



# County of Roanoke

## FINANCE DEPARTMENT PURCHASING DIVISION

November 16, 2017

Heath Honaker  
Roanoke County Purchasing Manager  
5204 Bernard Drive SW, Suite 300F  
Roanoke VA 24018  
(540) 283.8146  
(540) 561.2823 - (FAX)

### REQUEST FOR PROPOSAL

**RFP # 2018-028**

For

**Architectural & Engineering Services for the  
Roanoke County Public Service Center**

One (1) Original, Five (5) Complete Copies and One (1) Electronic Copy  
(USB FLASH DRIVE Preferred) of Sealed Proposals Due

**Proposals Due: January 5, 2018  
2:00 P.M.  
(Local Prevailing Time)**

**A Non-Mandatory Pre-Proposal Conference will be held on Wednesday,  
December 6, 2017 at 1:30 PM(EST) to provide a Q&A Session.**

**This meeting will be held at 5204 Bernard Drive SW Roanoke VA 24018 on the 4th  
Floor Training Center - Room 438.**

**Offerors are not to visit the site or have conversations with personnel prior to or  
subsequent to this scheduled conference.**

**RFP # 2018-028**  
**Architectural & Engineering Services for the**  
**County of Roanoke Public Service Center**

**DESCRIPTION:**

The County of Roanoke is requesting formal, sealed proposals from professional Architectural & Engineering firms registered and licensed to practice in the Commonwealth of Virginia to provide Architectural and Engineering (A&E) services for a new Public Service Center. The attached related documents provide specifications and background material for review and consideration in development of a detailed proposal.

**PURPOSE:**

The County of Roanoke, Virginia is seeking proposals from qualified architectural firms to provide planning, assessment, design, engineering, construction administration, interior design, signage, and other related services for construction of one more of the projects described below to replace the existing Public Service Center. Although the full extent of architectural services will be defined through negotiations with the selected firm, considerable experience in designing successful, functional and appropriate public buildings and spaces is required.

**SCOPE OF WORK:**

The Roanoke County **Public Service Center** complex located at 1206 and 1216 Kessler Mill Road in Salem, Virginia houses multiple operations to include:

- General Services Department administration, solid waste operations, facilities management operations/storage needs, and welding/fabrication and small engine repair shops.
- Stormwater Operations Division for the Department of Community Development.
- Parks Recreation and Tourism Department headquarters and multiple district parks maintenance shops.
- Communications/IT Department shop and tower maintenance operations.
- Finance Department surplus storage warehouse

The existing site of +/- 13.3 acres includes a primary facility of +/- 70,000 square feet with multiple smaller structures on the site for various uses. Due to the condition of the facility, operational issues, significant stormwater challenges, and location of the primary facility within the Federal Emergency Management Agency (FEMA) designated 100-year flood plain, the County's Fiscal Year (FY) 2017 Capital Improvement Plan (CIP) included the commissioning of a Building Planning Study for replacement options. The County contracted with the A&E firm of Thompson and Litton for this study (attached for reference). The study contemplates combinations of multiple options that include both tangible locations available as of the report as well as to be determined options based on specific programming needs.

Based on this study and internal analysis, the County's current FY 2018 CIP plan authorizes the procurement of Architectural and Engineering (A&E) services for a replacement strategy that best blends operational efficiencies with overall cost effectiveness. The planned replacement of the **Public Service Center** includes multiple projects that include:

1. Renovation/expansion of the County's Fleet Services Center located at 5263 Hollins Road. The County has contracted to purchase an adjacent property consisting of +/- 1.82 acres with a warehouse facility containing approximately 22,500 square feet. Closing will occur on or before July 10, 2019. Based on the current planned utilization of the site and facility, significant site or facility work is not anticipated for this property.

The final design for utilization of the combined sites and subsequent construction will be determined on collaboration with the selected A&E firm however, Appendix C, Exhibit V of the attached Building Planning Study provides a conceptual option developed to confirm feasibility of utilization.

The County's Fleet Service Center was completed in 2010 and was designed with the intention of potential future expansion. Functions planned for relocation on the combined sites include:

- All General Services Department operations.
- Communications/IT Department shop and tower maintenance operations.
- Surplus warehouse storage needs. It is intended that the existing warehouse facility acquired will provide inherent surplus storage needs as well as provide applicable warehouse storage for other on-site functions.

In addition, site needs include a fuel island to accommodate heavy equipment such as solid waste vehicles. While diesel and gasoline storage/dispensing is preferred, diesel capability is the priority. Also, a wash bay structure (or equivalent capability) will be necessary on-site.

2. Utilization of the existing **Public Service Center** western portion of the site not located in the flood plain for the County's Stormwater Operations Division. This location already provides the necessary exterior material and equipment storage for the Stormwater Division.

A conceptual representation for possible use of this area is provided in Appendix C, Exhibit III of the attached Building Planning Study. Depending on the eventual end use plans for the southern portion of the site that contains the existing primary **Public Service Center** facility and site access from Kessler Mill Road, related needs may include but not be limited to parcel subdivision and/or access/utility easements for the Stormwater Operations site.

3. Relocation of existing Parks, Recreation and Tourism (PRT) functions at a location to be determined. Multiple conceptual options were evaluated in the Building Planning Study, however are not viable options at this time.

The County will continue to evaluate viable options. The current intent is to relocate two PRT district shops located on the **Public Service Center** site to Green Hill and Waldron Parks respectively. This will be subject to review pending final site determination for PRT operations.

4. Determination and planning related to the highest and best use of the eastern portion of the **Public Service Center** site and existing facility. There is currently not an identified County government use for the facility or section of the site. Upon determination, related

options may include re-purpose for a non-County government use, partial/complete demolition and subsequent site work.

Sequencing of these projects will require planning to ensure continuity of functions and services currently delivered from the **Public Service Center** and Fleet Center locations.

*Roanoke County may elect to utilize on-site Construction Observation services for construction. Offerors are encouraged to propose such services if they are available. The County may choose to utilize these services through the selected A&E firm(s) or procure separately.*

The projects associated with the replacement of the Public Service Center will not be required to meet LEED™ certification. However, sustainable design practices should be incorporated. Particular interest should be given to systems, equipment, and components that provide efficiencies in utilization, maintenance, utility consumption, and overall life-cycle cost. An enhanced commissioning process for mechanical systems will be included.

### **SUBMISSION OF THE PROPOSAL**

**One (1) original, Five (5) copies and one (1) electronic copy (USB FLASH DRIVE preferred)** of the sealed proposal will be accepted at and until **2:00 PM (local prevailing time) on January 5, 2018**, at the Department of Finance, Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018-0798. As this is a sealed formal Request for Proposal, faxed proposals will **NOT** be accepted. It is the responsibility of the Offeror to insure that their responses are received by the above date and time or they will be returned to the Offeror unopened. All responses must have the proposal number and title clearly marked on the outside of the sealed package.

**Pre-Proposal Conference:** A **Non-Mandatory** pre-proposal meeting will be held at 5204 Bernard Drive SW Roanoke VA 24018 in the 4<sup>th</sup> Floor Training Center – Room 438 at 1:30 P.M. on Wednesday, December 6, 2017. **The meeting is not mandatory, but highly recommended.**

### **PROPOSAL INFORMATION**

Any expenses for proposal development are entirely the responsibility of the vendor and will not be reimbursed in any manner. As this is a request for proposal, no information regarding the identity of the Offerors or the contents will be released until after the negotiation process. Once an award has been made, all proposals will become public information.

Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. All proposals should be as thorough and as detailed as possible so that Roanoke County may properly evaluate the Offeror's capabilities to provide the requested product and/or service.

**NOTE: Proposals must be limited to thirty-five (35) pages in length. A page is defined as back and front of a single sheet of paper.**

All proposals must be made on the basis of and either meet or exceed the requirements contained herein. Emphasis should be on completeness and clarity. Only responsive and responsible proposals will be considered. Proposals that do not meet or that change the requirements in this proposal may be rejected as being non-responsive. An Offeror by making a proposal represents that:

- a) Offeror has read and understands the Request for Proposal, and his proposal is made in accordance therewith.
- b) Offeror is familiar with the scope of the project requirements.
- c) Offeror's proposal is based upon the services described in the RFP.
- d) Offeror has satisfied himself from his own investigation of the conditions to be met that he fully understands his obligation and that he will not make any claim for or have the right to cancellation or relief from the contract because of any misunderstanding or lack of information.

An Offeror must promptly notify the Roanoke County Purchasing Office of any ambiguity, inconsistency, or error, which he may discover upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the Buyer listed in this proposal.

Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding. Offerors must not rely upon such interpretations, corrections, or changes. Roanoke County Purchasing Office will issue all addenda. The complete proposal response to the RFP must include:

- a) Completely filled out proposal form/s signed by an authorized representative of the company.
- b) The legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a partnership, or any other legal entity. The person(s) legally authorized to bind the Offeror to a contract must sign the proposal. The Offeror must include a statement that their firm is authorized to do business in the Commonwealth of Virginia.

### **GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP**

**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. Roanoke County solicits participation from minority-owned businesses.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact (540) 772-2061. We require that you provide at least 48 hours' notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodations or assistance, which may be required for your participation.

### **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 or EMAILED PROPOSALS WILL BE ACCEPTED.

- (b) 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.
- (c) The **original proposal** response must not be permanently bound as to allow for document scanning for internal recordkeeping and **One** (1) electronic copy on a USB FLASH DRIVE is preferred as well as **Five** (5) copies for committee members.

### **ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:**

All related documents will be made available for download on the County of Roanoke website: [www.RoanokeCountyVA.gov/purchasing](http://www.RoanokeCountyVA.gov/purchasing).

Vendors may use the 'Notify Me' module on the County website to receive emails and/or text message notifications regarding bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the responsibility of the Vendor to keep information current in the system in order to receive the notifications.

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) 772-2020.

### **Questions Regarding the Proposal:**

Any inquiries regarding this proposal shall be in writing and sent to Heath Honaker (information below), Roanoke County Purchasing Manager, by fax; email; or mail. Questions received will be attempted to be answered, but will not be reason to delay the closing time of the proposal.

Heath Honaker  
Roanoke County Purchasing Manager  
5204 Bernard Drive, SW, Suite 300F  
Roanoke, VA 24018  
Telephone: 540.283.8146  
Fax: 540-561-2823  
Email: [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. Any award made for this solicitation may include one, multiple or all phases.

## **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 proposal 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.

## **Evaluation Criteria**

1. Company background, staffing and experience: The character, integrity, reputation, judgment, experience and efficiency of the proposer.
2. References: Provide five (5) references with contact names, companies and phone numbers. These references must be for clients that have contracted for the same types of services. Offerors must use the reference form included with this proposal request.
3. The quality of performance for previous contracts or services.
4. Proposal submission completeness and compliance with the specifications.
5. Specific project experience that relates to the design and construction of public buildings of this type and scope.
6. Evidence of competent design work to plan attractive, accessible, and functional work places and public spaces.
7. General understanding of the project, project approach and demonstrated capabilities to achieving a cost effective project that meets all project requirements.

8. Experience and evidence of knowledge of architectural principles that provide for sustainable aspects while maximizing life-cycle utilization and cost efficiencies.
9. Evidence of ability to incorporate evolving technologies into a long-term service plan.
10. History of effective schedule and budget management for projects of similar scale and budget.
11. Availability of staff to meet Roanoke County's design and construction schedule.
12. Experience working effectively with client groups to design and plan workspaces; experience participating in public informational meetings and appearing before elected boards.
13. Qualifications of assigned staff, including experience with similar projects; successful teamwork on complex projects.
14. Experience leading the preparation of permit documents and managing land use and building permit processes.
15. Proposed scope of involvement with the County and a third party Value Engineering analysis should such be required.

#### **Selection Process/Award of Contract**

The selection process will be in accordance with Section 2.2-4301 of the Code of Virginia. The County shall engage in individual discussions with Offerors deemed most 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. Such 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. These discussions may encompass nonbinding estimates of costs.

This proposal will be evaluated as a "Professional Service".

The selection process will be in accordance with **Section 2.2-4302.2** of the Code of Virginia:

4. For 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. In addition, offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the offeror. 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. In accordance with § 2.2-4342, proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, the public body shall not request or



require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations. 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 and pursuant to contractual terms and conditions acceptable to the public body, 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.

### **Invoices**

Unless otherwise stated, 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 bids/rfps.

### **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 Offerors 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 thereby 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.

### **A/E Liability Insurance**

The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions. The A/E may provide a Certificate of insurance indication coverage in the amount of \$2,000,000 per claim and \$3, 000,000 in the aggregate.

The A/E shall maintain this insurance coverage in force after completion of the services under the contract for a period of five years after final completion of construction or the A/E may purchase a "completed operations" coverage for the project or projects.

The A/E shall be and remain liable to the County of Roanoke for all costs of any kind which are incurred by the County Of Roanoke as a result of negligent acts, errors, or omissions on the part of the A/E including its sub-contractors and consultants, in the performance of any of the services furnished.

### **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, 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**

Prior to awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C) ).

### **Ownership of Documents and Materials**

Ownership of all materials and documentation (hard copy and electronic formats) including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between the Owner and the A/E, shall belong exclusively to the Owner. These materials and documentation, whether completed or not, shall be the property of the County of Roanoke whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

## **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 #2018-028**

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

Section Title	Page Number	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).

**SIGNATURE SHEET (REQUIRED)**

**RFP #2018-028 Architectural and Engineering Services for Public Service Center**

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 Roanoke Valley Consortium, 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 Roanoke Valley Consortium, 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 **(REQUIRED)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

***To receive consideration for award, this Signature Sheet must be returned with your proposal, as it shall be a part of your response.***



**REFERENCE FORM (REQUIRED)**

**RFP # 2018-028 Architectural and Engineering Services for Public Service Center**

Name of Entity: \_\_\_\_\_ Contact: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Description of Project(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Entity: \_\_\_\_\_ Contact: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Description of Project(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Entity: \_\_\_\_\_ Contact: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Description of Project(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Title: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Description of Project(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Entity: \_\_\_\_\_ Contact: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Description of Project(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***To receive consideration for award, this Reference Form must be returned with your proposal, as it shall be a part of your response.***