

## **RFP #2018-031 DESIGN & CONSTRUCTION ADMINISTRATION OF FALLOWATER LANE EXTENSION**

### **GENERAL INFORMATION**

Roanoke County is seeking proposals from qualified vendors to provide design and construction administration of Fallowater Lane Extension.

One unbound original, **five (5)** bound complete copies and **one (1) electronic copy (USB preferred)** of the proposals, in a sealed envelope/package, will be received at and until **December 4, 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 #2018-031 FALLOWATER LANE EXTENSION**" 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:

Heath Honaker, Manager  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018

Phone: (540) 283-8146  
[hhonaker@roanokecountyva.gov](mailto:hhonaker@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**

On September 26, 2017, the Roanoke County Board of Supervisors established a new project in the Virginia Department of Transportation (VDOT) Secondary System Six-Year Improvement Program to design and construct Fallowater Lane Extension. See staff Board Report attached.

This specific project begins the implementation of this recommendation. It is limited to a section of road, designated as Fallowater Lane Extension, from Almond Road to Chevy Road, a distance of approximately 0.25 miles. It is anticipated that the section of road from Electric Road to Almond Road will have an urban local designation with curb and gutter and sidewalk on one side. The existing pavement shall be incorporated into the new road to the extent possible. An important consideration will be to maintain access to the existing businesses during construction and to minimize any adverse impacts to them. A design exception may be needed from VDOT due to the proximity of the existing entrance into the Shell station on VA Route 419. The estimated construction cost is \$1,800,000.

This project is being performed as a Locally Administered Project (LAP) with VDOT (no federal funding). Roanoke County will administer the Preliminary Engineering (PE) phase and VDOT will administer the Right of Way (ROW) phase. The Construction (CONS) phase may be administered by Roanoke County, or by VDOT. A final determination of how the Construction phase will be performed will be determined at a later time.

All work provided by the selected consultant shall comply with the requirements contained in the latest edition of VDOT's Locally Administered Projects Manual (LAP Manual), including all references.

## **SCOPE OF WORK**

The County of Roanoke is soliciting proposals from qualified firms for professional services for design and construction administration of Fallowater Lane Extension. The following specifications are provided for your review and consideration:

The work consists of providing services to collect required information to support road design and construction, design the road with associated utilities, assist VDOT with right of way acquisition, identify and address environmental issues and obtain necessary permits, prepare construction bidding documents, coordinate bidding, provide construction inspection and administration, and provide project close out services. All work shall meet all of the VDOT requirements for non-federal projects, contained in the LAP Manual. VDOT's LAP Manual may be accessed at [http://www.virginiadot.org/business/locally\\_administered\\_projects\\_manual.asp](http://www.virginiadot.org/business/locally_administered_projects_manual.asp).

Work includes, but may not be limited to:

- Participation in project status and coordination meetings with the County, VDOT, and others as appropriate.
- Prepare VDOT forms, maintain project files, and deliver complete files to the County as required by the LAP Manual.
- Perform adequate field survey to locate property lines, topography, above and below grade utilities, and other site improvements.
- Perform adequate investigations to determine condition of the existing pavement to determine to what extent it may be used in the proposed road.
- Coordinate with existing utility owners.

- Prepare construction documents for road construction. Documents will be submitted for County and VDOT review at 30%, 60%, and 90%.
- Provide final construction documents and prepare bidding documents.
- Provide appropriate stormwater management.
- Coordinate with Virginia Department of Historic Resources and VDOT to identify and address any environmental issues.
- Prepare environmental permit applications.
- Prepare supporting documentation for VDOT use in the Right of Way Phase.
- Coordinate utility relocations with utility companies.
- Prepare advertisement for bid.
- Participate in a Pre-Bid Meeting and respond to bidders questions. Prepare addenda.
- Provide construction inspection and construction administration services.
- Lead periodic construction status meetings.
- Address construction issues as they arise. Respond to RFI's. Review Requests for Change Orders and other submittals.
- Review Contractor's Request for Payment Applications and provide payment recommendations.
- Perform Substantial Completion and Final Inspections.
- Prepare Record Drawings and perform other project close out services.

Details of the scope of work may change during the project as Roanoke County decides whether it will administer the Construction phase, or not.

### **SUPPORTING INFORMATION**

The following supporting documents are included as a part of this RFP #2018-031:

- Exhibit A: Board Report given on September 26, 2017, requesting the Roanoke County Board of Supervisors to establish a new project in the VDOT Secondary System Six-Year Improvement Program

The following documents are made available as relevant background information to RFP #2018-031:

- The 419 Town Center Plan webpage, including the draft 419 Town Center Plan document, may be found at: <http://www.roanokecountyva.gov/index.aspx?NID=1701>
- VDOT Local Assistance Manual may be accessed at: [http://www.virginiadot.org/business/locally\\_administered\\_projects\\_manual.asp](http://www.virginiadot.org/business/locally_administered_projects_manual.asp)

### **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, email addresses, and phone numbers of all references on the attached Reference Form. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

### **EVALUATION CRITERIA**

*Several factors will be taken into account when evaluating proposals.*

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

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.

Essential qualifications include:

- Current and ongoing knowledge of Virginia Department of Transportation (VDOT) requirements and procedures.
- Extensive and recent experience with successful locally administered projects.
- Past successful similar projects with Virginia localities.
- Demonstrated ability to provide accurate project construction cost estimates at the 30 and 60 percent design stage.
- Ability to progress the design process to the Right of Way phase as quickly as is prudently possible while meeting all of the requirements.

#### Firm Qualifications

Why is your firm best suited to work for the County on this project? Does the firm have the capability to perform all of the required work? Does the firm have the capacity to respond to the unexpected?

#### Team Member Qualifications

Why your proposed team members are best qualified for this project?

#### Project Experience

Does the project experience demonstrate the ability to successfully complete this project? What roles did the proposed team members fulfill on these projects? How do these projects relate to our project? Were the clients' goals accomplished? How well did the final project track with the budget and schedule?

#### Demonstration of Project Understanding

How well does the submittal indicate that the Offeror understands the project, the County's goals, critical issues, and presents a clear roadmap of how the project will be performed and completed?

### **SUBMITTAL REQUIREMENTS**

The Submittal shall be no longer than 30 sheets that may be printed on front and back, and should include the following:

- Transmittal letter  
Express interest and highlight important qualifications.
- Firm Qualifications  
Provide brief description of firm, size, history, usual types of clients and work that it performs, location, and other pertinent information.
- Identification of Key Team Members  
Provide organizational chart with key team members and their role.
- Key Team Member Qualifications  
Brief resumes that present key team members' relevant education, abilities, and experience.

- **Project Understanding**  
Describe how you propose to perform the work. Identify critical issues and how they will be addressed. Explain how budget and schedule will be managed.
- **Related Experience**  
Descriptions of similar work performed on different projects. Identify key team members that worked on each project. Provide references with contact information (telephone numbers and e-mail addresses).
- **Proposed Schedule**  
Indicate when team can begin work and indicate a realistic schedule to complete the Preliminary Engineering Phase and for VDOT to begin the Right of Way Phase. Assuming a one year period for VDOT's performance of the Right of Way Phase, provide a projected schedule through the Construction Phase. Provide anticipated milestone dates. Roanoke County desires to progress towards construction as expeditiously as possible, while meeting VDOT requirements. Prospective consultant suggestions on ways to accelerate the schedule are welcome.

### **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 and included in this RFP document. 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. Any 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:

Heath Honaker, Manager  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018

Phone: (540) 283-8146  
[hhonaker@roanokecountyva.gov](mailto:hhonaker@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. The Offeror must guarantee that if such proposal is accepted the Offeror 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 neither 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 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 workers' 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 its 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 its 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 it 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. Insurance shall be written with a limit of liability of not less than \$1,000,000 aggregate per project.

CONTRACTOR'S Professional Liability Insurance issued to the CONTRACTOR and indemnifying it from all relevant claims, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by it or by any subcontractor under it. Insurance shall be written with a limit of liability of not less than \$2,000,000 per occurrence; and a limit of liability of not less than \$4,000,000 annual aggregate.

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, Workers' 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 Workers' 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 Worker' 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 Offer or 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 #2018-031 DESIGN & CONSTRUCTION ADMINISTRATION OF FALLOWATER LANE**  
**EXTENSION**

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).



## SIGNATURE SHEET

### RFP #2018-031 DESIGN & CONSTRUCTION ADMINISTRATION OF FALLOWATER LANE EXTENSION

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 \_\_\_\_\_

*To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.*

**REFERENCE FORM**

**RFP #2018-031 DESIGN & CONSTRUCTION ADMINISTRATION OF FALLOWATER LANE  
EXTENSION**

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 \_\_\_\_\_

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*To receive consideration for award, this Reference Form must be returned to the Purchasing Division, as it shall be a part of your response.*