



RFP SC2016-002

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# Roanoke County Public Schools

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December 8, 2015

## REQUEST FOR PROPOSALS

RFP# SC2016-002

for

**Assessing the Architectural/Engineering Facilities Needs  
at Cave Spring High School  
for a Potential Renovation/Addition**

**One (1) Original, (7) Copies of Sealed Proposals Due**

Due : January 20, 2016

Time: 2:00 P.M. (Local Prevailing Time)

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## **SUBMISSION OF THE PROPOSAL**

One (1) unbound original, ten (7) complete copies of Sealed Proposals Due will be accepted at and until 2:00 PM (local prevailing time) on January 20, 2016 at Roanoke County Public Schools, in the front office, 5937 Cove Rd. Roanoke, VA 24019. As this is a sealed formal Request for Proposal, faxed or emailed proposals will NOT be accepted. Late proposals or proposals not received by the date and time listed will not be accepted and will be returned to the offerer unopened. The proposal package must be sealed closed securely and clearly be marked with **"SC2016-002 - Cave Spring H.S. - A&E Facilities Assessment"**.

## **EVALUATION OF THE PROPOSAL**

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

## **NO CONTACT POLICY**

After the date and time established for the receipt of the proposals by the Schools, any contact initiated by any Offeror with any School Board representative or County representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offerer from this procurement transaction.

## **RFP QUESTIONS**

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

Brian L. Weeks, Purchasing Coordinator  
**Roanoke County Public Schools**  
5937 Cove Rd., Roanoke, VA 24019

PH: 540.562.3900 ext 10152  
FAX: 540.562.3988  
Email: [bweeks@rcs.k12.va.us](mailto:bweeks@rcs.k12.va.us)

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

## **PURPOSE**

Roanoke County Public Schools (RCPS) is requesting formal sealed proposals from qualified firms/offerors to provide A&E facilities assessment services as outlined herein for Cave Spring High School. The purpose of this Request for Proposals (RFP) is to establish an agreement through competitive negotiation, for services including assessment, reporting and related services for future renovations and additions at Cave Spring High School in Roanoke County. This solicitation is being issued by Roanoke County Public Schools. The successful offerer, will submit a proposal with the required information, be available for interviewing if necessary, and rank highest in the final evaluation as outlined below within this document.

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## **BACKGROUND**

RCPS intends to renovate and/or add on to Cave Spring High School located at 3712 Chaparral Drive, Roanoke, VA 24018 in the near future.

## **SCOPE OF WORK**

The desired architectural/engineering services will include: assessment of architectural/engineering needs for Cave Spring High School for a renovation/addition project. Assessment should include but not be limited to evaluation/recommendations, programming and the existing conditions, necessities, and requirements of the following:

- |                           |                                     |
|---------------------------|-------------------------------------|
| 1. Roofing                | 9. Athletic Facilities              |
| 2. Plumbing               | 10. Floors/Carpet/Tile and Finishes |
| 3. Electrical Systems     | 11. Restrooms                       |
| 4. Mechanical Systems     | 12. Windows                         |
| 5. Classroom Spaces       | 13. Kitchen/Cafeteria               |
| 6. Administration Area    | 14. ADA Compliance                  |
| 7. Information Technology | 15. Information Technologies        |
| 8. Parking/Circulation    | 16. Site Plan                       |
|                           | 17. Stormwater management           |

## **ADDITIONAL MATERIALS / INFORMATION**

Documents containing existing plans and information are or will be made available by web posting.

## **TIME OF PERFORMANCE**

The assessment report & presentations shall be completed within 60-90 days of the notice to proceed.

## **EVALUATION CRITERIA**

RCPS will evaluate timely submitted proposals that provide the best combination of qualifications and value. Firms will be evaluated on the following criteria:

	Points
The firm's experience, approach and methodology for providing the services described herein	20
References/Firm History	20
Completeness and Overall quality of the proposal	20
The quality of performance of previous contracts and services	20
Estimated Cost	<u>20</u>
TOTAL	100

## **AWARD**

Selection may be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors selected. Prices shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror(s) so selected, RCPS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. RCPS may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.)

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Should RCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration. A contract may be negotiated and awarded to that Offeror. The award document will be RCPS Standard Contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

### **BASIS FOR AWARD**

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

### **PROPOSAL INFORMATION**

Include the following within the proposal:

Qualified, licensed firms shall submit the following information in their proposal

1. Background of the firm
2. List of similar projects completed by the firm and references.
3. Names and experience of key personnel who will work on the project.
4. Expected time frame for completion of project design.
5. Technical approach of the project.
6. Current workload, total man hour capacity and man hours of the firm available for Roanoke County Public Schools project
7. Past experience with utilizing value engineering on similar projects.
8. Past projects, with budget costs vs. actual costs for completed project
9. Provide a fee estimate of the project

Provide a complete statement of any exclusions or conditions assumed in the preparing the proposal.

### **REFERENCES**

All Offerors shall include a list five references, from school districts and similar projects only, Who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, email addresses, and phone numbers of all references on the attached form.

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

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## **COOPERATIVE PROCUREMENT**

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

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

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

## **SPECIAL TERMS & CONDITIONS**

### **AUDIT**

The Contractor hereby agrees to retain all books, records, and other documents relative to cost or pricing data for a period of three years from the date of final payment under the contract and the School Board, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials.

### **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the School Board shall be bound hereunder only to the extent of funds are available or may hereafter become available which, in the sole discretion of the School Board, are sufficient to pay the School Board's obligations under the resulting agreement. Contractor shall perform no work which would result in exceeding the dollar limitation of the School Board Purchase Order without first having obtained approval by the School Board.

### **INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect the Contractor and Roanoke County Public Schools ("the school division") from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the school division, its officers, directors, and employees from any and all liabilities, claims, demands, actions, costs, and expenses of any kind and nature whatsoever, which may be sustained by the school division by reason of Contractor's, or anyone acting on Contractor's behalf, action, omission, commission, or operation under the contract.

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Roanoke County Public Schools, its officers and employees shall be endorsed to the Contractor's Automobile, General Liability and Umbrella policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the school division may possess." A Certificate of Insurance evidencing the additional insured status must be presented to Roanoke County Public Schools along with a copy of the Endorsement.

Should any of the policies be canceled before the expiration date, the issuing company shall mail 30 days written notice to the certificate holder. The contractor shall furnish insurance in satisfactory limits, and on forms and of companies acceptable to the school division's attorney and shall require and show evidence of insurance coverage on behalf of any subcontractors, before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Workmen's Compensation Insurance with statutory limits and Employers Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - Including products and completed operations coverage.
  - a) Bodily Injury                      \$2,000,000      Each Occurrence  
   \$2,000,000      Each Occurrence  
   \$5,000 Medical Expense
  - b) Personal Injury                  \$2,000,000      Each Person
  - c) Contractual
3. Comprehensive Automobile Liability
  - (a) Bodily Injury                      \$2,000,000      Each Person  
   \$2,000,000      Each Occurrence
  - (b) Property Damage                \$2,000,000      Each Occurrence
4. Umbrella Liability                      \$5,000,000      Each Occurrence
5. Abuse & Molestation                  \$1,000,000      Each Occurrence
6. Construction Contractors – Must provide \$3,000,000 per claim Pollution Liability Insurance.
7. Director & Officers Liability - organizations that have direct contact with students shall have a minimum limit of \$1,000,000 each claim.
8. The contractor shall require each subcontractor to carry, as a minimum, coverage 1-7 as set forth above.

The Contractor shall have executed and delivered to the Owner a copy of all insurance certificates. All insurance policies under coverage 2 and 4 above shall name the Owner, as co-insured.

The contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the School Board will execute the Contract. In particular, we would call your attention to the following:

- A. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some

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Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the school division.

- B. The Certificate Holder should be listed as:  
Roanoke County School Board  
5937 Cove Road  
Roanoke, VA 24019
- C. Certificate of Insurance must have an original signature.
- D. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

- E. The Contractor agrees to waive all rights of subrogation against the Owner, its officers, employees, and agents.

The Contractor shall have executed and delivered to the Owner a copy of all insurance certificates prior to the effective date of the contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the Owner, and the insurance Company shall be responsible for notifying the Owner thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same.

The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Agreement, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

### **TESTING AND INSPECTION**

The School Board reserves the right to conduct any test/inspection it may deem advisable to assure that items and/or supplies and services conform to specifications.

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### **QUALIFICATION OF OFFERORS**

The School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the School Board all such information and data for this purpose as may be requested. The School Board reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The School Board further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the School Board that such Offeror is properly qualified to carry out the obligation of the contract and to complete the work/furnish the item(s) contemplated therein.

### **CHANGES IN THE CONTRACT**

The School Board may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the School Board a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the School Board's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract.

The same markup shall be used for determining a decrease in price as the result of the savings realized. The Contractor shall present the School Board with all vouchers and records of the Contractor, as it deems necessary to determine costs of savings. Any claim for an adjustment in price under the provision must be asserted by written notice to the School Board within 30 days from the date of receipt of the written order from the School Board. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the School Board or with the performance of the contract generally.

4. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract.



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

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

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

### **Submission and Receipt of Proposals**

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Schools no later than the specified due date and time for the Request for Proposal. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping.

### **Important Notice – Addendums and Notices of Award:**

Effective March 14, 2011, the Purchasing Division of Finance, in conjunction with the County of Roanoke, has a new and improved website. With this new website, Purchasing has gained a new bid module which will provide more information and faster downloads for the vendors interested in doing business with the County. There is a new advanced Email/Text Message notification system allowing vendors to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. The current Vendor Registration to receive notices of bids and proposals will soon be phased out completely. All vendors interested in receiving these automatic electronic notifications will need to sign up in the new '**Notify Me**' and it is their 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. The address for this new website is [www.RoanokeCountyVA.gov/purchasing](http://www.RoanokeCountyVA.gov/purchasing).

Although '**Notify Me**' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on the Roanoke County website, on bulletin board in the

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RCPS school administration building located at 5937 Cove Rd, and can be picked up at that location or requested by email.

### **Questions should be directed to:**

Brian Weeks, Purchasing Coordinator  
5937 Cove Rd  
Roanoke, VA 24019

Phone: (540) 562-3900, Ext.10152  
Fax: (540) 562-3988  
[bweeks@rcs.k12.va.us](mailto:bweeks@rcs.k12.va.us)

### **Acceptance or Rejection of Proposals**

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

### **Proposal Guaranty**

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

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

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

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

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

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

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

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

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

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

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

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

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

### **Invoices**

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

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## **Quality**

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

## **Acceptance of Material**

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

## **Warranty/Returns**

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

## **Delivery**

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

## **Default**

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

## **Copyright or Patent Rights**

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

## **Tax Exemption**

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

## **Certification and Ability**

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

## **Compliance with Laws**

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

## **Authority to Transact Business In Virginia**

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any

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

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

### **Ruling Law**

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

### **Nondiscrimination Provisions**

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

### **Insurance**

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

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Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

### **SPECIAL INSTRUCTIONS**

#### **Antitrust**

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

#### **Availability of Funds**

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

## **RFP SC2016-002**

### **Assignment of Contract**

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

### **Contract**

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

### **Modification of Contract**

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

### **Cancellation of Contract**

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

Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

### **Immigration Reform and Control Act of 1986**

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

### **Kickbacks**

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

### **Debarment**

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

## RFP SC2016-002

### **Indemnification**

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

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

### **Drug-free Workplace**

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

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

### **Data on convictions for certain crimes and child abuse and neglect**

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

### **Proprietary Information**

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of



## RFP SC2016-002

Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

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

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

## RFP SC2016-002

### NOTICE OF PROPRIETARY INFORMATION FORM RFP #SC2016-002 CAVE SPRING H.S. BUILDING/SITE EVALUATION

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

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

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

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

# RFP SC2016-002

## SIGNATURE SHEET

### RFP #SC2016-002 CAVE SPRING H.S. BUILDING/SITE EVALUATION

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

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

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

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

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

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

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

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

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

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

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO

AUTHORIZED PER VA CODE §2.2-4311.2 \_\_\_\_\_

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

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

# RFP SC2016-002

## REFERENCE FORM RFP #SC2016-002 CAVE SPRING H.S. BUILDING/SITE EVALUATION

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

Contact:\_\_\_\_\_ Telephone \_\_\_\_\_

Email:\_\_\_\_\_ Length of Relationship \_\_\_\_\_

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

Contact:\_\_\_\_\_ Telephone \_\_\_\_\_

Email:\_\_\_\_\_ Length of Relationship \_\_\_\_\_

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

Contact:\_\_\_\_\_ Telephone \_\_\_\_\_

Email:\_\_\_\_\_ Length of Relationship \_\_\_\_\_

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

Contact:\_\_\_\_\_ Telephone \_\_\_\_\_

Email:\_\_\_\_\_ Length of Relationship \_\_\_\_\_

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

Contact:\_\_\_\_\_ Telephone \_\_\_\_\_

Email:\_\_\_\_\_ Length of Relationship \_\_\_\_\_

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## RFP SC2016-002

### CERTIFICATION OF CONTRACTOR/EMPLOYEE RFP #SC2016-002 CAVE SPRING H.S. BUILDING/SITE EVALUATION

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

Full Name of Employee:\_\_\_\_\_

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies as follows:

- (i) that I have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child

and

- (ii) that I have ☐ have not ☐ been convicted of a crime or moral turpitude.

I further understand that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor.

If you checked the box indicating that you have been convicted of a crime or moral turpitude, list the nature of the crime and the date and court conviction below:

Nature of Crime

Date

Court of Conviction

Date:\_\_\_\_\_

\_\_\_\_\_  
Name of Contractor/Employee