



# ROANOKE COUNTY

## FINANCE & MANAGEMENT SERVICES DEPARTMENT PURCHASING DIVISION

### REQUEST FOR PROPOSALS Non Professional Services

#### **RFP # 2021-074** **RV Camping, Gasoline, Programming, and Retail Services at Roanoke County's** **Explore Park**

**OPENING DATE: March 31, 2021**  
**OPENING TIME: 2:00 P.M.**

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division, at the Roanoke County Administration Building, 5204 Bernard Drive SW, Suite 300F, Roanoke, VA 24018. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061.

**A non-mandatory pre-proposal conference will be held at 10:00 AM on February 26, 2021** at the Arthur Taubman Center located at 56 Roanoke River Parkway Rd, Blue Ridge Parkway Milepost 115, Roanoke, VA 24014.

THIS PUBLIC BODY DOES NOT DISCRIMINATE  
AGAINST FAITH-BASED ORGANIZATIONS

DATE of RFP: February 10, 2021

## REQUEST FOR PROPOSAL

RFP No. 2021-074

Issue Date: February 10, 2021

Title: RV Camping, Gasoline, Programming and Retail Services at Roanoke County's Explore Park

Issued By: **County of Roanoke**  
**Roanoke County Administration Building**  
**Purchasing Division**  
**5204 Bernard Drive, SW, Suite 300-F**  
**Roanoke, VA 24018-0798**  
**Phone (540) 772-2061**  
**Email: KHoyt@roanokecountyva.gov**

Sealed proposals will be received on or before 2:00 P.M., March 31, 2021 for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m. on March 24, 2021. If necessary, an addendum will be issued and posted to the County website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

The County reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Vendor and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Vendor. Unless the proposal is withdrawn, the Vendor agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Division.

### Legal Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____	(Please Print)
_____ Zip: _____	Title: _____
Phone: _____	FAX: _____
Email: _____	Business License# _____

Virginia State Corporation Commission Identification Number: \_\_\_\_\_

TABLE OF CONTENTS  
REQUEST FOR PROPOSAL NO. 2021-074  
RV Camping, Gasoline, Programming and Retail Services at Roanoke County's Explore Park

Contents

<b>INTRODUCTION .....</b>	<b>4</b>
<b>SECTION 1. PURPOSE.....</b>	<b>6</b>
<b>SECTION 2. BACKGROUND.....</b>	<b>6</b>
<b>SECTION 3. INSTRUCTIONS TO VENDORS.....</b>	<b>9</b>
<b>SECTION 4. MISCELLANEOUS. ....</b>	<b>12</b>
<b>SECTION 5. PROTESTS.....</b>	<b>15</b>
<b>SECTION 6. SERVICES AND/OR ITEMS REQUIRED. ....</b>	<b>15</b>
<b>SECTION 7. EVALUATION CRITERIA. ....</b>	<b>17</b>
<b>SECTION 8. SELECTION PROCESS. ....</b>	<b>18</b>
<b>SECTION 9. COOPERATIVE PROCUREMENT. ....</b>	<b>19</b>
<b>SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.....</b>	<b>19</b>
<b>ATTACHMENT A: SAMPLE CONTRACT .....</b>	<b>20</b>
EXHIBIT 1: SAMPLE VENDOR'S INSURANCE AND BOND REQUIREMENTS .....	32
EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE .....	37
<b>ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST .....</b>	<b>38</b>

COUNTY OF ROANOKE, VIRGINIA  
REQUEST FOR PROPOSAL

**RFP NUMBER 2021-074**

RV Camping, Gasoline, Programming and Retail Services at Roanoke County's Explore Park

**INTRODUCTION**

The County of Roanoke, Virginia, is seeking proposals and qualifications from Vendors to develop, manage, and operate of additional recreational programs, a gas station, RV camping, and retail services at Explore Park in Roanoke, Virginia, in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 772-2061. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's Current Bid Opportunities website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061 or [KHoyt@roanokecountyva.gov](mailto:KHoyt@roanokecountyva.gov).

A non-mandatory pre-proposal conference will held at 10:00 AM on February 26, 2021 at the Arthur Taubman Center located at 56 Roanoke River Parkway Rd, Blue Ridge Parkway Milepost 115, Roanoke, VA 24014. It is recommended that Vendors attend such conference. Parks, Recreation and Tourism staff will make a brief presentation and be available for questions.

To be considered and evaluated for this RFP, proposals must be sealed and received on or before 2:00 p.m. on March 31, 2021 in the Purchasing Division, County of Roanoke, and 5204 Bernard Drive SW, Suite 300- F Roanoke VA 24018. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) **original, marked as such** and **five (5) copies, marked as such**, must be appropriately signed by an authorized representative of the Vendor, and must be submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation "**Explore Park Services**", **RFP No. 2021-074** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

The County of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The County of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Vendor whose proposal is, at the sole discretion of the County of Roanoke, determined to be in the best interest of the County.

Project evaluation and award will be accomplished in accordance with this RFP and Section **10.9** of the County of Roanoke Procurement Policy & Procedures Manual. If an award of a contract is made, notification of such award will be posted for public review on the County of Roanoke Purchasing Division's website under Current Bid Opportunities at <https://www.roanokecountyva.gov/bids.aspx> or you may contact Purchasing directly at (540) 772-2061 to request a copy of the award notification.

Unless the proposal is withdrawn, the Vendor agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Inquiries regarding this RFP should be directed to Kate Hoyt, at (540) 283-8149 or via email at [KHoyt@roanokecountyva.gov](mailto:KHoyt@roanokecountyva.gov). Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to the Purchasing Division.

This RFP consists of this Introduction, ten (10) numbered sections, and the attachments hereto.

**Each Vendor is solely responsible for ensuring that such Vendor has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County. Contact Purchasing by phone at (540) 772-2061, or by email at [KHoyt@roanokecountyva.gov](mailto:KHoyt@roanokecountyva.gov).**

Respectfully,

Kate Hoyt  
Buyer

Date: February 10, 2021

County of Roanoke, Virginia  
Request for Proposal No. 2021-074  
RV Camping, Gasoline, Programming and Retail Services at Roanoke County's Explore Park

## SECTION 1. PURPOSE.

Roanoke County requests proposals from adventure recreation companies, service providers, commercial retail and gas station operators, and similar interested parties ("prospective vendors") for the purpose of developing a public-private partnership at Explore Park in Roanoke Virginia for the development, construction and management of RV Camping, Programming, a gas station, and Retail Services at Explore Park. We invite these prospective vendors to respond to this RFP. Roanoke County envisions Explore Park as the starting place for individuals and families seeking adventure and enrichment in the outdoors. Roanoke County's focus will be expanding recreation opportunities such as hiking/biking trails, river access, overnight camping and educational programs based on the park's unique environmental and cultural history - all while preserving the park's natural beauty. The Blue Ridge Parkway is already a gateway for many visitors to our region with over 15 million people traveling the Parkway annually. Explore Park is located adjacent to and features direct access from the Blue Ridge Parkway.

The purpose of this Request for Proposal (RFP) is the procurement of qualified vendors to develop, manage, use, and operation of a gas station, programming, RV camping, and retail services at Explore Park in Roanoke, Virginia, consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Vendor.

## SECTION 2. BACKGROUND.

Roanoke County adopted a Master Plan (referred to as the Adventure Plan) and Business Plan (see link to both documents) for Explore Park in 2016. The County desires Explore Park to be redeveloped through a combination of public-private partnerships with developers, operators and concessionaires over the next five to ten years as a world class Outdoor Adventure Park.

The Plan for Explore Park is comprised of three documents:

Explore Park Adventure Plan - Guided by extensive public input from interested citizens and stakeholder groups, this document outlines the long-term strategy for the park. It includes recommended amenities, maps, circulation and recommendations for implementation.

Explore Park Business Plan - This comprehensive action plan contains recommendations for funding, staffing, management practices and other helpful tools based on a study of similar recreation attractions nationwide.

Special Places Report - Prepared by nationally known naturalist Michael Gaige, this document tells the cultural, environmental, and geological story of Explore Park to guide educational interpretation and preservation strategies as the park is developed.

**Key Amenities in the Adventure Plan currently in operation:**

River Access - The Adventure Plan calls for preservation of Explore Park's 2-miles of Roanoke River frontage, as well as increased public access for recreation such as boating and fishing. These efforts go hand-in-hand with the regional development of a blueway system throughout the Roanoke Valley. Rutrough Point is the access point to the Roanoke River, Smith Mountain Lake and Back Creek.

Mountain Bike Trails- Explore Park has over 14 miles of beginner, immediate and advanced level mountain bike trails open 365 days a year. Currently, a new trailhead and mountain bike skills park is under construction along with a new mile of mountain bike trail and one mile of trail is being rehabilitated.

Fishing- Explore Park has 2-miles of river front shoreline for fishing available 365 days a year.

Special Events - With a location along the Blue Ridge Parkway and ample parking, Explore Park is well positioned for events such as weddings, cultural arts shows, music festivals and trail racing or biking. Since Roanoke County re-opened the park in 2014, Roanoke County has increased the number and quality of events every year. Roanoke County has created a series of new special events at Explore Park that has attracted thousands of visitors. The new events include Adventure Sunday, Artisan Saturdays, Concerts and Illuminights. Illuminights alone drew more than 43,000 visitors in 2019 and 40,000 in 2020. Explore Park also hosts multiple foot races throughout the year.

Adventure Academy - Roanoke County already has a positive reputation as one of the area's leading providers of recreation activities for youth and adults. Roanoke County has expanded the program lineup to include a structured curriculum that introduces beginners to various forms of outdoor recreation. Roanoke County will seek firms to formalize recreation tracks and further develop these programs. Link to adventure academy:

<https://roanokecountyparks.com/555/Adventure-Academy>

Visitor Center - Roanoke County operates a visitor center that provides tourist information to visitors along with a gift shop, theater and exhibit area. See link to a virtual 360 degree tour: <http://www.seanshannonphotography.com/3d-model/explore-park-visitor-center/skinned/>

Wedding Venue - Explore Park is a popular destination for hosting weddings and wedding parties. Explore Park has a historic church and a modern reception venue onsite. Explore Park currently hosts 18-25 weddings annually.

Mayflower Hills Disc Golf Course - The hills, valleys and stunning vistas within Mayflower Hills Park provide the perfect backdrop for an 18-hole disc golf course. The course opened in May of 2018 and is ranked in the top 5 for disc golf courses in the Commonwealth of Virginia. Regional and National tournaments are held at Mayflower Hills.

Blue Mountain Adventures – Primitive camping and fixed tent sites are available for rental. Camping started in June of 2018. In addition, tubing on the Roanoke River is offered Memorial Day to Labor Day each year by Blue Mountain Adventures.

Don's Cab-Inns- Cabin and yurt rentals are available year round in this development. In addition, a state of the art bathhouse was constructed to support this development. Cabin and yurt rentals started in November of 2017.

Twin Creeks Brew Pub- Historic Brugh Tavern was opened by Twin Creeks Brewing Company to offer craft beer, local wines and cider along with a bistro food menu. Twin Creeks also offers outdoor dining with gas fire pits. Twin Creeks opened in December, 2019.

Treetop Quest- Treetop Quest is a family adventure aerial adventure course for ages four and up, with progressively challenging aerial obstacles guaranteed to provide a thrill like you've never experienced! Adventurers soar through the forest on Tarzan swings, traverse cargo nets, balance on tightropes and fly across zip-lines. Treetop Quest opened in July of 2019.

**Key Amenities in the Adventure Plan currently in development within the next 12-24 months:**

Roanoke River Greenway - Imagine being able to walk or bike from downtown Roanoke all the way to Explore Park in an afternoon. When complete over the next few years, the Roanoke River Greenway will stretch 30 miles from Roanoke County's Green Hill Park in western Roanoke County routing through the Cities of Salem and Roanoke to Explore Park.

**Key Amenities in the Adventure Plan currently seeking partners for in the next 24-60 months:**

In-River Whitewater Park - Go tubing, kayaking or canoeing through a series of natural rapids, enhanced by in-river features that can be modified depending on water levels. This amenity would be the first of its kind in Virginia.

Overnight Accommodations - The adventure plan calls for a variety of accommodations, built and managed by an outside vendor. Space has been designated for RV camping and two lodges; potential sites have been identified. These lodging amenities are part of the region's tourism plan.

Retail Operations -Space has also been designated for a gas station and country store that will service the park's new visitors and overnight campers.

Event Venues – Roanoke County envisions the transformation of Houtz Barn into an event stage in Riverside Village. Riverside Village will provide the venue for festivals, concerts, and events.



Park Services- Explore Park will offer a full line of programs, activities and outdoor services for families, active adults, children, outdoor enthusiasts. Explore Park will partner with individuals, companies and organizations to offer a robust level of services to park users.

## **PROGRAM GOALS**

Roanoke County has identified the following critical goals to be achieved by any initiative to develop the operations of Explore Park with a combination of public and private outdoor adventure and service providers that will increase the use of the park by Roanoke-Metro area residents and tourists to the region.

1. Develop Explore Park into a destination attraction.
2. Create a positive economic impact to the Metropolitan statistical area.
3. Create public-private partnerships to implement the Adventure Plan for the park through capital improvements, job creation, service delivery and marketing.
4. Develop public-private partnerships that embrace the connection to the Blue Ridge Parkway and the Metro area.

Construct new recreation amenities and re-purpose existing structures at Explore Park for service delivery and revenue generation.

## **PARTNERSHIP GOALS**

1. Develop a comprehensive marketing plan that promotes all of the individual attractions and amenities and position Explore Park as an east coast mountain destination.
2. Develop an atmosphere of collaboration between private enterprises and Roanoke County that creates a thriving outdoor recreation destination.
3. Apply for grants with private enterprises as opportunities become available.
4. Collaborate with Explore Park partners to develop gateway signage, regional and park signage.

## **SECTION 3. INSTRUCTIONS TO VENDORS.**

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. A Vendor must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which

may be discovered upon examination of the RFP. A Vendor requiring clarification or interpretation of this RFP should contact Kate Hoyt at (540) 283-8149.

- B. Until such time that an award is published, direct contact with any County employee without the express permission of the Purchasing Manager or designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Vendor's proposal.
- C. Prospective Vendors, sometimes referred to as providers, operators, contractors, or consultants, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Documents should be marked proprietary as warranted. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the County of Roanoke, which may also be considered.

- 1. Organizational structure of firm and qualifications of management personnel.

Prospective Vendors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment B)

- 2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Vendor to comply with the duties and responsibilities described in this RFP. Each Vendor shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP. (See Attachment B)

- 3. Each Vendor is to state whether or not any of Vendor's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the County of Roanoke or has any responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the County of Roanoke. Each Vendor is advised that the Ethics in Public

Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP. (See Attachment B)

4. Experience in providing the services and/or items requested by this RFP. (See Attachment B)
5. Price.  
Prospective Vendors must submit the price such Vendor proposes to charge the County for providing the proposed services and/or items, including all fees and costs and how they are calculated, together with all benefits and/or revenue payments they propose to make to the County if appropriate. (See Attachment B)
6. The ability, capacity, and skill of the Vendor to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
7. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Vendor.
8. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
9. Compliance by the Vendor with laws and ordinances regarding prior contracts, purchases, or services. (See Attachment B)
10. The conditions, if any, of the proposal. (See Attachment B)
11. Marketing and effectiveness of the firm.
12. Prospective Vendors should submit, at a minimum, a description of the marketing approach and promotions they intend to pursue to maximize revenues generated from the services or items requested in this RFP. Provide examples of any promotions or promotional materials. (See Attachment B)
13. Revenue Control.

Prospective Vendors will explain the method of controlling, securing and maximizing revenues at the locations described in this RFP.

- D. Each Vendor should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other **local government** operations similar to those being requested in this RFP. Each reference should include organizational name, official address, contact person, title of contact, and phone number. At least two (2) of the references named should have knowledge of Vendor's debt payment history. (See Attachment B)
- E. Also include any other materials you may want to submit as part of your proposal response.

- F. Responses to this RFP must be in the prescribed format as outlined on Attachment B – Proposal Response and Checklist.

Vendor shall provide one redacted copy of its proposal fit for public dissemination, in the event the County must respond to a Freedom of Information Act request. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. Vendor shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Vendor's proposal.

- G. The County may request additional information, clarification, or presentations from any of the Vendors after review of the proposals received.
- H. The County has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Vendor.
- I. The County is not liable for any costs incurred by any Vendor in connection with this RFP or any response by any Vendor to this RFP. The expenses incurred by Vendor in the preparation, submission, and presentation of the proposal are the sole responsibility of the Vendor and may not be charged to the County.
- J. Only the County will make news releases pertaining to this RFP or the proposed award of a Contract.
- K. Each Vendor who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Vendor shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Vendor that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Vendor is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- L. Each Vendor is required to disclose if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Vendor by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

#### SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP 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 the Vendor shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law. **However, the Vendor must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining 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.

- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

C. **IMPORTANT NOTICE - ADDENDUMS AND NOTICES OF AWARD**

Any interpretation, correction, or change of the RFP will be made by an addendum. The County Purchasing Division or its designee will issue Addenda that will be posted to the County website on the Current Bid Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx>.

Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Vendors must not rely upon such interpretations, corrections, or changes.

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up via 'Notify Me' 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. **However, each Vendor is solely responsible for ensuring that such Vendor has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County.**

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.

The County is not responsible for any RFP obtained from any source other than the County. Contact Kate Hoyt by phone at 540-283-8149, or by email at [KHoyt@roanokecountyva.gov](mailto:KHoyt@roanokecountyva.gov).

- D. No Vendor shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The County may make investigations to determine the ability of the Vendor to perform or supply the services and/or items as described in this RFP. The County reserves the right to reject any proposal if the Vendor fails to satisfy the County that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Vendor must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Vendor must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the County of Roanoke to maximize participation whenever possible by minority and women owned business enterprises in all aspects of County contracting opportunities.
- I. The successful Vendor shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations. The successful Vendor shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Vendor in regards to law, code, or regulation compliance. The County reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.

- M. The procurement provisions of the Virginia Public Procurement Act as well as the County Procurement Manual, apply to this RFP, unless specifically modified herein. The County's Procurement Manual can be reviewed on the County's electronic procurement website.
- N. Insurance Requirements:  
Successful Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Vendor, or any of its subcontractors under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the County may have.

## SECTION 5. PROTESTS.

Any Vendor who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the County Purchasing Manager within the required time period.

## SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

**A description and/or listing of the services and/or items that the successful Vendor will be required to provide to the County under this RFP are those that are set forth in this RFP, below, referred to in any way in the sample contract, in any terms and conditions, and/or in any attachments to this RFP.**

**Each Vendor should carefully read and review all such items and should address such items in its proposal as applicable. However, the final description of the services and/or items to be provided to the County under this RFP is subject to negotiations with the successful Vendor(s), and final approval by the County.**

The following are the services and/or items that the successful Vendor will be required to provide to the County, and should be addressed in each Vendor's proposal.

Roanoke County is soliciting proposals from qualified firms to provide food, beverage, programming, Gas, RV camping and retail services at Explore Park. This will be a long term

sub-lease between Roanoke County and the selected firm(s). The Explore Park Adventure Plan provides for the following, but is not limited to, these services:

- Gas station
- Retail sales- fishing licenses, equipment and supplies, fire wood,
- Guided park experiences
- RV Campground
- Archery Complex
- Guided programs and excursions
- Cabins with bathrooms
- Lodge
- Meeting facility

The following specifications are provided for your review and consideration:

It is Roanoke County's objective to establish a partnership with qualified firms who will provide all aspects for planning, designing, building, advertising, scheduling, implementing, and operating a variety of food, beverage, gas and retail services at Explore Park. Roanoke County will award multiple contracts to multiple firms for different types of services. The selected firm(s) shall design, construct and operate the services in the identified areas of the Explore Park Adventure Plan. The selected firm(s) would be responsible for planning, construction and operation of any additional structures necessary to support their operations.

Explore Park has the following Existing Structures and Buildings available to use and re-purpose for commercial use:

Arthur Taubman Welcome Center- Dedicated and opened on May 6, 1998, to serve as the gateway to Virginia's Explore Park. Currently serves as a meeting and wedding venue. For a virtual 360 degree tour visit: <http://www.seanshannonphotography.com/3d-model/explore-park-taubman-center/skinned/> . This facility is approximately 7140 square feet and located in Adventure Village.

Slone's Grist Mill- Slone's grist mill was built between 1880 and 1890 in the Turner's Creek section of Franklin County, VA, on the Pigg River by the Slone family. Restoration, which began in 1996, has entailed replicating many 19th century mill components. This facility is approximately 1168 square feet and is located in Riverside Village.

Hofauger House- This home was originally built in 1837. This facility is approximately 1080 square feet. This facility is located in Riverside Village.

Houtz Barn- The German double-crib "bank barn" represents a highly specialized form of architecture. This barn served the needs of the Houtz family's large-scale commercial farming operation on Mason's Creek near present day Salem, VA. This facility is approximately 2450 square feet. This facility is located in Riverside Village.



Kemp's Ford School House - This original one-room schoolhouse was first located near a ford of the Blackwater River in Franklin County. This facility is approximately 460 square feet. This facility is located in Riverside Village

Leninger Cabin- This 1755 replica log cabin was built as a set for the feature length motion picture, "Alone Yet Not Alone", released in 2014. This facility is approximately 280 square feet. This facility is located in Riverside Village.

## SECTION 7. EVALUATION CRITERIA.

Vendors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The County of Roanoke does not use a numerical or weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Vendor in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to the County, although the County is not bound to select the Vendor who proposes the lowest fees or most benefits for services. The County reserves the right to negotiate fees and/or benefits to the County with the selected Vendor(s).
- C. The Vendor's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Vendor has no contractual relationships which would result in a conflict of interest with the County's contract.
- E. The Vendor's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Vendor's performance in comparable and/or similar projects.
- G. Whether the Vendor can provide the services and/or deliver the items in a prompt and timely fashion.
- H. Vendor's willingness to accept the County's sample contract/terms (Attachment A).

## SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, selection of the Vendor will be as follows:
1. The County's designee, shall engage in individual discussions with two or more Vendors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Vendors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Vendors shall not be disclosed to the public or competitors, except as may be required by law.
  2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Vendors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.
  3. Negotiations shall then be conducted, beginning with the Vendor ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Vendor. Otherwise, negotiations with the Vendor ranked first shall be formally terminated and negotiations conducted with the Vendor ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor.
- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of County personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the County as appropriate. The award of a contract, if made, will be made to the Vendor whose proposal best furthers the interest of the County. The County reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Vendor whose proposal is deemed to be in the best interest of the County.

- C. Oral Presentation: Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the County and may or may not be conducted.
- D. The County reserves the right to make multiple awards as a result of this solicitation.

## SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Vendor, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Vendor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or 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 Vendor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

## SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP # 2021-074 contains terms and conditions that the County will include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the County and the Vendor during negotiations. However, if a Vendor has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Vendor wants to discuss during negotiations, the Vendor should set forth such objections, changes, or additions in such Vendor's proposal submitted in response to this RFP. Otherwise, submission of a proposal by a Vendor will obligate such Vendor, if it is the successful Vendor, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Vendor.

**END**



## ATTACHMENT A: SAMPLE CONTRACT

### COUNTY OF ROANOKE, VIRGINIA SAMPLE CONTRACT BETWEEN COUNTY OF ROANOKE AND FOR

This Contract # 2021-074 is dated \_\_\_\_\_, between the County of Roanoke, Virginia, hereinafter referred to as the "County" or "Owner", and legal name/address of Vendor, hereinafter referred to as the "Vendor," Choose an item. .

#### WITNESSETH:

WHEREAS, Vendor has been awarded this nonexclusive Contract by the County for furnishing all equipment, materials, goods, labor, and services necessary for \_\_\_\_\_ and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

#### NOW, THEREFORE, THE COUNTY AND THE VENDOR AGREE AS FOLLOWS:

#### **SECTION 1. WORK/ SERVICES TO BE PROVIDED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by the County to the Vendor for the Work provided for in this Contract to be performed by the Vendor, the Vendor hereby covenants and agrees with the County to fully perform the services, provide any materials called for to construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, :

1. Insurance Requirements (Exhibit 1).
2. Scope of Work/Fee Schedule (Exhibit 2).
3. List of Locations (Exhibit 3).
4. Proposal Submitted by Vendor and dated \_\_\_\_\_ (Exhibit 4). **(To be provided after selection of Successful Vendor.)**
5. Request for Proposal No. 2021-074, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the County documents and this Contract will control over any Vendor supplied documents or information.

**SECTION 2. CONTRACT AMOUNT (terms may vary depending on project to be completed or services to be provided).**

The County agrees to pay the Vendor for the Vendor's complete and satisfactory performance of the Work/ Service, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$\_\_\_\_\_, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the County, and the Contract amount may be decreased by the County's assessment of any damages against the Vendor, as may be provided for in this Vendor or by law, and the County retains the right of setoff as to any amounts of money the Vendor may owe the County. However, Vendor further acknowledges and agrees that any request for Vendor to perform Work under this Contract is in the sole discretion of the County and that there is no guarantee of any minimum amount of Work that may be requested by the County and that no Work may be requested.

Vendor agrees to pay the County \$\_\_\_\_\_ for lease of County land and \_\_\_\_% of gross profits derived from providing \_\_\_\_\_ services at Explore Park.

**SECTION 3. TERM OF CONTRACT.**

All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

**SECTION 4. TIME OF PERFORMANCE.**

The Vendor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the County representative to the Vendor, and the Vendor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Vendor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Vendor will cooperate and coordinate with the other County Vendors or employees doing other work or using the area where Vendor is working.

**SECTION 5. PAYMENT.**

- A. The County and Vendor agree that the County will only pay the Vendor for time actually spent and materials actually provided on the Project requested and accepted by the County. Invoices for services rendered and accepted shall be submitted by Vendor directly to the payment address of the requesting County department/division. Payment of such invoices shall be the responsibility of the department/division.

- B. The terms of this Contract provide for Vendor to remit a certain portion of its gross sales proceeds from sales of Vendor's product on County owned or leased property to the County. County shall have the right to conduct an annual audit of Vendor's revenues as part of a true-up process to ensure compliance with revenue-sharing provisions in leases or agreements.

#### **SECTION 6. SALES TAX EXEMPTION.**

The County is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the County's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9. The County's tax-exempt status shall not inure to the benefit of Vendor. Vendor shall be liable for all applicable local, state and federal taxes that may arise or be due under this Agreement.

#### **SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.**

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to County personnel making the request and accepted by the County. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the County upon receipt and acceptance of such items by the County.

#### **SECTION 8. INSPECTION.**

The County shall have a reasonable time after receipt of items / services provided and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the County do not fully conform to the provisions hereof, the County shall have the right to reject and return such nonconforming items, at the sole cost of the Vendor.

#### **SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.**

Vendor agrees that all items provided to the County will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Vendor shall use reasonable commercial efforts to assist the County in processing warranty claims against a manufacturer. Vendor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like Vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the County, any items, material,

equipment, or part of the item that is found by the County to be defective or not in accordance with the terms of this Contract.

#### **SECTION 10. PAYMENTS TO OTHERS BY VENDOR.**

The Vendor agrees that Vendor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Vendor's payment to other entities and the Vendor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Vendor by the County. Vendor further agrees that the Vendor shall indemnify and hold the County harmless for any lawful claims resulting from the failure of the Vendor to make prompt payments to all persons supplying the Vendor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the County may, in the County's sole discretion, after providing written notice to the Vendor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the County determines it to be appropriate to do so.

#### **SECTION 11. HOLD HARMLESS AND INDEMNITY.**

Vendor shall indemnify and hold harmless the County and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near County's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Vendor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

#### **SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.**

Vendor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Vendor further agrees that Vendor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

#### **SECTION 13. INDEPENDENT VENDOR.**

The relationship between Vendor and the County is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Vendor shall, at all times, maintain its status as an independent Vendor and both parties acknowledge that

neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

#### **SECTION 14. REPORTS, RECORDS, AND AUDIT.**

Vendor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year covered by this Contract. The County, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Vendor. This includes the County's right to audit and/or examine any of the Vendor's documents and/or data as the County deems appropriate to protect the County's interests.

#### **SECTION 15. INSURANCE REQUIREMENTS.**

Vendor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Vendor's employees. Such insurance coverage shall be obtained at the Vendor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Vendor under this Contract. Additional insured endorsements, if required, must be received by the County within 30 days of the execution of this Contract or as otherwise required by the County's Risk Manager.

#### **SECTION 16. DEFAULT.**

If Vendor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the County may, by written notice to Vendor, terminate this Contract in whole or in part. In addition to any right to terminate, the County may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for any damages to the County resulting from Vendor's default. The County further reserves the right to immediately obtain such work or services from other entities in the event of Vendor's default.

#### **SECTION 17. NONWAIVER.**

Vendor agrees that the County's waiver or failure to enforce or require performance of any term or condition of this Contract or the County's waiver of any particular breach of this Contract by the Vendor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Vendor and does not bar the County from requiring the



Vendor to comply with all the terms and conditions of the Contract and does not bar the County from asserting any and all rights and/or remedies it has or might have against the Vendor under this Contract or by law.

#### **SECTION 18. FORUM SELECTION AND CHOICE OF LAW.**

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke County Circuit Court, or in the Roanoke County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair and customary meaning as if both parties jointly prepared this Contract.

#### **SECTION 19. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION 20. NONDISCRIMINATION.**

- A. During the performance of this Contract, Vendor agrees as follows:
  - i. Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. Vendor in all solicitations or advertisements for employees placed by or on behalf of Vendor will state that Vendor is an equal opportunity employer.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Vendor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **SECTION 21. DRUG-FREE WORKPLACE.**

- A. During the performance of this Contract, Vendor agrees to (i) provide a drug-free workplace for Vendor'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 the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Vendor that Vendor 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.
- B. 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 Vendor, 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.

## **SECTION 22. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the County does not discriminate against faith-based organizations.

## **SECTION 23. DATA ON CONVICTIONS FOR CERTAIN CRIMES**

The Vendor 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. Upon request by the Schools, Vendor shall provide specific documentation to verify that it has conducted requisite criminal conviction checks on its employees, agents, sub-Vendors, and assigns. Schools reserve the right to remove or deny entrance to any employee, agent, sub-Vendor, or assign of Vendor when School determines, in its sole discretion, that such person poses a risk to health or safety of others on School property.

The Consultant 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 Consultant 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 Roanoke County and the Roanoke County School Board. Data and Convictions information will be requested before the County of Roanoke/Schools enters into a contract / when required.

## **SECTION 24. ASSIGNMENT.**

Vendor may not assign or transfer this Contract in whole or in part except with the prior written consent of the County, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Vendor from any of the covenants or undertakings contained in this Contract and the Vendor shall remain liable for the Contract during the entire term thereof.

## **SECTION 25. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, including any disputes as to change orders or extra work, shall be submitted, in writing, no later than sixty (60) calendar days after final payment or payment designated as a final payment; however, written notice of the Vendor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Vendor. A written decision upon any such claims will be made by the Board of Supervisors or its designee (hereafter "BOS"). The Vendor may not institute legal action prior to receipt of the County's decision on the claim unless the BOS fails to render such decision within ninety (90) calendar days from submittal of its claim. The decision of the BOS shall be final and conclusive unless the Vendor within six (6) months of the date of the final decision on a claim or from expiration of the 90 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the County to render a decision within said ninety (90) calendar days shall not result in the Vendor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said ninety (90) calendar days shall be Vendor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

## **SECTION 26. SUCCESSORS AND ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

## **SECTION 27. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

## **SECTION 28. COUNTERPART COPIES.**

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**SECTION 29. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

**SECTION 30. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To County: County of Roanoke  
General Services & Parks, Recreation and Tourism  
1206 Kessler Mill Road  
Salem, Virginia 24153

Email: [\\_\\_\\_\\_\\_@roanokecountyva.gov](mailto:_____@roanokecountyva.gov)

Copy to: County of Roanoke  
Purchasing Division  
Attn: Kate Hoyt  
5204 Bernard Drive, SW, Suite 300-F  
Roanoke, Virginia 24018-2020

Email: [KHoyt@roanokecountyva.gov](mailto:KHoyt@roanokecountyva.gov)

If to Vendor: \_\_\_\_\_  
Attn: \_\_\_\_\_, President/CEO

Email Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Notices shall be deemed to be effective one day after sending if sent by overnight courier or electronic mail, three (3) days after sending it by certified mail, return receipt requested.

**SECTION 31. PROTECTING PERSONS AND PROPERTY.**

The Vendor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Vendor's operation in connection with the Work. The Vendor will maintain adequate protection of all Vendor's Work to prevent damage to it and shall protect the County's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Vendor agrees to be responsible for the entire

Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the County or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the County shall be the responsibility of the Vendor. Vendor shall also be responsible for any inventory shortages and discrepancies of any type.

### **SECTION 32. CONTRACT SUBJECT TO FUNDING.**

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Vendor agrees that the County may terminate this Contract on seven (7) days written notice to Vendor, without any penalty or damages being incurred by the County. Vendor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

### **SECTION 33. SUSPENSION OR TERMINATION OF CONTRACT BY COUNTY.**

The County, at any time, may order Vendor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Vendor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the County all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Vendor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Vendor to fulfill any of its Contract obligations, the County may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Vendor shall be liable to the County for any damages allowed by law, and upon demand of County shall promptly pay the same to County.
2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Vendor, the Vendor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the County and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and County may pursue any and all such rights and remedies against Vendor as it deems appropriate.

#### **SECTION 34. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Code of Virginia pertaining to bidders, vendors, offerors, contractors, and subcontractors are applicable to this Contract.

#### **SECTION 35. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.**

Vendor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a Vendor organized as a stock or nonstock 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 or as otherwise required by law. Vendor 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, to be revoked or cancelled at any time during the term of the Contract. The County may void the Contract if the Vendor fails to remain in compliance with the provisions of this section.

#### **SECTION 36. OWNERSHIP OF REPORTS AND DOCUMENTS.**

Vendor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Vendor to the County and all such items shall become the sole property of the County. The Vendor agrees that the County shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the County may reproduce, copy, and use all such items as the County deems appropriate, without any restriction or limitation on their use and without any cost or charges to the County from Vendor. Vendor hereby transfers and assigns all such rights and items to the County. Vendor further agrees Vendor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Vendor also warrants that Vendor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

#### **SECTION 37. ENTIRE CONTRACT.**

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

**SIGNATURE PAGE TO FOLLOW.**

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

(Full Legal Name of Vendor)

By\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

COUNTY OF ROANOKE, VIRGINIA

By\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Approved as to execution:

\_\_\_\_\_  
County Attorney/Assistant County Attorney

**CONTRACT  
BETWEEN COUNTY OF ROANOKE AND  
FOR \_\_\_\_\_**

**EXHIBIT 1: SAMPLE VENDOR'S INSURANCE AND BOND REQUIREMENTS**

**REFERENCE: RFP 2021-074**

**INSURANCE REQUIREMENTS SECTION**

The Vendor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Vendor nor any subcontractor shall commence work under this Contract until the Vendor has obtained and provided proof of the required insurance coverages to the County, and such proof has been approved by the County. The Vendor confirms to the County that all subcontractors have provided Vendor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Vendor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insureds, by endorsement, to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Vendor shall immediately notify in writing the County of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Vendor shall provide to the County with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
  - (1) The County and its officers, employees, agents, assigns, and volunteers are additional insureds by endorsement as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Vendor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Vendor and any subcontractors under this Contract).

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Vendor under this Contract, to the County and its



officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Vendor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the County's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The County of Roanoke shall also be named as the Certificate Holder.

**C. The following insurance coverages and limits are required in order to provide services or materials to Roanoke County general government agencies and the Roanoke County Public Schools. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk.**

The Successful Vendor shall carry Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers as additional insureds, by endorsement, on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability coverage. The additional insured status shall be endorsed to the coverage with the provision that this coverage "is primary to all other coverage the County of Roanoke and/or Roanoke County Public Schools may possess." A Certificate of Insurance evidencing the additional insured status must be presented to the County of Roanoke and/or Roanoke County Public Schools along with a copy of the Endorsement prior to work or services beginning.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the County 30 days' notice of its decision to cancel coverage.

**(1) Workers' Compensation**

Statutory Virginia Limits

Employers' Liability Insurance

- \$100,000 for each Accident by employee
- \$100,000 for each Disease by employee
- \$500,000 policy limit by Disease

**(2) Commercial General Liability - Combined Single Limit**

- \$1,000,000 each occurrence including contractual liability for specified agreement
- \$2,000,000 General Aggregate (other than Products/Completed Operations)

- \$2,000,000 General Liability-Products/Completed Operations
- \$1,000,000 Personal and Advertising injury
- \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

(3) **Business Automobile Liability** – including owned, non-owned and hired car coverage

- Combined Single Limit - \$1,000,000 each accident

Compliance by the Vendor with the foregoing requirements as to carrying insurance shall not relieve the Vendor of their liabilities provisions of the Contract

- D. Contractual Liability covers the following indemnity agreement: “The Successful Vendor agrees to indemnify, defend and hold harmless the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Vendor, provided that such liability is not attributable to the County or School Division’s sole negligence.”
- E. The continued maintenance of the insurance policies and coverages required by the Agreement is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant/Vendor for default.
- F. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant/Vendor, and/or its subcontractors, or their insurance carriers. The County does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant/Vendor’s interest or liabilities, but are merely minimums. The obligation of the Consultant/Vendor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Consultant/Vendor in the event that the County or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance.
- G. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".
- H. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be

accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Roanoke and Roanoke County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

- I. The certificate holders on the Accord form Certificates of Insurance shall be:

Roanoke County Board of Supervisors  
5204 Bernard Drive, Suite 300F  
Roanoke, VA 24019-0798  
Attn: Purchasing Dept.

J. **Claims Made Policies**

If the liability insurance has been issued on a "claims made" basis, the Successful Vendor must either:

- (1) Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Vendor's work; or
- (2) Purchase the extended reporting period endorsement for the policies and provide certificates of insurance and a copy of the endorsement.

**BOND REQUIREMENTS SECTION**

The Vendor shall comply with the bond requirements set forth in the Contract, including the items set forth below:

- A. Except in cases of emergency, all bids for construction contracts shall be accompanied by a bid bond from a surety company selected by the bidder, which is legally authorized to do business in Virginia.
- (1) A bid, payment or performance bond for contracts for goods or services other than construction may be required if provided in the Invitation for Bid.
  - (2) The amount of the bid bond shall not exceed five percent (5%) of the total amount of the bid.

- (3) In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.
- (4) Upon award of any public construction contract exceeding \$100,000 awarded to any prime Vendor, such Vendor shall furnish:
  - i. Performance bond in the sum of the contract amount.
  - ii. Payment bond in the sum of the contract amount.
- (5) Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of the County.
- (6) In cases of emergency performance bonds/payment bonds are required within ten (10) calendar days of notice to proceed/project commencement.

**END**

**CONTRACT  
BETWEEN COUNTY OF ROANOKE  
AND \_\_\_\_\_  
FOR \_\_\_\_\_**

**EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE**

REF: RFP 2021-074

The services, work, and/or items that the Vendor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

The final scope of services will be negotiated with the Selected Vendor.

RFP No. 2021-074

ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST

Fully complete the following pages and submit along with Page 2 (Signature Page) of the RFP and all applicable attachments.

**I. General Information**

Vendor's (Legal Business) Name: \_\_\_\_\_

Doing Business As (If Different Name): \_\_\_\_\_

Person to Contact Regarding this RFP (Name): \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Check type of organization:

Corporation \_\_\_\_

Partnership \_\_\_\_

Sole Proprietor (Individual) \_\_\_\_

Other (describe) \_\_\_\_\_

If Sole Proprietor (individually owned), number of years in business: \_\_\_\_

Have you ever operated under another name? Yes \_\_\_\_ No \_\_\_\_

If yes -

Other name: \_\_\_\_\_

Number of years in business under this name: \_\_\_\_\_

State license number under this name: \_\_\_\_\_

## FORMAT OF PROPOSAL

### A. Table of Contents

B. **Introduction:** Short introduction and summary as to how the proposal will accomplish the scope and intent of this RFP.

C. **Narrative:** Provide a narrative describing all aspects of the proposal. At a minimum, items to be discussed in detail include but are not limited to:

- a. How will the concession operation enhance the Adventure Plan at Explore Park? Identify the “target audience” to whom the operation will be directed.
- b. Elaborate on the uniqueness of your Proposal and all of the components of said proposal.
- c. Identify any special areas, issues, or concerns to be considered by the RFP evaluation committee, which may affect the negotiation of a successful agreement. Examples include but are not limited to: past performance in a similar contract, financial considerations, operational concerns and length of agreement.
- d. Elaborate on your experience with permitting and planning processes for food, beverage, programming, gas, RV camping and/or retail services, as applicable.
- e. Included in your summary, please outline any expectations/requirements the Vendor has of Roanoke County for successful implementation of the proposal.
- f. A summation as to why your proposal should be selected.

D. **Marketing Plan:** Provide information describing how you intend to market the proposed services.

E. **Fee Schedule:** Vendor shall clearly state their proposed fee schedule/revenue sharing/ lease payment plan to be paid to Roanoke County.

F. **Maintenance Program:** Describe in detail your overall maintenance program for the facilities associated with your proposal to include the proposed percentage of revenue to be set aside for the maintenance program. Please state from which type of revenue; i.e.; gross, net of expenses, adjusted gross receipts, this percentage will be calculated from. Provide a clear summation of your maintenance strengths.

G. **Cash Flow Analysis Pro-Forma:** Modify as appropriate and complete a pro forma cash flow analysis for the proposed services you intend to provide.

H. **Conceptual Plan and Timeline:** Detail the anticipated timeline for initial planning, permitting and construction of the required and proposed improvements and to when the services would be operational. Provide a conceptual design and layout of the supporting structures.

- I. **Additional Services**: Describe any additional services or programs which the Vendor might desire to provide.
- J. **Organization of Firm**: The Vendor should submit as **Attachment 1** to their proposal, at a minimum the length of time in the business, , strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.
- K. **Experience**: The Vendor shall submit as **Attachment 2**, a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business.  
As applicable, enumerate, in detail, the duration and extent of the business experience of the principals pertaining to the complex management, operation, maintenance and improvements with food, beverage, gas, camping, recreational programming and/or retail services. You are encouraged to include photos, videos or other graphic presentations to further demonstrate your experiences with similar facilities.
- L. **Demonstration of Environmental Excellence**: As **Attachment 3**, describe the experience of your organization in demonstrating excellence in environmental protection including preservation principles, methods and techniques.
- M. **References**: Each Vendor should provide as **Attachment 4**, the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the County. Each reference should include organizational name, official address, contact person, title of contact, and phone number. At least two (2) of the references named should have knowledge of your financial viability.
- N. **Conditions of Vendor's Proposal**  
Vendor shall submit as **Attachment 5**, any conditions to the Vendor's proposal or exceptions to the sample contract (Attachment A to the RFP). The County reserves the right to reject proposals from Vendors who decline to sign the County's contract. Vendor should provide as a part of this Attachment a detailed list of any desired additional contractual terms for a public-private partnership with Roanoke County. The list of terms can include but not limited to land lease rates, contract lengths, timeline for implementation, percentages of sales and escalation factors.
- O. **Litigation, Claims, Judgements or Government Investigations**: Provide as **Attachment 6**, detailed information of any type of litigation, judgements, claims or government investigation (previous or pending) involving any principal, participant,



individual financial backer or investment group or legal business entity associated with this Proposal.

P. **Financial Plan:** *This information will only be asked for by Roanoke County of the Vendor should a proposal be selected for further consideration of award during the evaluation process; **Exhibit Q is not required to be included as a part of the Respondent's Proposal.*** The Vendor will have ten (10) days from the date of request to provide the following information. Should the Vendor refuse to provide the information within the timeframe specified herein, or should Roanoke County deem the Financial Plan fiscally unsound, Roanoke County may reject the proposal:

- a. Current, audited financial statements that reflect the assets and liabilities of the Proposer, including a statement regarding any recent or foreseeable mergers or acquisitions. This is required in order to determine if the Proposer has the adequate resources to develop, manage, operate and maintain a concession operation. Failure or refusal to provide this information may be sufficient grounds for Roanoke County to reject a Proposal. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP.
- b. If this is a new business entity created for the purpose of responding to this RFP, then the following must be made available upon request:
  - i. Names and addresses of all individuals with a five (5) percent or more interest in outstanding shares or ownership interest.
  - ii. Financial statements of each identified above.
  - iii. Tax returns for three (3) years for each individual above.
- c. Include a financing plan specifying how your plan will be financed if financing is required. Also include documentation supporting the internal availability of equity funds to finance any part of your proposal not financed with debt. Documentation should include identification of possible lenders and terms; audited financial statements from the Proposer and joint venture partners; and copies of relevant corporate income tax returns.
- d. Please redact personal identification information such as social security numbers and tax identification numbers from financial documents being submitted.

Q. **Conflict of Interest**

\_\_\_\_\_ Vendor, owner, officer, employees, agents and immediate family members are not now, and have not been in the past year, an employee of the County of Roanoke or has no responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom. (Initial above.)

OR

State the complete name and address of each such person and their connection to the County of Roanoke. Each Vendor is advised that the Ethics in Public Contracting

and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 (L) of the RFP, apply to this RFP.

Name

Address

---

---

---

---

---

---

**R. Convictions and Debarment**

If you answer yes to any of the following, state on **Attachment 7** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
  - a. ever been found guilty on charges relating to conflicts of interest?  
Yes \_\_\_\_ No \_\_\_\_
2.
  - a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?  
Yes \_\_\_\_ No \_\_\_\_
  - b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?  
Yes \_\_\_\_ No \_\_\_\_

**S. Compliance**

If you answer yes to any of the following, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to

same, including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 8**.

1. Has your organization:
  - a. ever been terminated on a contract for cause?  
Yes \_\_\_\_ No \_\_\_\_

**T. Confidential & Proprietary Information**

Identify the section and page number of any information in your proposal that has been identified as confidential, proprietary or a trade secret (see Section 4(A) of the RFP.

Page Number Information	Section	Description of Confidential and/or Proprietary
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Vendor shall provide one redacted copy of its proposal fit for public dissemination, in the event the County must respond to a Freedom of Information Act request. The redacted copy of Vendor's proposal shall be provided on USB Drive or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. Vendor shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Vendor's proposal.

**Attachments:**

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response.

Signature Page (p. 2) of RFP \_\_\_\_\_

Direct Contact with Students Form (p. 45) \_\_\_\_\_

Removable Media Containing  
Redacted Version of Proposal \_\_\_\_\_

Attachment B (Proposal Response  
And Checklist) to RFP 2021-074 \_\_\_\_\_

Body of Proposal (formatted as requested) \_\_\_\_\_

Proposal Attachments (as applicable)

1. Organization of Firm \_\_\_\_\_
2. Experience \_\_\_\_\_
3. Demonstration of Environmental Excellence \_\_\_\_\_
4. References \_\_\_\_\_
5. Conditions of the Proposal \_\_\_\_\_
6. Litigation, Claims, Judgments or Investigations \_\_\_\_\_
7. Debarment Explanation \_\_\_\_\_
8. Compliance Explanation \_\_\_\_\_

## Direct Contact with Students Form

Name of Bidder: \_\_\_\_\_

Pursuant to Va. Code § [22.1-296.1](#), as a condition of awarding a contract for the provision of services that require the Vendor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the Vendor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

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.

**As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.**

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Vendor  
(If different than Representative)*

\_\_\_\_\_  
*Date*