



# County of Roanoke

## FINANCE DEPARTMENT PURCHASING DIVISION

**Issued April 29, 2019**

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### REQUEST FOR PROPOSAL

**RFP # 2019-121**

One (1) original, Three (3) Copies, and (1) Electronic Copy (USB Flash Drive Preferred)  
of Sealed Proposals Due

**Proposals Due: May 24, 2019  
2:00 P.M.  
(Local Prevailing Time)**

## 2019-121 A&E ESC/SWM and BMP Inspection Services

### **SCOPE OF WORK**

Pursuant to the requirements of the Virginia Erosion and Sediment Control (ESC) and Stormwater Management (SWM) Programs, the County of Roanoke, on behalf of the County and Roanoke County Public Schools, is requesting formal, sealed proposals from professional Architectural & Engineering firms registered and licensed to practice in the Commonwealth of Virginia to provide Erosion and Sediment Control and Stormwater Management inspection services on active land-disturbing projects and inspection services for post-construction, permanent stormwater management facilities.

The selected offeror shall have demonstrated experience in the following:

- Use of CityWorks and CityWorks app to obtain project information, conduct field inspections, and finalize reports for distribution
- Conducting ESC and SWM inspections on behalf of a municipality, including communicating inspection findings with the municipality and the site contractor
- Conducting post-construction stormwater BMP inspections (both private and public) on behalf of a municipality, and communicating the inspection findings with the municipality and facility owner
- Conducting stormwater outfall inspections on behalf of a municipality, and communicating the inspection findings with the municipality and the owner (where applicable)
- Conducting Illicit Discharge inspections to determine the nature and source of the discharge

The selected offeror shall have:

- ESC and SWM Inspectors certified by the Virginia Department of Environmental Quality (DEQ)
  - Multiple certified inspectors to ensure capacity
- Familiarity with Roanoke County sites and the overall area, to include its terrain, soils, and natural waterways (such as the Roanoke River and its tributaries)
- Confined Space Certification to conduct underground stormwater BMP inspections
- Minimum of 3 years' experience providing BMP inspections
- Familiarity with stormwater BMP design and inspection procedures and Virginia's BMP Clearinghouse
- Familiarity with Roanoke County inspection forms and documents

- The ability to field-measure the size (in square feet or acres) of a project's land-disturbing activity

### **SUBMISSION OF THE PROPOSAL**

One (1) original, Three (3) 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) May 24, 2019** 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 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 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.

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 the County's website at <http://www.roanokecountyva.gov/bids.aspx>, by faxing a request to (540) 561-2823, phoning (540) 772-2061, or they 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 Kari Sutphin by email to [ksutphin@roanokecountyva.gov](mailto:ksutphin@roanokecountyva.gov); or mailed to the above address. Questions received will be attempted to be answered, but such questions will not be reason to delay the closing time of the proposal.

Roanoke County solicits participation from minority-owned businesses.

### **PURPOSE**

The purpose and intent of this Request for Proposal (RFP) is to solicit formal sealed proposals from qualified firms to obtain professional Erosion and Sediment Control and Stormwater Management inspection services on active land-disturbing projects and inspection services for post-construction, permanent stormwater management facilities.

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 periodically requires Erosion and Sediment Control and Stormwater Management inspection services on active land-disturbing projects and inspection services for post-construction, permanent stormwater management facilities. Any resulting contract shall be non-exclusive and no specific 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 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.

### **Inspection Services:**

Inspection services may consist of, but not be limited to, the following:

- Conducting daily ESC inspections on active construction projects pursuant to the requirements of the Virginia Erosion and Sediment Control Program; documenting results in CityWorks; preparing and distributing reports, working with contractors to achieve compliance.
- Conducting SWM inspections on active construction projects pursuant to Virginia's Stormwater Management Program; documenting results in CityWorks; preparing and distributing reports; working with contractors to achieve compliance.
- Conducting BMP inspections for permanent, post-construction stormwater management facilities pursuant to Virginia's Stormwater Management Program; documenting results in CityWorks; preparing and distributing reports, working with owners and their contractors to achieve compliance.
- Conducting outfall inspections; communicating findings, and making recommendations for needed repairs to Owner.
- Conducting Illicit Discharge inspections; identifying the source of such discharges; communicating findings and making recommendations for clean-up options to Owner.
- Field-measuring and documenting the size (in square feet or acres) of a project's land-disturbing activity
- Additional services as may be required/requested by the Owner

## **PROCEDURES FOR ORDERING SERVICES**

The Owner may request an hourly rate proposal for the work.

**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.

## **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 Three (3) 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.

Briefly outline the Firm's approach to providing the required services.

**EVALUATION AND AWARD CRITERIA**

**Award of Contract:** The Owner shall engage in individual discussion 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 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. 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 County/Schools shall select, in the order of preference, one 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 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.

#### QUALIFICATIONS AND EXPERIENCE

- Team Experience
- Experience working on behalf of a municipality
- Experience working for and in Roanoke County
- 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.

#### ORGANIZATIONAL CAPABILITY

- Ability to complete work in a timely manner, proximity of Firm to County, proposed project staff resources, proposed use of sub-consultants
- Understanding of Scope
- Proposed Approach

#### **CONTINGENT FEE WARRANTY**

The Firm warrants that he/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 he/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 his 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:

Kari Sutphin, Buyer  
Phone (540) 283-8151  
Fax (540) 283-6736  
E-mail: [ksutphin@roanokecountyva.gov](mailto:ksutphin@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.**

**\* 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 has satisfied himself from his own investigation of the conditions to be met that he fully understands his obligation and that he will not make any claim for or have the right to cancellation or relief from the contract because of any misunderstanding or lack of information.

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

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

The complete proposal response to the RFP must include:

- a) Expression of Interest
- b) Completely filled out **required** proposal form/s, listed in this solicitation, signed by an authorized representative of the company.
- c) Signed Insurance checklist.
- d) 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 entity 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 Contractor. 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 County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

## **Proposal Guaranty**

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

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

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the 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 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.

## **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.

## **Ruling Law**

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

## **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 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.

## **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.

## **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.

## **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.

## **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 County of Roanoke 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 County of Roanoke whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

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 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". 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**

**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

**ATTACHMENT B**

**REQUIRED DOCUMENTS**

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**RFP # 2019-121 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 # 2019-121 SIGNATURE FORM (REQUIRED)**

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 # 2019-121 INSURANCE CHECKLIST (REQUIRED)

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

<b>Required</b>	<b>Coverage Required</b>	<b>Limits (figures denotes minimum)</b>
<input checked="" type="checkbox"/> 1.	<b>Worker's Compensation</b> and Employers' Liability; Admitted in Virginia	1. Statutory Limits of the Commonwealth of VA Yes
	Employers' Liability	\$100,000/\$500,000/\$100,000
	USL & H Endorsement Voluntary Compensation Endorsement	Statutory Best's Guide Ration-A-VIII or better, or its equivalent
<input checked="" type="checkbox"/> 2.	<b>Commercial General Liability</b> 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
<input checked="" type="checkbox"/> 3.	<b>Automobile Liability</b> 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)
<input checked="" type="checkbox"/> 4.	Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 (CSL) Each Claim
<input type="checkbox"/> 5.	Garage Liability	5. \$1,000,000 CSL Each Occurrence
<input type="checkbox"/> 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
<input checked="" type="checkbox"/> 7.	Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
<input type="checkbox"/> 8.	Other Insurance	
<input checked="" type="checkbox"/> 9.	<b>Roanoke County Board of Supervisors and/or Roanoke County School Board named as additional insured on Auto and General Liability Policies.</b> (This coverage is primary to all other coverage the County and Schools may possess and must be shown on the certificate.)	
<input checked="" type="checkbox"/> 10.	<b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<input checked="" type="checkbox"/> 11.	<b>Contractor shall submit Certificate of Insurance within five business days from notification of award.</b>	

### 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 \_\_\_\_\_

### **2018-121 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 \_\_\_\_\_