



# COUNTY OF ROANOKE

## FINANCE DEPARTMENT

### PURCHASING DIVISION

Kate Hoyt  
Buyer

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

October 17, 2018

#### **REQUEST FOR PROPOSALS #2019-040**

Rental of Mobile Restrooms & Pumping Services  
at  
Cave Spring High School

*Sealed Proposals Due:*

October 30, 2018

2:00 PM

(Local Prevailing Time)

One (1) unbound original

Three (3) bound complete copies

One (1) electronic copy (USB preferred)

## **RFP #2019-040 MOBILE RESTROOMS RENTAL & PUMPING**

### **GENERAL INFORMATION**

Roanoke County, on behalf of Roanoke County Public Schools, is seeking formal sealed proposals from qualified vendors to provide rental of mobile restrooms and pumping services for the duration of the Cave Spring High School renovation project.

The successful offeror shall submit all required information, be available for interview(s) if necessary, and rank highest in the evaluation of all proposals received, according to the evaluation criteria listed herein.

One unbound original, three (3) bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and until **October 30, 2018, at 2:00 PM** (local prevailing time), in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2019-040 MOBILE RESTROOMS**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

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

### **RFP QUESTIONS**

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

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

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

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

### **NO CONTACT POLICY**

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

## **PURPOSE**

The County of Roanoke, on behalf of Roanoke County Public Schools (RCPS) is soliciting proposals from qualified firms for the rental of mobile restrooms and pumping services for the duration of the Cave Spring High School (CSHS) renovation project.

RCPS intends to establish an agreement for services including installation of mobile restrooms, pumping services, removal of the mobile restrooms, and related services, for the duration of the renovation project at Cave Spring High School.

## **BACKGROUND**

RCPS intends to renovate Cave Spring High School, located at 3712 Chaparral Drive, Roanoke VA 24018. Substantial completion for the project is planned to occur within approximately 27 months of the actual project start date.

## **TERM**

Performance of the resulting contract shall occur during the following dates:

December 17, 2018 through May 26, 2019

August 2, 2019 through May 23, 2020

## **SCOPE OF WORK & SPECIFICATIONS**

Rental period shall run concurrent with the construction schedule except for when teachers and students are on summer break in 2019.

The selected contractor will have the exclusive right and obligation to provide, install, and maintain mobile restrooms at Cave Spring High School for the duration of the renovation project. The contractor shall be responsible for delivering, installing, maintaining (not including cleaning or stocking), pumping and removing all mobile restrooms at the contractor's sole cost and expense pursuant to the delivery schedule set above. A map of Cave Spring High School depicting the various locations where the mobile restrooms are to be placed is attached as Exhibit 1.

The selected contractor will also be responsible for providing pumping services during the contract period as described above.

### **1. Mobile Restroom Facilities**

The selected contractor shall provide mobile restroom facilities during the renovation of Cave Spring High School that meet the specifications set forth herein. The selected contractor shall provide any necessary maintenance service throughout the term of the contract. The cost per rental shall include the delivery and installation, pumping, and removal of these units. Repairs to any of the units are the responsibility of the selected contractor. Any needed repairs must be provided by the selected contractor as soon as possible or no later than 24 hours after notification.

- (3) mobile restroom trailers (locations to be provided to the selected contractor)
- Heating
- Ladies' Side – minimum of 4 toilets, 2 sinks, 1 paper towel dispenser, and 1 trash can.
- Men's Side – minimum of 1 toilet, 3 urinals, 1 sink, 1 paper towel dispenser, and 1 trash can.

- Roanoke County Public Schools will supply all paper and hand sanitizing products throughout the term of the contract.
- Roanoke County Public Schools will perform all cleaning and sanitizing of mobile restrooms throughout the term of the contract.

2. Wheel Chair Accessible Toilets  
The selected contractor shall provide portable ADA wheel chair accessible toilets that sit flat on the ground with handle bars and turning room inside.

- (2) portable ADA wheel chair accessible toilets (locations to be provided to the selected contractor)
- Toilets shall have paper towels and hand sanitizer dispensers provided.

Roanoke County Public Schools will supply all paper and hand sanitizing products throughout the term of the contract.

NOTE: IF ADA accessibility can be met within the (3) mobile restroom trailers without sacrificing the number of toilets, urinals or sinks then the portable ADA toilets will not be necessary.

3. Pumping Services  
The selected contractor shall provide pumping services to each mobile restroom & portable wheel chair accessible toilets weekly.

- Selected contractor shall work with the Roanoke County Schools Construction Coordinator to establish pumping times
- As part of this proposal, Offerers shall provide a weekly rate for additional pumping if necessary.

4. Contractor Shall Provide The Following  

- Delivery of all the units to Cave Spring High School, Roanoke, VA.
- Setup/Hookup to onsite services for the large mobile restroom units.
- Pickup and removal of all of the units from Cave Spring High School, Roanoke, VA
- A 24-hour emergency contact number. Contractor shall respond as soon as possible or no later than one hour after notification of the emergency.

5. Roanoke County Public Schools Will Provide  

- All necessary power and water
- Designated locations for rental units.

6. Delivery & Pickup Schedule  

- All units must be delivered, set up and installed in working order, no later than December 17, 2018.
- Units may stay on site during the summer of 2019 if the vendor chooses to do so,
- If units are removed during the summer of 2019, all units must be delivered, set up and installed no later than August 2, 2019.
- All units are to be removed from the site permanently no later than 7 days after the end of the contract period (May 23, 2020).

## **REFERENCES**

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

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

## **EVALUATION CRITERIA**

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

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

Criteria:	Value:
A. Firm's experience, approach and methodology for providing the services described herein.	20
B. References/firm history	20
C. Completeness and overall quality of the proposal submitted	10
D. Quality of performance of previous contracts and services	20
E. Price	30
Total	100

## **BASIS FOR AWARD**

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

## **PROPOSAL INFORMATION**

The successful offeror should include the following within their proposal documents:

1. Certify that the offerer is currently providing rental of mobile restrooms, portable water hand wash stations and pumping services similar in scope to those sought by this proposal, and has done so continuously for three (3) calendar years preceding submission of its proposal.
2. Certify that the offeror owns or has access to the type and volume of mobile restrooms, portable water hand washing stations, and pumping equipment needed to meet the specifications of this RFP. Offerer shall include photographs, design layouts and

detailed specifications (Size, number of toilets, sinks etc.) of all mobile restroom units which offeror intends to provide.

3. Provide the entity name, address, contact person, telephone number, and email address for three (3) verifiable references with submission of its proposal. References must be customers for whom the bidder has provided service within the last three (3) years, and the services provided must include pumping services.
4. Provide a fee estimate based on the scope of work defined within the proposal.
5. Provide a complete statement of any exclusions or conditions assumed in preparing the proposal. Include the firm's standard agreement between the Owner and Testing Firm and proof of liability insurance including a statement regarding any limitations of liability.

### **SUBMISSION AND RECEIPT OF PROPOSALS**

(a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal, and the vendor name clearly legible. Proposal must be received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.

(b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County, if such is provided within this RFP document. Failure to do so shall be grounds for rejection of the proposal.

(c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.

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

### **CALENDAR OF EVENTS – RFP PROCESS**

	<b>Date</b>	<b>*Time</b>
Release RFP	October 15, 2018	
Receive Written Inquiries (no later than)	October 22, 2018	12:00 Noon
Answer Written Inquiries (no later than)	October 25, 2018	5:00 P.M.
Receive Proposals	October 30, 2018	2:00 P.M.
Evaluation Process	Oct 31 - Nov 7, 2018	
Potential Offeror Interview Date	November 7-10, 2018	
Award (estimated)	November 12, 2018	
Begin Schedule Coordination	Immediately upon award	

### **COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Request for Proposals is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

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

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

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

#### **IMPORTANT NOTICE EFFECTIVE 3/14/2011 - ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:**

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

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

Questions should be directed to:

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

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

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

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

## **PROPOSAL GUARANTY**

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

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

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

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

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

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

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

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

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

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

*At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to*

*this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.*

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

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

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

## **INVOICES**

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

## **PERFORMANCE BOND**

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

## **QUALITY**

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

## **ACCEPTANCE OF MATERIAL**

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

## **WARRANTY/RETURNS**

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

## **DELIVERY**

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

## **DEFAULT**

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

## **COPYRIGHT OR PATENT RIGHTS**

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

## **TAX EXEMPTION**

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

## **CERTIFICATION AND ABILITY**

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

## **COMPLIANCE WITH LAWS**

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

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

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

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

### **RULING LAW**

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

### **NONDISCRIMINATION PROVISIONS**

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

### **INSURANCE**

The Offeror and its insurance company should carefully review the insurance requirements applicable to this procurement. All requirements must be met before the School Board will execute the Contract.

The Contractor shall maintain during the entire contract insurance to protect itself and RCPS from any claims that may arise out of or result from the Contractor's performance, furnishing any of the work, or other obligations under the Contract, whether performed or furnished by the Contractor, any subcontractor, any supplier, or anyone directly or indirectly providing the services, material or equipment through the Contractor or any subcontractor or supplier, such insurance to conform to the requirements prescribed herein.

The Contractor shall maintain during the entire Contract the following minimum insurance:

1. Workers' Compensation as required by law.
2. Employer's Liability: At least \$500,000 per employee for bodily injury, \$500,000 per employee for disease, and \$500,000 per policy for disease.
3. Comprehensive Automotive Liability: Bodily Injury and Property Damage Insurance shall have a minimum coverage of at least \$1,000,000 per occurrence for bodily injury and at least \$1,000,000 per occurrence for property damage.
4. Commercial General Liability:
  - a. Bodily Injury Liability Insurance shall have minimum coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

b. Property Damage Liability Insurance shall have minimum coverage of at least \$1,000,000 per occurrence.

c. Contractual Liability (Hold Harmless Coverage):

(1) Bodily Injury:

Minimum of \$1,000,000- Each Occurrence

(2) Property Damage:

Minimum of \$1,000,000- Each Occurrence

Minimum of \$1,000,000- Aggregate

d. Personal Injury, with Employment Exclusion deleted:

Minimum of \$1,000,000- Aggregate

5. Umbrella Liability – for combined single limits of at least \$3,000,000/occurrence and \$3,000,000 aggregate in excess of Commercial General, Business Automobile, and Employer's Liability Insurance.

With respect to insurance required by paragraphs 3 through 5 inclusive, Contractor shall have included as additional insured (subject to any customary exclusion in respect of professional liability) RCPS and any other person or entities identified in the Contract Documents, all of whom shall be listed as additional insured's, and the Contractor shall have included coverage for the respective officers and employees of all such additional insureds.

The policies of insurance required by this section shall (1) include contractual liability insurance covering the Contractor's indemnity obligations under the Contract Documents; (2) contain a provision or endorsement that the coverage afforded will not be cancelled, or renewal refused until at least thirty days' after prior written notice has been given to RCPS and the Contractor and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor will also so provide); and (3) remain in effect at least until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work. In addition, in any circumstance in which the insurance may not remain in force or may be cancelled, changed, allowed to lapse, or may have any material change in coverage, including without limitation cancellation or lapse for nonpayment of premium, Contractor shall give written notice of such circumstance to Roanoke County Public Schools within two days after Contractor first learns of the circumstance. Without limiting the generality of the forgoing, if Contractor receives notice of cancellation of any insurance it is required to maintain, it shall notify Roanoke County Public Schools within two days of Contractor's receipt of such notice.

The Contractor shall require subcontractors performing any work on the contract to have insurance satisfying the same requirements as applicable to the Contractor unless otherwise agreed in writing by RCPS.

The Contractor shall provide Certificates of Insurance, or if requested by RCPS, certified copies of insurance policies and endorsements to RSCPS, for all insurance required under this section.

All insurance required by this section shall be with an insurance company acceptable to RCPS and licensed to do business in Virginia. All such insurance shall be obtained before any work is commenced and shall be kept in effect until its final completion unless a longer period is required by these Contract Documents, in which case the longer period shall apply.

RCPS may, in its sole discretion, waive insurance requirements required by this section and not required by law or may agree to lesser coverage, but only by a writing executed by the Superintendent or his designee.

### **DELIVERY**

Time is of the essence for delivery of services under the Contract. If delivery is not made at the time specified in the Contract, the County Schools reserve the right to call in any and all bonds or other security given for performance, to cancel a purchase order or contract, or any part thereof, without any further obligation of the County Schools, to declare the Contractor in default, and to disqualify the Contractor from bidding on future County Schools contracts.

### **SPECIAL INSTRUCTIONS:**

#### **ANTITRUST**

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

### **AVAILABILITY OF FUNDS**

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

### **ASSIGNMENT OF CONTRACT**

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

### **CONTRACT**

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

### **MODIFICATION OF CONTRACT**

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

### **CANCELLATION OF CONTRACT**

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of

cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

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

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

### **KICKBACKS**

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

### **DEBARMENT**

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

### **INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

### **DRUG-FREE WORKPLACE**

During the performance of this contract, the contractor agrees to (i) provide a drug-free

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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

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

#### **PROPRIETARY INFORMATION**

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

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

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

**NOTICE OF PROPRIETARY INFORMATION FORM**  
**RFP #2019-040 MOBILE RESTROOMS RENTAL & PUMPING**

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

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

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

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

**RFP# 2019-040 MOBILE RESTROOMS RENTAL & PUMPING  
DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT  
CERTIFICATION OF CONTRACTOR**

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

Description of Contract: rental of mobile restrooms and pumping services at CSHS

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

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

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

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

**SIGNATURE SHEET**  
**RFP #2019-040 MOBILE RESTROOMS RENTAL & PUMPING**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

**REFERENCE FORM**  
**RFP #2019-040 MOBILE RESTROOMS RENTAL & PUMPING**

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

Contact \_\_\_\_\_ Title \_\_\_\_\_

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

Email \_\_\_\_\_

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

Contact \_\_\_\_\_ Title \_\_\_\_\_

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

Email \_\_\_\_\_

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

Contact \_\_\_\_\_ Title \_\_\_\_\_

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

Email \_\_\_\_\_

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

Contact \_\_\_\_\_ Title \_\_\_\_\_

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

Email \_\_\_\_\_

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

Contact \_\_\_\_\_ Title \_\_\_\_\_

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

Email \_\_\_\_\_

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