



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Issued September 12, 2018

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

REQUEST FOR PROPOSAL

RFP # 2019-004

Planning, Architectural & Engineering Open-End Services

for

**Roanoke County, Roanoke County Public Schools, and the Roanoke Valley-
Alleghany Regional Commission**

Federal Funded Projects

*One (1) original, Nine (9) Copies, and (1) Electronic Copy (USB Flash Drive Preferred)
of Sealed Proposals Due*

**Proposals Due: October 24, 2018
2:00 P.M.
(Local Prevailing Time)**

**A Non-Mandatory Pre-Proposal Conference will be held on Wednesday October 3,
2018, at 1:00 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 # 2019-004 Architectural & Engineering Open-End Services Federal Funded Projects

SCOPE OF WORK

The County of Roanoke, on behalf of the County, Roanoke County Public Schools, and the Roanoke Valley-Alleghany Regional Commission is requesting formal, sealed proposals from professional Architectural & Engineering firms registered and licensed to practice in the Commonwealth of Virginia to provide multiple open-end contracts for certain Planning, Architectural and Engineering (PA&E) services. Please see the provided Q&A Document as well, provided as a separate Attachment.

The intent of this solicitation is to change the current process in place for the PA&E Services Contracts for the County of Roanoke and Roanoke County Public Schools and the Roanoke Valley-Alleghany Regional Commission. The past procedure was to award multiple contracts to multiple vendors to any or multiple of our PA&E Service disciplines in which the suppliers were qualified. This new process will reduce the overall number of awarded contracts and vendors by grouping service disciplines together and awarding these contracts to a smaller number suppliers.

Please note there are two similar PA&E Services Solicitations for Roanoke County. One will be used. This RFP # **2019-004 Planning, Architectural & Engineering Open-End Services**, this RFP may be used for **Federally Funded Projects for Roanoke County, Roanoke County Public Schools, and the Roanoke Valley-Alleghany Regional Commission.** The second RFP **2019-005 Planning, Architectural & Engineering Open-End Services may be used for Non Federal Funded Projects** for Roanoke County and Roanoke County Public Schools and the Roanoke Valley-Alleghany Regional Commission. Offerors may respond to one or both solicitations.

The total number of awarded contracts will be at the discretion of an internal committee. Contracts will be awarded in groupings of similar/alike services. Examples of such groupings are shown below.

- Architecture, Civil Engineering, Surveying, Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, and Construction Administration/Value Engineering
- Geotechnical Engineering, Construction Testing and Inspections, and Environmental Engineering
- Traffic/Transportation Planning and Engineering

The Final groupings will be determined and selected by an internal review committee.

SUBMISSION OF THE PROPOSAL

One (1) original, Nine (9) Copies, and one (1) electronic copy (USB flash drive preferred) of the sealed proposal will be accepted at and until **2:00 P.M (local prevailing time) October 24, 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.

The County of Roanoke, Roanoke County Public Schools, and the Roanoke Valley-Alleghany Regional Commission shall provide the mechanism for the evaluation of all information received, the final determination of responsible offeror, and reserves the right to waive informalities and irregularities and to accept or reject any or all proposals. Proposals shall be as thorough and detailed as possible so that the Owner 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.

As this is a request for proposal, all responses shall be opened in private with no information regarding the identity or the contents being released until after the negotiation process. Once an award has been made, all proposals will become public information. If your proposal contains **proprietary information please make note of such on the form provided in the proposal packet with a brief explanation.**

Complete proposal documents may be obtained by downloading from our website at <http://www.roanokecountyva.gov/bids.aspx> , by faxing a request to (540) 561-2823, phoning (540) 772-2061, or may be picked up at the Roanoke County Finance Department/Purchasing Division, located at 5204 Bernard Drive, Suite 300-F, Roanoke, VA.

Proposals should be complete. Any inquiries regarding this proposal shall be in writing and sent to Heath Honaker by email to hhonaker@roanokecountyva.gov; or mailed to the above address. Questions received will be attempted to be answered, but will not be reason to delay the closing time of the proposal.

Roanoke County, Roanoke County Public Schools, and the Roanoke Valley-Alleghany Regional Commission solicit participation from minority-owned and female owned businesses.

PURPOSE

The purpose and intent of this Request for Proposal (RFP) is to solicit formal sealed proposals from qualified firms to establish multiple contracts, through competitive negotiation, in an effort to expedite planning and design for a broad range of projects. This solicitation is issued by the County of Roanoke on behalf of the County of Roanoke and Roanoke County Public Schools and the Roanoke Valley-Alleghany Regional Commission, herein referred to collectively as Owner. The Owner intends to obtain professional services of, but not limited to, the following disciplines: Architects, Engineers, Surveyors, Planning Firms, and Construction Management.

For ease of reference, each organization submitting a response to this Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Firm".

The contents of the proposal submitted by the successful Offeror, this RFP (including

general and special terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Firm(s) will be expected to sign a contract with the Owner.

BACKGROUND

The Owner frequently requires professional planning, architectural and/or engineering services for investigations, studies, reports, cost estimates, designs, bid documents, and construction administration. The objective of this RFP is to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for professional services. Any resulting contract shall be non-exclusive and no specific value or amount of work is guaranteed as a result of this RFP.

OWNER'S RIGHT TO ISSUE SOLICITATIONS AND PROJECT ORDERS

The Owner reserves the right, at its sole discretion, to issue RFP's for similar work and other projects as the need may occur. The Owner also reserves the right, at its sole discretion, to issue purchase orders to any other Open-End Firms based on its evaluation of each Firm's qualifications, expertise capabilities, performance record, current workload, location or distance to the project, and other factors as may be pertinent to the particular project.

STATEMENT OF NEEDS

The scope of services for projects assigned under any contract resulting from this RFP will vary according to requirements. Each project shall be negotiated separately. The successful Firm(s) will be required to use terms and conditions and bidding instructions designated and/or prepared by the Owner for any documents prepared for purposes of bidding projects. The Owner will accept proposals for one, or a combination of, the disciplines outlined below. **The Owner reserves the right to add to or delete disciplines to continually respond to and meet the Owner's needs.**

Architectural Services:

Architectural Services may consist of, but are not limited to the following:

- Facilities requirements and utilization
- Feasibility studies for new, renovation and alteration projects
- Preparation of preliminary documents, working drawings and specifications
- Studies and audits for compliance with federal, state and local regulations
- Services related to minor, and/or new construction, renovation and alteration projects to include planning, handicapped accessibility, project evaluation, electrical engineering, mechanical engineering, structural engineering, civil engineering, landscape architecture, conceptual design, and land survey
- Development of maintenance management programs.
- Development of High-Performance Facilities.
- Sustainable design services including LEED certified design (or equivalent), energy efficient design or Energy Star certified design, energy efficiency evaluations/studies and/or energy modeling
- Bidding and negotiation
- Construction administration
- Additional services as may be required/requested by the Owner

Civil Engineering Services:

Civil Engineering services, as an independent contract(s) from Architectural Services, may consist of, but not be limited to, the following:

- Site requirements
- Design/evaluation of site drainage and storm water management
- Design/evaluation of traffic control and/or circulation
- Design/evaluation of on-site survey sanitary sewer treatment facilities and utilization studies
- Feasibility studies
- Design and preparation of preliminary documents, working drawings and specifications
- Design, investigation, and analysis of potable water systems.
- Development of maintenance management programs.
- Additional services as required/requested by the Owner for new construction or modifications to existing sites to include, but not be limited to planning, project evaluation and land survey.
- Studies and audits for compliance with federal, state and local regulations
- Land Use Planning
- Bidding and negotiation
- Construction administration
- Additional services as may be required/requested by the Owner

Surveying Services:

Surveying services, as an independent contract(s) from Architectural Services, may consist of, but not be limited to, the following:

- Plat preparation for easements, right-of-way, property conveyance, etc.
- Boundary surveys including deed research.
- Topographic and as-built surveys.
- Surveys for design/evaluation of drainage, storm sewer, transportation, etc.
- Hydrology/hydraulic studies and designs.
- Prepare cost estimates for proposed design/construction.
- Additional services as may be required/requested by the Owner.

Structural Engineering:

Structural Engineering services, as an independent contract(s) from Architectural Services, may consist of, but not be limited to the following:

- Facility requirements and utilization studies
- Feasibility studies for renovation and alteration projects
- Design and preparation of preliminary documents, working drawings and specifications
- Development of maintenance management programs.
- Investigations and analysis of existing structures.
- Additional services as required/requested by the Owner for minor and/or new construction or renovation projects to include planning and project evaluation
- Studies and audits for compliance with federal, state and local regulations,
- Additional services as required/requested by the Owner.

Mechanical Engineering:

Mechanical Engineering services, as an independent contract(s) from Architectural Services, may consist of, but not be limited to, the following:

- Facility requirements and utilization studies
- Feasibility studies for renovation and alteration projects
- Design and preparation of preliminary documents, working drawings and specifications
- Investigations and analysis of existing mechanical systems
- Development of maintenance management programs.
- Additional services related to minor and/or new construction or renovation projects to include planning and project evaluation
- Studies and audits for compliance with federal, state and local regulations
- Bidding and negotiation
- Construction administration
- Additional services as required/requested by the Owner

Electrical Engineering:

Electrical Engineering services, as an independent contract(s) from Architectural Services, may consist of, but not be limited to, the following:

- Facilities requirements and utilization studies
- Feasibility studies for renovation and alteration projects
- Design and preparation of preliminary documents, working drawings and specifications
- Investigations and analysis of existing electrical systems
- Development of maintenance management programs.
- Additional services related to minor and/or new construction or renovation projects to include planning, handicapped accessibility and project evaluation
- Studies and audits for compliance with federal, state and local regulations
- Bidding and negotiation
- Construction administration
- Additional services as required/requested by the Owner

Plumbing Engineering:

Plumbing Engineering services, as an independent contract(s) from Architectural Services, may consist of, but not be limited to, the following:

- Facility requirements and utilization studies
- Feasibility studies for renovation and alteration projects
- Design and preparation of preliminary documents, working drawings and specifications
- Development of maintenance management programs.
- Investigations and analysis of existing plumbing systems
- Additional services related to minor and/or new construction or renovation projects to include planning, handicapped accessibility and project evaluation
- Studies and audits for compliance with federal, state and local regulations
- Bidding and negotiation
- Construction administration
- Additional services as required/requested by the Owner

Construction Administration/Management:

Construction Administration/Management Services as an independent contract from Architectural or Engineering Services may consist of, but not be limited to, the following:

- Administer construction contracts in accordance with applicable laws and regulations to include interpreting requirements, monitoring performance to ensure compliance with contract requirements and inspect, evaluate and make recommendations to the Owner for approval of construction.
- Act on behalf of the Owner regarding all contact with a construction contractor; serve as liaison between the Owner and the construction contractor.
- Monitor construction work progress and determine payment due for complete work and issue certificates for payment based on actual completed work and the evaluation of such work for conformance with the contract.
- Reject work which fails to comply with specifications and requirements of the construction contract documents.
- Prepare change orders approved by the Owner.
- Review, approve/disapprove shop drawings, samples, and other submissions to determine compliance and conformance with the Contract Documents
- Development of maintenance management programs.
- Value Engineering Services
- Constructability reviews of designs prepared by others
- Bidding and negotiation
- Construction administration
- Additional services as required/requested by the Owner.

Geotechnical Engineering:

Geotechnical/Quality Control Engineering services as an independent contract(s) from Architectural Services may consist of, but not be limited to, the following:

- Studies, reports and investigations of existing and proposed sites for suitability of soils and adequate bearing capacity for footings common to school buildings.
- Investigations of structural failures believed caused by sub-surface conditions.
- Advise the Owner on proposed pavement design and rehabilitation, correction of drainage and site problems related to soil conditions
- Studies and audits for compliance with federal, state and local regulations
- Additional services as required/requested by the Owner

The firm shall have drilling and laboratory facilities adequate to perform bearing capacity, soil compaction, soil classification (AASHTO and Unified), CBR and determination of rock profiles.

Construction Inspection and Testing Services:

Construction Inspection and Testing services, as an independent contract(s) from Architectural or other engineering services may consist of, but not be limited to the following:

- Provide consultation regarding construction and building materials specifications and applications.
- Services include, but are not limited to, performing inspection and testing for foundations, structural backfills, concrete work, structural steel, fireproofing,

- bituminous asphalt, and other related services.
- Development of maintenance management programs.
- Additional services as required/requested by the Owner.

All inspection and testing services shall be in accordance with the most recent American Society for Testing Materials (ASTM) test methods or other appropriate test methods agreed upon by the Owner.

Environmental Engineering:

Environmental Engineering services, as an independent contract(s) from Architectural or Engineering Services may consist of, but not be limited to, the following:

- Phase I services to include but not limited to: physical description of site; determination of adjacent land use; preparation of land use history and review of records associated with the site, and; submission of a written report summarizing conclusions of studies and land use recommendations
- Phase II services to include but not limited to: planning and execution of a sampling program(s); installation and sampling from monitoring wells; analyzing samples obtained from sampling activities, and; submission of written reports summarizing results of sampling and analysis activities and recommendations for use and development of lands
- Phase III services to include but not limited to: preparation of plans and specifications for remediation of environmental problems; project management and remediation activities, and; preparation of written reports and recommendations for regulating bodies
- Environmental activities related to transportation projects including NEPA document preparation, SERP studies and evaluations, permitting, and other activities as necessary;
- Environmental studies including, cultural and natural resources, and endangered species, and surface water impacts associated with proposed developments. This may also include environmental due diligence on property acquisitions and environmental monitoring to meet specific permit conditions;
- Asbestos, lead paint and radon testing and evaluations including management and oversight of third party contractors and consultants as required;
- A variety of environmental services related to above and below ground petroleum storage tanks including, pollution prevention, spill response removal and installation issues and other services as required;
- VPDES permitting, training, public outreach and general program management assistance.
- Miscellaneous services including noise and odor analyses, regulatory compliance auditing, training, environmental feasibility studies, and other applications as necessary;
- Hazardous materials assessment and remediation, spill response, handling and related services;
- Environmental grant proposals, implementation, and administrative management;
- Appearances before various regulatory agencies, groups and/or Boards to present and explain reports and recommendations, and court appearances made necessary by litigation, and;
- Additional “as needed” services related to this Scope of Services.

Traffic/Transportation Planning and Engineering:

Traffic/Transportation Planning and Engineering services, as an independent contract(s) from Architectural or Engineering Services may consist of, but not be limited to, the following:

- Review and/or evaluation of traffic impact analyses, capacity analyses and signal warrant analyses.
- Review/Advise and/or conduct right of way acquisition and real estate acquisition.
- Conduct transportation, operational, and feasibility studies.
- Conduct conceptual design and context-sensitive design.
- Conduct preliminary engineering design.
- Prepare cost estimates for transportation/traffic solutions.
- Conduct traffic counts in accordance with VDOT requirements.
- Prepare concept and detailed drawings for proposed access, road improvement and other transportation related projects including Greenway and trail projects.
- Additional services as required/requested by the Owner.

PROCEDURES FOR ORDERING SERVICES

The Owner will request a lump sum fee or hourly rate proposal for each project:

Lump Sum Fee Project Orders: Lump sum fees shall be negotiated individually based on the negotiated contract rates, for each project and issued as a separate Purchase Order.

Hourly Rate Project Orders: When the scope of services involves work of such nature that the Firm cannot reasonably estimate the time which would be required to provide the services, the Owner may agree to an Hourly Rate based on the actual hours worked multiplied by the contract hourly rates and other approved expenses. A maximum Project Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Project Orders. When an Hourly Rate Project Order is used, the Firm shall submit detailed time records, documentation for other expenses, and such other evidence as the Owner may require to support its billing request.

At its own expense, the Firm shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal for accomplishing the work. The Firm shall not perform any work that has not been authorized by the Owner in writing. The Firm assumes all risk and financial liability for any services rendered without such proper authorization. If any Project Order appears indefinite, unclear or contradictory, the Firm shall consult with the Owner's representative for interpretation and clarification prior to the Firm's commencement of work on that Project Order. The Firm shall be responsible for conveying the interpretation and/or clarification of any Project Order to its employees, agents or subcontractors or sub-consultants.

Should additional services be requested beyond the scope of any executed Project Order/Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.

The Firm's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.

Firm shall be responsible for any work not expressly set out in any Project Order but which may be reasonably implied for proper completion of the Project Order.

The Owner reserves the right, at its sole discretion, to issue purchase orders to any Open-End Firm based on its evaluation of each Firm's qualifications, expertise, capabilities, performance record, current workload, location or distance to the project and other factors as may be pertinent to a particular project.

Purchase Order Restriction: No individual purchase order shall exceed \$60,000 unless written approval is given by County or School Administration. Any project may have a separate RFP issued if that is deemed to be in the best interest of the Owner.

TERM OF CONTRACT

The contract term shall be for a period of one (1) year from date of award. At the Owner's option, the contract may be extended for four (4) additional one (1) year periods, under the terms of the current contract upon mutual consent of the Owner and Firm. The Fee Schedule may be adjusted at the end of the initial contract period (and at the end of each extension period, if applicable), upon mutual agreement of both parties. The adjustment to the fee schedule shall not exceed the percentage increase for the previous twelve (12) months in the Consumer Price Index, U.S. Cities average, Other Services, as adjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the Owner reserves the right to select another appropriate index.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

General Requirements:

RFP Response. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and Nine (9) Copies and One (1) electronic copy (usb flash drive preferred) of each proposal must be submitted to the Purchasing Division. The Offeror shall make no other distribution of the proposal.

Proposal Preparation:

An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and /or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Please reference the specific proposal requirement being addressed in your responses. It is helpful to repeat the text of

the requirement as it appears in the RFP. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk lower evaluation scores if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information, which it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described. Interviews may or may not be scheduled so it is important to provide a concise description of qualifications in your proposal.

The original proposal response must NOT be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on USB Flash Drive is preferred.

Specific Proposal Requirements:

Certification page and the return of this completed RFP and any addendum's, acknowledgments, signed and filled out as required, including the insurance check list.

Expertise and experience of the firm relative to the scope of services contained in this RFP. Offeror shall attach Standard Form SF 330.

Briefly outline the Firm's approach to providing the required services and identify a plan for response as to required projects (which may be multiple at times).

Note to Offerors: Due to the anticipated volume of responses to this RFP, Offeror's are strongly encouraged to provide as concise a proposal as possible which addresses all requirements.

EVALUATION AND AWARD CRITERIA

Award of Contract: The Owner shall engage in individual discussion with three 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. If less than three expressions of interest are received, the Owner will contact the VDOT Project Coordinator to determine if the selection may continue. Repetitive informal interviews may be conducted. 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. At the discussion stage the Owner may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of prices for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Owner shall select, in the order of preference, three 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 purchasing agency 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 fair and reasonable price. Should the Owner 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.

The Owner's intention is that multiple contracts will be awarded as result of this RFP and reserves the sole right to negotiate and award one or more contracts by discipline/group to one or more Firms selected under this RFP. Further, contract award for services specified in this RFP are non-exclusive and does not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar planning, architectural and/or engineering services.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the Owner's best interest. The Owner may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.)

Evaluation Criteria: An Evaluation Committee will evaluate the proposals using the following criteria.

METHOD AND PLAN FOR PROVIDING SERVICES

- Understanding of Scope
- Proposed Approach
- Expertise, experience and qualifications of team in providing services as related to the scope of services.

QUALIFICATIONS AND EXPERIENCE

- Team Experience
- Organization Capabilities
- Expertise, experience and qualifications of team in providing services as related to the scope of services

REFERENCES

- Quality of workmanship and performance of the consultant: Past performance on contracts with respect to such factors as control of costs, coordination and quality of work, and ability to meet schedules.
- Expertise, experience and qualifications in project management as related to the scope of services.

ORGANIZATIONAL CAPABILITY

- Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants

CONTINGENT FEE WARRANTY

The Firm warrants that it has not employed or retained any person or persons not generally associated with Firm for the purpose of soliciting or securing this agreement. The Firm further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or signing an agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.

INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Owner reserves the right to require the Firm to furnish the certificates of insurance for the coverage required to the Procurement Division.

AUTHORITY TO BIND FIRM IN CONTRACT

Proposals must include full name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind the Firm in the contract. Firm name and authorized signature must appear on the proposal in the space provided.

SEVERABILITY

In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

PERFORMANCE: UNACCEPTABLE PERFORMANCE

The Owner reserves the right to inspect all operations and to withhold payment for any work not performed to or performed not in accordance with specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. Firm shall correct deficiencies within twenty-four (24) hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

FOR QUESTIONS

For questions about this Request for Proposal, please contact the following:

Heath Honaker, Purchasing Manager
Phone (540) 283-8146
Fax (540) 561-2823
E-mail: hhonaker@roanokecountyva.gov

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. If your proposal contains proprietary information, please make note of such on separate cover with a brief explanation (See attached form).

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 twenty-five (25) pages in length. A page is defined as back and front of a single sheet of paper. 50 pages total is a lot for them to write and us to read. If necessary ok, otherwise, please reduce. Font Size arial 12 pt. with 1 ½ spacing

*** The RFP and any Forms requested, either supplied in the RFP or requested to be supplied with the final proposal, will NOT count towards the 25 Page Limit, this includes Tabs, Cover Pages, and Cover Letters as well.**

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 is satisfied with the conditions to be met and fully understands the Firm's obligation and 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 may be discovered 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) Expression of Interest
- b) Completely filled out **required** proposal form/s, listed in this solicitation, signed by an authorized representative of the company.
- c) **Standard Form (SF) 330 Part I**
- d) **Standard Form (SF) 330 Part II**
- e) Signed Insurance checklist.
- f) 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 his firm is authorized to do business in the Commonwealth of Virginia.

GENERAL TERMS AND CONDITIONS

Cancellation of Contract

The Owner reserves the right to cancel and terminate any resulting contract in part or in whole, without penalty, upon thirty (30) days written notice to the. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all services prior to the effective date of the cancellation.

Default

In case of failure to deliver services in accordance with the contract terms and conditions, the entity, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the entity may have.

Excusable Delay

The entity shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault or negligence of the entity. Such causes may include, but are not restricted to, acts of God or public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the entity.

Qualifications of Prospective Bidder

The entity may make such reasonable investigations as are deemed proper and necessary to determine the ability of the firm proposing to perform the work. The entity reserves the right to reject any proposal if the evidence submitted by the firm, or investigations of the

firm, fail to satisfy the entity that such firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Anti-Discrimination

By submitting their proposals, the Offeror certifies to the entity that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act.

Ethics in Public Contracting

By submitting their proposals, the Offeror certifies that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/Offeror, supplier, manufacturer, or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Assignment

The Offeror shall not assign, sublet or transfer interest in this agreement without the written consent of the entity.

Immigration Reform and Control Act of 1986

By submitting their bids or proposals, the Offeror certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

Addendums

NOTIFICATIONS OF ADDENDUMS WILL ONLY BE ISSUED THROUGH A COUNTY EMAIL NOTIFICATION SYSTEM.

It is the responsibility of all bidders to subscribe to this notification system to receive notices of any and all addendums. Please follow the procedure outlined on the Purchasing website at <http://www.roanokecountyva.gov/list.aspx> to subscribe to the County's email notification system. Submission of incorrect contact information on this site may render your bid submission invalid if we are unable to contact you with addendums.

Acceptance or Rejection of Proposals

The Owner 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, Roanoke County Public Schools, and the Roanoke Valley-Alleghany Regional Commission encourage free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the achievement of a sound economical operation. The Offeror's signature on this RFP guarantees that the proposal offered has been established without collusion with other eligible Offerors and without effort to preclude the Owner 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 the Owner 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.

Compliance with Laws

The Contractor is responsible for compliance with all Federal, State, and local laws, ordinances, and licenses required for this project to include but not limited to Roanoke County business license and applicable registration with the Virginia State Corporation Commission. The County of Roanoke shall be held harmless from any liability.

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.

Invoices

The bidder will issue one consolidated invoice per entity per month. The consolidated invoice must include a breakdown by entity of services provided for that month. Each entity shall be responsible for remitting payment for their consolidated invoice.

Governing 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.

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 on school property or 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. * **Data and Convictions information will be requested before the County of Roanoke/Schools enters into a contract /project with a preselected offeror when required.**

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.

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 the Owner. 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.

Availability of Funds

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

Indemnification

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner 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 Owner 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.

Antitrust

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County, Roanoke County Public Schools, and the Roanoke Valley-Alleghany Regional Commission 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 the Owner under said contract.

Debarment Status

By submitting their proposal, all vendors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.

A/E Liability Insurance

The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place, any Contractor or Owner delay damages, and any judgments, fines or penalties against the Owner resulting from A/E errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of Work performed by Contractor's Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's Contract. The A/E shall have the burden of disproving this presumption. When determining the A/E's contribution for Change Orders attributed to errors and omissions (where the work has not yet been done by the Contractor), the Owner / Agency should also take into account the actions and efforts of the A/E during the construction phase that were above and beyond the scope of its contract to assist the Owner in obtaining a timely, quality product.

The Owner shall actively pursue reimbursement of costs resulting from the A/E's errors,

omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner. The A/E shall be advised of the design deficiency, informed that it is the County's opinion that the A/E may be financially responsible, and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner's negotiator. If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E. All changes to the Contract Document, whether to correct errors or omissions, to accommodate unforeseen or differing site conditions, or Owner requested changes, must be made / documented by Change Order.

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 Owner 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.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a Offeror, or Contractor in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act, provided the bidder, Offeror, or Contractor invokes the protection of 2.2-4342.F., Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and state the reason why the protection is necessary.

Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the Owner 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". 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.

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Attachment A

VDOT Terms and Conditions

It is the policy of the Virginia Department of Transportation and the County of Roanoke that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified DBE firms is maintained on their web site (<http://www.dmbv.virginia.gov/>) under the **DBE Vendor Directory of Virginia Unified Certification Program**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited.

The DBE contract goal for this procurement is 0%; however, Roanoke County believes that these services support 10% DBE participation.

If portions of the services are to be subcontracted to a DBE or SWaM, the following needs to be submitted with your EOI and both must reference the project number(s) for the services:

- Written documentation of the prime's commitment to the DBE or SWaM firm to subcontract a portion of the services, a description of the services to be performed and the percent of participation.
- Written confirmation from the DBE or SWaM firm that it is participating, including a description of the services to be performed and the percent of participation.

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

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

Any DBE or SWaM firm must become certified (with the Virginia Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE or SWaM firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same

outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

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

Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about entity formation can be found at <https://www.scc.virginia.gov/default.aspx>. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation <http://www.dpor.virginia.gov/>, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). Board regulations require that all branch offices of professional corporations and business entities located in Virginia, which offer or render any professional services relating to the professions regulated by the Board shall be registered as separate branch office with the Board. All offices, including branches, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an Expression of Interest to the County of Roanoke, Roanoke County Public Schools, and the Roanoke Valley-Alleghany Regional Commission. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

The Department will not consider for award any cost proposals submitted by any consultants and will not consent to subcontracting any portions of the contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

All firms submitting Expressions of Interest (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All architectural or engineering firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data along with a Contractor Cost Certification for indirect cost rates required by FHWA order 4470.1A dated October 27, 2010 to the Department within 10 work days of being notified of their selection, whereby an official of an architectural or engineering firm shall certify that the indirect cost rate submitted does not include any costs which are expressly unallowable and that the indirect cost rate was established only

with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48CFR31. A sample Contractor Cost Certification is available for architectural or engineering firm's use on VDOT website at <http://www.virginiadot.org/business/gpmpps.asp>. Should any firm on the consultant team fail to submit the required audit data and certification within the 10 work days, negotiations may be terminated by The County of Roanoke, Roanoke County Public Schools, and the Roanoke Valley-Alleghany Regional Commission and the next most qualified team invited to submit a proposal.

The County of Roanoke, Roanoke County Public Schools, and the Roanoke Valley-Alleghany Regional Commission assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.

The County of Roanoke, Roanoke County Public Schools, and the Roanoke Valley-Alleghany Regional Commission do not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

GOOD FAITH EFFORT

(Federally Funded Project with DBE Goal: **until further notice, DBE goals will not be assigned to consultant service contracts**)

The Department will be accepting what consultants submit in their Expressions of Interest regarding good faith efforts. If a firm that has submitted good faith effort documentation makes the short list, the procuring Division Administrator (cannot be delegated unless he/she will be out of the office for more than 5 work days) along with a representative of the EO Division will determine if the good faith effort is acceptable.

When there is a contract goal, a consultant must make good faith efforts to meet it. The consultant can do so either through obtaining enough DBE participation to meet the goal or documenting the good faith efforts it made to do so. These means of meeting contract goal requirements are fully equivalent. 49 CFR Part 26 (the Rule) explicitly provides that the Department must not disregard showings of good faith efforts, and it gives consultants the right to have the Department reconsider a decision that their good faith efforts were insufficient. The Department is prohibited from denying a contract to a consultant simply because it did not obtain enough DBE participation to meet the goal. The Department must seriously consider consultants' documentation of good faith efforts. To make certain that consultants' showings are taken seriously, the Rule requires the Department to offer administrative reconsideration to consultants whose good faith efforts showings are initially rejected.

The Rule also ensures flexibility for consultants by requiring that any contract goal be waived entirely for a prime consultant that demonstrates that it made good faith efforts but was still unable to meet the goal.

When the Department sets a contract goal, the basic obligation of consultants is to make good faith efforts to meet it. They can demonstrate these efforts in either of two ways, which are equally valid. First, they can meet the goal, by documenting that they have obtained commitments for enough DBE participation to meet the goal. Second, even though they have not met the goal, they can document that they have made good faith efforts to do so. A refusal by the Department to accept valid showings of good faith is not acceptable under the Rule.

The Rule makes clear that the Department is not to use a “conclusive presumption” approach, in which the apparent successful consultant is summarily found to have failed to make good faith efforts simply because another consultant was able to meet the goal. However, the performance of other consultants in meeting the contract can be a relevant factor in a good faith effort determination, in more than one way. For example, when the apparent successful consultant fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant could have met the goal. It does not, by itself, prove that the apparent successful consultant did not make a good faith effort to get DBE participation, however. On the other hand, if the apparent successful consultant fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants, the Department may view this, in conjunction with other factors, as evidence of the apparent successful consultant having made good faith efforts.

The fact that some additional costs may be involved in finding and using DBEs is not in itself sufficient reason for a consultant’s failure to meet a DBE contract goal, as long as such costs are reasonable.

If the Department determines that the apparent successful consultant has failed to meet the requirements of a good faith effort, the Department must, before awarding the contract, provide the consultant an opportunity for administrative reconsideration. The Department intends that the process be informal and timely. The Department will ensure that the process is completed within a brief period (e.g., 5-10 days) to minimize any potential delay in procurements. The consultant will have an opportunity to meet with the reconsideration official, but a formal hearing is not required. As part of this reconsideration, the consultant must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Department’s decision on reconsideration will be made by an official who did not take part in the original determination that the consultant failed to meet the goal or make adequate good faith efforts to do so. The consultant must have the opportunity to meet in person with the reconsideration official to discuss the issues of whether it met the goal or made adequate good faith efforts to do so. The Department will send the consultant a written decision on reconsideration, explaining the basis for finding that the consultant did or did not meet the goal or make adequate good faith efforts to do so. The Department’s reconsideration personnel consist of the Commissioner’s DBE Review Panel.

It is up to the Department to make a fair and reasonable judgement whether a consultant that did not meet the goal made adequate good faith efforts. It is important for the Department to consider the quality, quantity, and intensity of the different kinds of efforts that the consultant has made. The efforts employed by the consultant should be those that one could reasonably expect a consultant to take if the consultant were actively and

aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. The Department's determination concerning the sufficiency of the firm's good faith efforts is a judgement call: meeting quantitative formulas is not required.

If DBE is prime, they will be allowed to count toward goals the work they commit to performing with their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE consultants on prime contracts will be expected to make the same outreach efforts as other consultants.

When a DBE participates in a contract, the Department will count only the value of the work actually performed by the DBE toward DBE goals. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function. If a DBE firm loses certification, its work no longer counts toward the DBE goal.

All consultants will be required to submit the following information to the Department with the EOI:

- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The percentage amount of the participation of each DBE firm participating;
- Written documentation of the prime consultant's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts.

The Department has prepared a list based on Federal Regulations of some of the kinds of efforts that consultants may make in obtaining DBE participation. It is not intended to be a mandatory checklist. The Department does not require that a consultant do any one, or particular combination, of the things on the list, nor is the list intended to be exclusive or exhaustive; it merely offers examples. Other factors or types of efforts may be relevant in appropriate cases. In determining whether a consultant has made good faith efforts, it will usually be important for the Department to look not only at the different kinds of efforts that the Consultant has made, but also of the timeliness, quantity, and intensity of these efforts.

The Department offers the following examples of efforts that may be considered:

A. Soliciting through all reasonable and available means (e.g., attendance at project showings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The consultant must solicit this interest within sufficient time to allow the DBEs to participate effectively. The consultant must

determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract.

D. (1) Negotiating in good faith with interested DBEs. It is the consultant's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

D. (2) A consultant using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's costs, qualifications and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a consultant's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the consultant of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations {for example union vs. non-union employee status} are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority community organizations; minority contractors' groups; local, state, and Federal minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

USDOT 1050.2 APPENDIX A

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

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

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

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

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

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b.) cancellation, termination or suspension of the contract, in whole or in part.

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

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

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USDOT 1050.2 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities;

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency

(LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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APPENDIX E DBE POLICY STATEMENT

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

The DBE contract goal for this procurement is 0 %; however, the Department feels that these services support 10% DBE participation.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts.

If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprise prior to the consultant's response being submitted. If a DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE subcontractors. DBE prime consultants are encouraged to make the same outreach efforts as other consultants. DBE credit will be awarded only for work actually being performed by themselves and their subcontractors only if the subcontractors are DBEs. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

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



Commonwealth of Virginia
Office of the Governor

Executive Order

NUMBER SIXTY-ONE (2017)

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

Importance of the Initiative

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

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

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

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

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

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

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

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

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

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

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

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

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

No Third-Party Rights Created

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

Effective Date of the Executive Order

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

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

Terence R. McAuliffe, Governor

Attest:

Kelly Thomasson, Secretary of the Commonwealth

ATTACHMENT B

REFERENCED DOCUMENTS

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**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 on school property or 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

SAMPLE SCORE SHEET

DATE: _____

PROJECT #: _____ PROJECT NAME: _____

FIRM: _____ SUBS: _____

	NUMERICAL VALUE	NUMERICAL SCORE	WEIGHT	WEIGHTED EVALUATION
METHOD AND PLAN FOR PROVIDING SERVICES <ul style="list-style-type: none">- Understanding of Scope- Proposed Approach- Expertise, experience and qualifications of team in providing services as related to the scope of services. (1=least, 10=most)	1-10		30%	
QUALIFICATIONS AND EXPERIENCE <ul style="list-style-type: none">- Team Experience- Organization Capabilities- Expertise, experience and qualifications of team in providing services as related to the scope of services (1=least, 10=most)	1-10		40%	
REFERENCES <ul style="list-style-type: none">- Quality of workmanship and performance of the consultant: Past performance on contracts with respect to such factors as control of costs, coordination and quality of work, and ability to meet schedules.- Expertise, experience and qualifications in project management as related to the scope of services. (1=least, 10=most)	1-10		10%	
ORGANIZATIONAL CAPABILITY <ul style="list-style-type: none">- Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants (1=least, 10=most)	1-10		20%	
			TOTAL	

ADDITIONAL NOTES:

ATTACHMENT C

REQUIRED DOCUMENTS

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RFP # 2019-004 NOTICE OF PROPRIETARY INFORMATION (REQUIRED)

***Mark – N/A if your document does not contain proprietary information**

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).

RFP # 2019-004 SIGNATURE FORM (REQUIRED)

Please check all of the disciplines proposed: **Mandatory selection if your firm wants to be included in a discipline please make sure it is selected here.** If a discipline is **NOT** selected below and that discipline is referenced in your firm's proposal it may not be included in the selection and review process.

- | | |
|---|--|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Plumbing Engineering |
| <input type="checkbox"/> Civil Engineering | <input type="checkbox"/> Construction Administration/Value Engineering |
| <input type="checkbox"/> Surveying | <input type="checkbox"/> Geotechnical Engineering |
| <input type="checkbox"/> Structural Engineering | <input type="checkbox"/> Construction Testing and Inspections |
| <input type="checkbox"/> Mechanical Engineering | <input type="checkbox"/> Environmental Engineering |
| <input type="checkbox"/> Electrical Engineering | <input type="checkbox"/> Traffic/Transportation Engineering |

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 _____

RFP # 2019-004 INSURANCE CHECKLIST (REQUIRED)

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denotes minimum)
<u>X</u> 1.	Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability USL & H Endorsement Voluntary Compensation Endorsement	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Best's Guide Rating-A-VIII or better, or its equivalent
<u>X</u> 2.	Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u> 3.	Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<u>X</u> 4.	Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 (CSL) Each Claim
— 5.	Garage Liability	5. \$1,000,000 CSL Each Occurrence
— 6.	Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<u>X</u> 7.	Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
— 8.	Other Insurance	
<u>X</u> 9.	Roanoke County Board of Supervisors and/or Roanoke County School Board named as additional insured on Auto and General Liability Policies. (This coverage is primary to all other coverage the County and Schools may possess and must be shown on the certificate.)	
<u>X</u> 10.	The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u> 11.	Contractor shall submit Certificate of Insurance within five business days from notification of award.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

COMPANY NAME _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

2019-004 REFERENCES (Required)

Provide a list of at least five (5) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

1. _____

2. _____

3. _____

4. _____

5. _____

COMPANY NAME _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

FIRM DATA SHEET (REQUIRED)

Funding: ____ (S=State F=Federal) Project No.: _____
Division: _____
EOI Due Date: _____

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

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

* YD = DBE Firm Certified by DMBE

N = DBE or SWaM Firm Not Certified by DMBE

NA = Firm Not Claiming DBE or SWaM Status

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

DMBE is the Virginia Department of Small Business and Supplier Diversity

CERTIFICATION REGARDING DEBARMENT (REQUIRED)

PRIMARY COVERED TRANSACTIONS

(To be completed by a Prime Consultant)

Project: _____

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

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

Project: _____

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

VDOT Form C-63 (REQUIRED)

See link below for fillable form that can be used for submission

<http://vdotforms.vdot.virginia.gov/SearchResults.aspx?filename=C63.pdf>

Form C-63
Rev. 7-25-17

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
VENDOR PAYMENT COMPLIANCE REPORT
(FEDERALLY FUNDED PROJECTS)**
(Vendor defined as: Subcontractor, Consultant, Supplier, Manufacturer, Hauler)

Pages(s) _____ of _____

(1a) Report No. _____
(1b) Report Period 20 _____ Oct. - Dec ☐ Jan - Mar ☐ Apr - Jun ☐ Jul - Sept ☐

(2a) Federally Funded ☐ Federally Funded Local Govt. ☐

(2b) Contractor/Subcontractor _____

(2c) Contract ID No. _____

(2d) Date of Execution _____

(2e) District _____

(3) Vendor Name	(4) Tax I.D.	(5) Certification Type – Must Specify DBE, SWaM, or Non-DBE/SWaM	(6) Payments to Vendors	
			(6a) This Quarter	(6b) To Date

All amounts paid to all Vendors are to be reported and submitted according to the quarterly submittal schedule. See Instructions.

I/WE certify under penalty of law that the information provided herein is accurate, current, and complete to the best of my/our Knowledge.
Signature and Title of Company Official _____ Date _____
Print Name and Phone Number of Individual _____
Completing Report _____

**VIRGINIA DEPARTMENT OF TRANSPORTATION
INSTRUCTIONS FOR
VENDOR PAYMENT COMPLIANCE REPORT C-63**

The Prime Contractor is required to submit a Vendor Payment Compliance Report and document all payments made to all vendors during the designated quarterly reporting period. All amounts paid to vendors are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of vendor payments in response to monitoring and enforcement compliance reviews.

The instructions below correspond to each item on the report. Please follow the instructions.

- 1a. **Report No.**
Indicate the number of the report you are sending in sequence. For example: If this is the second report you are submitting for the contract, enter Report No. 2.
- 1b. **Report Period**
Indicate the reporting period based on the Reporting Schedule listed in these instructions.
- 2a. **Funding Source**
Indicate the primary funding source: Federally Funded, Federally Funded Local Government .
- 2b. **Contractor/Subcontractor**
Enter your company's name
- 2c. **Contract I.D. No.**
Enter the contract identification number assigned to your project.
- 2d. **Date of Execution**
Enter the date the contract was executed.
- 2e. **District**
Enter the VDOT District where the project under contract is located.
3. **Vendor Name**
Enter all subcontractors utilized.
4. **Tax I.D. No.**
Indicate the Federal Employer Identification No.
5. **Certification Type**
Specify the certification type of each Vendor:
DBE – Disadvantaged Business Enterprise
SWaM – Small, Woman, and Minority-Owned Business Enterprise
Non-DBE/SWaM – Subcontractor is not certified as a DBE or SWaM business in Virginia
6. **Payments to Vendors**
Dollar amount paid to Vendors during contract.
- 6a. **Payments to Vendors this Qtr.**
Dollar amount of payment made to Vendors in reporting quarter.

- 6b. **Payments to Vendors to Date**
Total dollar amount paid to Vendors since contract execution.

Effective (date), All Form C-63s for each reporting period shall be submitted in an electronic format to the District Civil Rights Office in each District by the following dates of each calendar year.

REPORTING SCHEDULE

Reporting Period	Date Due To Responsible VDOT Charge
July 1 – September 30	Five (5) business days after the reporting period
October 1 – December 31	Five (5) business days after the reporting period
January 1 – March 31	Five (5) business days after the reporting period
April 1 – June 30	Five (5) business days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the District Civil Rights Office on the following business day.

Title VI Evaluation Report

VDOT TITLE VI EVALUATION FORM		
<p>This Title VI Evaluation Form is used as a Pre-award Review and Post-award Review. VDOT is required to conduct routine assessments prior to releasing funds to ensure Title VI compliance. A pre-award review assists VDOT in determining whether applicants operate in a nondiscriminatory manner. Pre-award reviews can also be used to require applicants to take preventive measures to ensure that discrimination will not occur in their services as a condition of receiving contracts. Pre-award reviews represent a frontline approach to eliminating and preventing discrimination before it occurs.</p> <p>Post-Award Reviews are generally conducted after a contractor begins the scope of work. However to minimize the burden on VDOT's contractors, VDOT has developed a form that serves as both a pre-award and post-award compliance tool.</p> <p>VDOT must also conduct on-site reviews of prime contractors periodically to ensure that the contractor remains in compliance with Title VI and to verify that the contractor has preventive measures to ensure nondiscrimination by their sub-contractors.</p>		
Name of Preparer:	Preparer's Title:	
Phone #:	Email Address:	
Name of Organization:	Address of Organization:	
Address of Virginia location where project will be done:		
Type of Contractor/Organization: <input type="checkbox"/> Private Organization <input type="checkbox"/> Governmental Agency	<input type="checkbox"/> Supplier <input type="checkbox"/> Other	
Workforce for Virginia Location		
Total	% Minority	% Female
Business Ownership/Control Minority <input type="checkbox"/> Yes <input type="checkbox"/> No Female <input type="checkbox"/> Yes <input type="checkbox"/> No		
DBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No SWAM Certified <input type="checkbox"/> Yes <input type="checkbox"/> No		
Does your organization currently have contracts or subcontracts with VDOT? <input type="checkbox"/> Yes <input type="checkbox"/> No What is your organization's most recent date of Title VI approval?		
Status of Project(s):	Value of current Contract(s):	
What does your organization have in place to ensure nondiscrimination in your VDOT scope of work and your programs and services?		

Virginia Workforce

CONSULTANT EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

Employment at this establishment – Report all permanent full and part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.

Job Categories	Number of Employees (Report employees in only one category)															
	Race/Ethnicity															
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N	
			Male					Female								
	Male	Female	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Sir. Level Officials & Managers (1.1)																
First/Mid-Level Officials & Managers (1.2)																
Professionals (2)																
Technicians (3)																
Sales Workers (4)																
Administrative Support Workers (5)																
Craft Workers (6)																
Operatives (7)																
Laborers & Helpers (8)																
Service Workers (9)																
TOTAL (10)																
PREVIOUS YEAR TOTAL (11)																

Organization, Staffing, & Training

1. What type of services will your organization provide VDOT?
2. Identify the person responsible for the administration of Title VI policies and procedures (a Title VI Coordinator). Provide the name, position, title, and contact information.

Title VI/Nondiscrimination

1. Is your Title VI Coordinator, project managers, and other staff made aware of Title VI compliance and regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21 and the Federal Highway Administration's 23 Code of Federal Regulations 200? Please explain how they are made aware.
2. What procurement procedures does your organization have in place to ensure nondiscrimination in the selection and retention of subcontractors including procurements of materials and leases of equipment?
3. How does your organization notify your subcontractors and suppliers of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability and low income populations?
4. Are facilities and meeting areas fully accessible to persons with disabilities?
5. Does your organization have a system in place to accommodate persons with disabilities? If yes, how does your organization notify the public? If no, please explain.
6. How are limited English proficient persons made aware that they can receive translation services for access to services?
7. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes, provide a copy of the letter identifying the review findings?

8. Does your organization receive federal assistance (grants, loans, donations of property, or detail of personnel) from any Federal government entity?

9. List any discrimination complaints and/or lawsuits received in Virginia during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the outcome or resolution. If applicable, include a copy of the investigation report.

Disadvantaged Business Enterprises (DBE)

1. Did your organization award any contracts/subcontracts related to VDOT work to DBEs during the reporting period? If yes, provide the following:
 - The DBE's name and amount awarded
 - Total # of contracts awarded to DBEs
 - Total dollar amount of contracts awarded to DBEs

I certify that the data given in this report is correct to the best of my knowledge. (Report has to be submitted with original signature, not a photocopy.)

Signature:

(Authorized Officer)

(Title)

(Date)

For Office Use Only:

Provide award? Yes _____ No _____

Recommendations:

Appendix A

VDOT is a recipient of federal financial assistance. As a recipient, VDOT is required to comply with Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities. Title VI of the Civil Rights Act of 1964, and other directives prohibit agencies and sub-recipients receiving federal assistance from discriminating against anyone or any group in the United States on the grounds of race, color, national origin, sex, age, disability, or low-income. The United States Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49 Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities for VDOT's implementation of the Title VI Program. These laws and regulations include but are not limited to the following:

- **The 1970 Uniform Act (42 USC 4601)** – prohibits unfair treatment of displacees
- **Section 504 of the 1973 Rehabilitation Act (29 USC 790)** – prohibits discrimination based on disability
- **The Federal-Aid Highway Act 1973 (23 USC 324)** – prohibits discrimination based on gender
- **The 1975 Age Discrimination Act (42 USC 6101)** – prohibits age discrimination (any age)
- **The Civil Rights Restoration Act of 1987** – clarified the original intent of nondiscrimination organization-wide
- **Executive Order 12898 on Environmental Justice (EJ)** addresses disproportionately high and adverse human health and environmental effects on minority and low-income populations
- **Executive Order 13166 on Limited English Proficiency (LEP)** - ensures people who are limited English proficient (LEP) have meaningful access to services

In brief, these laws and regulations prohibit discrimination in federally assisted programs and activities. Title VI of the 1964 Civil Rights Act states that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

By contracting with VDOT, a contractor is obligated to comply with the laws and regulations listed above and within the Memorandum of Agreement (MOA) executed between the Department and the contractor. VDOT's Civil Rights Division with the assistance from each applicable division's Program Manager, monitors an organization's compliance with the non-discrimination provisions.

To monitor compliance, each contractor and all sub-contractors are required to submit a Title VI Evaluation Form. This requirement is applicable for all contractors.

The Title VI Evaluation Form provides documentation that a contractor has procedures in place to prevent discrimination in programs and services based on Title VI.

VDOT will request a Title VI Evaluation Form within ten (10) days of notification of selection for new contractors or contractors that do not have a current assessment on file with VDOT. The Assessment Form should be submitted to the Program Manager in the division that is negotiating the contract. These are the divisions we currently receive Title VI Evaluation Forms from:

Right of Way & Utilities Division
Location & Design Division
Environmental Division
Structure & Bridge
Innovative Project Delivery
Materials Division
Transportation & Mobility Planning Division

Once the Title VI Evaluation Form is provided to VDOT, the Title VI Coordinator in the Civil Rights Division reviews the information and issues a pre-award letter within fifteen (15) days of receiving documentation or may schedule an on-site review within the same time frame to confirm information provided in the Assessment Form. VDOT Program Managers have access to a Title VI Log that is updated monthly on the Civil Rights Website. The Title VI Coordinator may request additional information and/or recommend corrective actions. The Title VI Coordinator may randomly schedule on site compliance reviews at the contractor's office.

If the report is approved for award, a letter is sent out with an expiration date for one year from the date of the approval letter. Typically the letter remains current and on file with VDOT for a period of one year. An updated report is required annually for contractors who continue to perform under a contract with VDOT. It should be noted that if VDOT conducts an on site compliance review the contractor can still be found to be out of compliance during the one year period.

Failure to comply with the nondiscrimination provisions may result in cessation of negotiations, withholding of payments, cancellation, termination, or suspension of the contract in whole or in part.

Should you have any questions about VDOT's Title VI Program or the Title VI Evaluation Form, you may directly contact the Title VI Coordinator in VDOT's Civil Rights Division at 804-786-2085 or at robin.underwood@vdot.virginia.gov.