



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

December 8, 2006

Don Karnes
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
(540) 772-2061 ext. 305
(540) 772-2074(FAX)

REQUEST FOR PROPOSAL

RFP CP #0736

For

**Construction Management Services for
Multigenerational Recreation Center Project**

One (1) Original and (5) five complete copies of Sealed Proposals Due

DUE DATE: December 28, 2006

4:00 PM

(Local Prevailing Time)

**PRE-PROPOSAL MEETING
DECEMBER 20, 2006 at 2:00 PM**

**Location: Roanoke County Administration Building
5204 Bernard Drive SW
4th Floor Training Room
Roanoke Virginia**

December 7, 2006
RFP CP #0736

Construction Management Services for Multigenerational Recreation Center Project

SCOPE OF WORK

The County of Roanoke is requesting formal proposals from qualified Construction Management firms to assist in the evaluation process of the proposals received under the PPEA process for the construction of a Multigenerational Recreation Center and to serve as the owner's representative in the contract negotiation, design and construction phases of the project. The attached scope of work is submitted for your review and consideration.

SUBMISSION OF THE PROPOSAL

One (1) original and five (5) complete copies of the sealed proposal will be accepted at and **until 4:00 PM (local prevailing time) on December 28, 2006**, at the Department of Finance, Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018-0798. As this is a sealed formal Request for Proposal, faxed proposals will **NOT** be accepted. It is the responsibility of the offeror to insure that their responses are received on time. Any responses received after the above date and time will be returned to the offeror unopened. All responses must have the proposal number and title clearly marked on the outside of the sealed package.

Pre-proposal Conference:

A pre-proposal conference will be held on December 20, 2006 at 2:00 PM in the 4th floor Training Room located in the County of Roanoke's Administration Building, 5204 Bernard Drive, Roanoke, VA 24018. This meeting will be held to discuss the project and to answer questions from proposers. The pre-proposal meeting is not mandatory.

The County of Roanoke shall provide the mechanism for the evaluation of all information received, the final determination of responsible offeror and reserves the right to waive informalities and irregularities and to accept or reject any or all proposals. The County of Roanoke reserves the right to make a lot award or to award to more than one offeror.

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

Proposals should be complete. Any inquiries regarding this proposal shall be in writing and sent to Don Karnes at the above address or emailed to dkarnes@roanokecountyva.gov. Questions received within seven (7) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposal. All inquiries will be responded to via fax or email to all known vendors.

Roanoke County solicits participation from minority-owned businesses.

BACKGROUND

The County of Roanoke has received an unsolicited proposal for the construction of a Multigenerational Recreation Center under the PPEA process. In accordance with provisions of the PPEA, alternate competing proposals may be submitted to the County as well.

SCOPE

The selected Construction Management firm will assist County staff in evaluating the original Phase One PPEA proposal and any competing proposals for the project. On the merits of the PPEA proposals, the selected Construction Management firm will assist in the ranking of the proposals and recommend which proposals, if any, should be moved to Phase II PPEA proposal development.

After receipt of Phase Two proposals, the selected Construction Management firm will assist in the evaluation of the Phase Two proposals and make a recommendation for the award of the project. It is anticipated that a draft comprehensive agreement will be included in notices to offerors that are asked to submit Phase Two proposals. The selected Construction Management firm will also assist in development of the draft comprehensive agreement and negotiation of the final comprehensive agreement. Upon successful negotiation of a comprehensive agreement, the Construction Management firm will provide owners representative construction management services for the duration of the project.

The project consists of a Multigenerational Recreation Center including but not limited to the following components:

- Aquatics facilities (Indoor and Outdoor)
- Fitness Center
- Gymnasiums
- Administrative Offices
- Community Program Space for families, teens and senior citizens.

Additional components may be added during design development.

PROPOSAL SUBMISSION REQUIREMENTS

General Instructions

In order to be considered for selection, Offeror must submit a complete response to this RFP. One (1) original (which must be so marked) and five (5) copies of the proposal must be submitted to the Purchasing Division.

The County will not accept oral proposals, or proposals received by telephone, fax machine, or electronic mail.

Proposals shall be signed by an authorized representative of the firm. All information requested shall be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or in the evaluation team giving a lowered evaluation of the proposal.

All erasures and other changes in the proposal shall be signed or initialed by the Offeror.

The proposal and any other documents required shall be enclosed in a sealed envelope, package, or box, clearly marked "**RFP CP #0736 – CONSTRUCTION MANAGEMENT**".

The time proposals are received shall be determined by the time it is received in the Purchasing Office and is logged in. Offerors are responsible for insuring that their proposals are received by the Purchasing Office personnel by the deadline indicated.

By submitting a proposal in response to the RFP, the Offeror represents it has read and understands the RFP and has familiarized itself with all federal, state and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract.

The failure or omission of the Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions, shall in no way relieve the Offeror from the obligations with respect to its proposal or to the contract.

A proposal may be modified or withdrawn by the Offeror at anytime **prior** to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of intention to modify or withdraw. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of the proposals.

It is the sole responsibility of the Offeror to retrieve or have retrieved at Offeror's expense any such withdrawn proposal whether for complete withdrawal or for modification. Such retrievals must be conducted at a time and date pre-arranged and acceptable to the Purchasing Office.

All proposals received in the Purchasing Office by the time and date set shall be accepted. All proposals in the possession of the Purchasing Office at said time and date set shall be considered Offerors' final proposals. Late proposals received by the Purchasing Office shall be refused or returned to the Offeror unopened.

Specific Instructions

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

2. Proposal contents should be organized in the order in which the requirements are presented in the RFP format section. All pages of the proposal should be numbered consecutively. The proposal should contain a table of contents. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to readily locate the specific RFP requirements.

Proposal Response Format

The Offeror is required to submit the following items as a complete proposal:

1. Executive Summary - Brief overviews for ready reference as follows
 - a. Statement of Qualifications/Experience
 - b. Project Management plan that addresses the task.
2. Statement of Qualifications/Experience - Detailed Materials
The statement of Qualifications/Experience must include a description of organizational and staff experience, and resumes of proposed staff.

Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in the RFP. Information about experience should include direct experience with the specific subject matter.

References: Special notation must be made of similar or related programs performed and must include brief descriptions of the projects, dates of operation, organization names, addresses, contact persons names, and telephone numbers for such reference
Provide a list of at least five (5) references where similar services have been provided.

FOR QUESTIONS

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

Don Karnes, Purchasing Division, Phone (540) 772-2034, Fax (540) 772-2074
E-mail: dkarnes@roanokecountyva.gov

EVALUATION OF THE PROPOSAL

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. The County retains the right to award to one or to more than one offeror as is in the best interest of the County. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the offeror to provide the required services.

EVALUATION CRITERIA and SELECTOPM PROCESS

Proposal Evaluation and Selection Process

Information submitted with the response to the RFP will be evaluated by a committee.

Selection of the successful firm will be based upon submission of proposals meeting the selection criteria. The selection criteria in descending order are as follows:

- a. Completeness of proposal (all items fully described and addressed as set forth in the RFP)
- b. Clearly demonstrated understanding of the work to be performed demonstrated by the completeness and reasonableness of the Offeror's plan for accomplishing the services and approach to this project.
- c. Relative experience, technical capabilities, and professional competence
- d. Qualifications of proposed personnel
- e. References.
- f. Current workload and ability to complete the required work within the County's time-frame.

The evaluation committee shall select a minimum of two (2) qualified offerors, if same are available, with whom negotiations shall be conducted in conjunction with, or following oral presentations.

Based upon the selection criteria, interview and oral presentations, the committee will then make a recommendation to the County for approval as to the offeror best suited for this project.

Questions

Questions concerning this Request for Proposals for Construction Management Services should be addressed to Don Karnes, at (540)772-2034, by writing to P.O. Box 29800, Suite 300-F, Roanoke, VA 24018; or by e-mail to dkarnes@roanokecountyva.gov.

GENERAL TERMS AND CONDITIONS

Public Procurement Law Compliance: All procurement made by any department, office or school within Roanoke County will be in accordance with the Virginia Public Procurement Act.

Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Roanoke County Circuit Court. The Vendor shall comply with applicable federal, state and local laws and regulations.

Anti-Discrimination: By submitting their proposals, Offerors certify to the County of Roanoke that they will conform to the provisions of the Federal Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national 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.
 - B. 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.
 - C. 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.
2. The Contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

Immigration Reform and Control Act of 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986. The Contractor is aware of and understands the Immigration Reform and Control Act of 1986 (IRCA) and is in compliance with IRCA; that it acknowledges its responsibility to complete I-9 Employment Eligibility Verification forms for all of its employees assigned to work on County contracts; that it is not knowingly employing any workers assigned to work on the County contracts who are not authorized to work in the United States; and that it agrees to defend and

indemnify the County for any liability arising out of claims that the contractor's employees are not authorized to work in the United States or any other claims based upon any alleged violations of IRCA by the contractor.

Debarment Status: By submitting their proposals, Offerors certify that they are not currently debarred from submitting proposals on contracts by any political subdivision or agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any political subdivision or agency of the Commonwealth of Virginia.

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

Precedence of Terms: These General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

Testing and Inspection: The County of Roanoke reserves the right to conduct any test/inspection it may deem advisable to assure that items and/or supplies and services conform to specifications.

Qualification of Offerors: The County of Roanoke 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 County of Roanoke all such information and data for this purpose as may be requested. The County reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County 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.

References: Before a proposal is considered for award, the offeror may be requested by the County of Roanoke to submit a statement regarding previous experience in performing comparable work, business and/or technical organization, financial resources, and plant available to be used in performing the work or in supply materials, supplies, and equipment.

Additional Information: The County of Roanoke reserves the right to ask any Offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information.

Right to Reject: The County of Roanoke reserves the right to reject any and all proposals (or any part thereof) and to waive any informalities or irregularities when the County, in its sole discretion, deems it in the best interests of the school division.

Withdrawal or Modification of Proposals Prior to Due Date: Proposals may be withdrawn or modified by written or telegraphic notice received from Offerors prior to the time fixed for proposal receipt.

Bonds: The County of Roanoke reserves the right to require proposal, performance, and/or payment bonds upon request.

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 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 Owner and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces and above. The Contractor shall furnish a copy of an original Certificate of Insurance naming County of Roanoke Board of Supervisors as an additional insured. Should any of the policies be canceled before the expiration date, the issuing company will 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 Owner'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 \$1,000,000 Each Occurrence
 \$1,000,000 Each Occurrence
 - (b) Personal Injury Contractual
 \$1,000,000 Each Person
3. Comprehensive Automobile Liability
 - (a) Bodily Injury \$1,000,000 Each Person
 \$1,000,000 Each Occurrence
 - (b) Property Damage \$1,000,000 Each Occurrence
4. Umbrella Liability \$5,000,000 Each Occurrence
5. The contractor shall require each subcontractor to carry, as a minimum, coverage 1, 2, 3, and 4 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 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.

The Certificate Holder should be listed as:

County of Roanoke
Board of Supervisors
5204 Bernard Drive
Roanoke, VA 24018

Certificate of Insurance must have an original signature.

Availability of Funds: It is understood and agreed between the parties herein that the County of Roanoke shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. Vendor shall perform no work which would result in exceeding the dollar limitation of the County Purchase Order without first having obtained written approval of the Finance Department, Purchasing Division.

Award of Contract: The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the County. The awards or award to the lowest responsive and responsible Offeror will be made as determined by the proposal evaluation factors. The County of Roanoke also reserves the right to reject any or all proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the County of Roanoke to be in its best interest.

Protest of Award or Decision to Award: Any Offeror or offeror, who desires to protest the award or decision to award a contract, shall submit such protest in writing no later than ten days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected offeror is not a responsible offeror. The written protest shall include the basis for the protest and the relief sought.

Changes in the Contract: Changes can be made to the contract in any one of the following ways:

The County of Roanoke may order changes within the general scope of the contract at any time by written notice to the Vendor. 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 Vendor shall comply with the notice upon receipt. The Vendor shall be compensated for any additional costs incurred as the result of such order and shall give the County of Roanoke 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 Vendor accounts for the number of units of work performed, subject to the County's right to audit the Vendors records and/or to determine the correct number of units independently; or
3. By ordering the Vendor 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 Vendor shall present the County of Roanoke with all vouchers and records of the Vendor 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 County of Roanoke within 30 days from the date of receipt of the written order from the County. 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 Vendor from promptly complying with the changes ordered by the County 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.

Contractual Claims: Whether for money or other relief, contractual claims shall be submitted in writing to the County's Project Contract Manager within sixty days after final payment; however written notice of the contractor's intent to file such a claim must be submitted to the County at the time of occurrence or beginning of the work upon which the claim is based. The County shall render a decision in writing to the contractor within thirty days after receipt of the claim.

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

Cancellation of the Contract: The County of Roanoke reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 thirty days written notice to the Vendor. Any contract cancellation notice shall not relieve the Vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Invoices: Invoices for items ordered, delivered and accepted shall be submitted by the Vendor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract order number.

Taxes: Sales to the County of Roanoke are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.

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.

In any and all claims against the County of Roanoke or any of their agents or employees by any employee of the vendor, or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Proprietary Information: Section 2.2-4342 of the Code of Virginia states: Trade secrets of proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom on Information Act; however, the offeror, or contractor must invoke the protections of this section prior to or upon submission of data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Audit: The Vendor hereby agrees to retain all books, records, and other documents relative to cost or pricing data for a period of two years from the date of final payment under the contract and the County of Roanoke, its agents, and/or auditors shall have full access to and the right to examine any of said materials.

PROPRIETARY INFORMATION
RFP CP #0736 Construction Management Services
for Multigenerational Recreation Center Project

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 2.2-4342 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 reasons 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 will result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION

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

Section Title	Page Number	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; (b) (4); 12 C. F. R 309.5(c) (

SIGNATURE FORM
RFP CP #0738 Construction Management Services
for Multigenerational Recreation Center Project

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP # CP 0738 and 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, Virginia Antitrust Act, 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 _____

Address _____

TELEPHONE # _____ FAX # _____

EMAIL ADDRESS* _____ FEIN _____

*Effective July 1, 2002, HB731 of the 2002 Virginia General Assembly updated the Virginia Freedom of Information Act. Email subscribers receiving information from a public body may, at their request, be exempt from having their email address given out should the email list be requested under the Freedom of Information Act (FOIA). If you would like to be **exempted**, please check **yes** below:

Exemption from distribution: ☐ Yes – I want my email address to be **excluded** from any FOIA distributions.

☐ No – My email address may be **included** in any FOIA distributions.

BUSINESS LICENSE # _____

SIGNATURE/TITLE _____

NAME/TITLE (please print) _____