

**MARKET BUILDING FOUNDATION, INC., ROANOKE, VIRGINIA**  
**REQUEST FOR PROPOSALS #2024-01 (“RFP”) AS AMENDED**  
**PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES**  
**FOR A USER EXPERIENCE AND DESIGN PROJECT**  
**OF THE HISTORIC ROANOKE CITY MARKET BUILDING**

The Market Building Foundation, Inc., Roanoke, Virginia (the “Foundation”), will accept proposals until January 17, 2025, 5:00 pm, local prevailing time, from qualified firms (“Offerors”) to provide full design services and construction documentation and administration for needed improvements to the food court, mezzanine, and outdoor dining areas of the Roanoke Historic Market Building. The proposal shall include professional services for architecture, interior design, engineering, and user-experience design as outlined in the scope of work. The Foundation intends to select one firm or design team to provide these services using the competitive negotiation procedure for professional services as defined in Section 2.2-4302.2 of the Code of Virginia.

Full copies of the RFP may be requested by contacting Elliot Broyles, Executive Director, at [procurement@citymarketbuilding.com](mailto:procurement@citymarketbuilding.com) or 540-293-4653. The RFP is posted on the Market Building website <https://citymarketbuilding.com/rfp>.

MARKET BUILDING FOUNDATION, INC. RFP #2024-01

Issued: November 5, 2024 Amended: December 11, 2024

Architectural/Engineering Services for the Historic Roanoke City Market Building

## **1. Background**

The Roanoke City Market Building is an iconic landmark for the City of Roanoke as well as a historic and cultural asset for the surrounding region. With a rich history dating back to its origins as a food center and communal hub, the City Market Building has evolved alongside changing lifestyles since 1922. Over the years, its role has shifted from being a wholesale produce and meat market to housing a bustling food court, and now, even more. Today, the City Market Building serves as a gathering place offering quality independent dining and shopping choices for the Roanoke Valley.

Like other community facilities across the country, the historic Roanoke City Market Building is still recovering from the effect of recent economic challenges including the Covid-19 Pandemic. These challenges prompted the Foundation to pursue a new position strategy which includes a redefined brand and visual identity system along with physical improvements to enhance the user experience.

On March 1, 2023 the Roanoke City Market Building Foundation partnered with the marketing agency of Eddy Alexander to develop a branding strategy that links the building's history, sophistication, and modern appeal. The Brand Guidelines provide an identity roadmap for current and future projects at the Roanoke City Market Building and will serve as a guide for the physical improvements of the facility.

## **2. Project Scope and Requirements**

The project area pertinent to this RFP includes the food court space located on the ground floor of the facility (approx. 6,177 sf) and two (2) mezzanines (1,500 sf each) overlooking the food court. The scope of work also extends to specific elements and components on the exterior of the facility in areas designated for public access and outdoor dining. The floorplan can be found at [www.CityMarketBuilding.com/rfp](http://www.CityMarketBuilding.com/rfp)

The project requirements outlined below are guiding principles to be used in conjunction with the Branding Project guide to inform the design process. The Foundation will consider the Offeror's level of experience and sample work reflecting these principles as part of the selection criteria.

A. Branding:

The Branding Project Guide is an important document to reference during the design process. The Foundation wants to ensure that the Roanoke City Market Building's brand is evident throughout the facility. Proposals must describe the firm's approach to effectively translating brand identity into the physical environment.

B. User Experience

The Foundation believes that the best food hall projects are laid out with two things in mind: enhancing the consumer experience while simultaneously maximizing efficiencies for profitability. Proposals must describe their approach to balancing aesthetics with functionality, comfort, accessibility, and emotional impact.

C. Accessibility

The Roanoke City Market is a place for gathering and community. As such, its spaces and environments must be usable by all people regardless of their age, size, or ability. Proposals must demonstrate the firm's experience and approach to accessible architecture and meeting ADA requirements.

D. Wayfinding/Placemaking:

A good system for wayfinding and placemaking orients visitors and increases foot traffic into and within the facility. As part of this RFP, the Foundation is requesting a signage package and interior design strategy that improves user engagement. Proposals must demonstrate the firm's experience and approach to wayfinding and placemaking in community spaces.

E. Acoustics and Lighting

The Foundation is seeking to elevate the acoustical and lighting performance of the food court area and mezzanines of the facility to provide a quality experience for visitors. Proposals must demonstrate experience with effective acoustic strategies and lighting design.

F. Historic Sensitivity

The Foundation is committed to preserve and protect the historic character of the Roanoke City Market Building. Proposals must describe the firm's approach and experience with design for historically sensitive building environments.

G. Sustainability

While this project will not seek LEED certification, it is important for the Foundation to incorporate sustainable design practices. Proposals must describe the firm's approach to sustainability and energy efficiency as it relates to designing public/community spaces.

### 3. Architectural, Engineering, and Interior Design Services:

#### A. Space Planning / Schematic Design

Develop a final space plan for the food court and mezzanines. Space plan shall be prepared on a 1/8" scale floor plan and shall include:

- Review existing plans and project documentation.
- Provide layout for project area including interior walls, open areas, doors, partitions, exterior walkways and windows.
- Provide location and accurate size of columns, stairways, restrooms, closets, storage, service areas, mechanical rooms, elevators, tenant service counters, corridors, and seating areas.
- Provide proposed uses and programming for underutilized areas of the building.
- Provide names and sizes of all rooms on the space plan.
- Provide a Schematic Furniture layout. Ensure appropriate scale and proportion of furnishings.
- Provide design concepts consistent with project requirements and Branding Project Guide.
- Expand details of space plan as necessary to complete the Schematic Design phase.
- ~~• Create a Preliminary Pricing Package to be issued to a General Contractor inclusive of the final space plans and detailed notes to facilitate an initial construction pricing.~~
- ~~• The awarded firm shall work with the Foundation to prepare and confirm a project budget and schedule.~~

The Design Team shall issue a complete Schematic Design package for the Foundation review and approval.

#### B. Design Development

Based on the approved Schematic Design package, the awarded firm shall:

- Prepare final electronic plans to be used for Design Development and for team coordination.
- Field-verify critical dimensions against existing "as-built" plans. Verify locations and dimensions of existing building elements such as columns, cores, and interior window walls for compliance with the received drawings. Notify the Foundation if the base building drawings received from the owner require amendment to reflect actual conditions. Document the exceptions or misrepresentations identified in the field.
- From the approved space plans, coordinate with their respective engineers as for preliminary MEP and Structural designs, with phasing considerations as necessary.
- Develop, document and present design details, finishes and color scheme for the project areas.

- Coordinate with the Foundation on technology and equipment requirements. Receive and confirm technical criteria consisting of all specification information, critical dimensions, power and environmental requirements for furniture, fixtures and equipment.
- Coordinate equipment schedules, system design and improvements, and architectural design requirements.
- Prepare an equipment matrix showing all required equipment based on information provided by the Foundation. Matrix should identify electrical, mechanical and structural requirements and utility connections.
- Provide design for miscellaneous pieces of furniture as required to accommodate the improvements to the space.
- Prepare presentation materials as necessary to adequately convey the proposed design concept to the Foundation.
- ~~Assist in the preparation of an updated detailed project budget including but not limited to consultants, construction, furniture, fixtures, equipment and signage.~~
- Participate in project design and coordination meetings as required.
- Coordinate and continue documentation of ADA compliancy to project area.
- Based on the approved Schematic Design Package, prepare a design presentation consisting of the following:
  - Plans showing architectural design and MEP equipment.
  - Lighting plans showing new light fixtures.
  - Electrical and communication plans showing locations of all equipment.
  - Finishes plans showing locations of flooring materials including carpet, resilient flooring and base treatments; coordinating wall treatments including paint colors, special paints and wall coverings; surfacing materials for all new millwork; and any other associated finishes for presentation.
  - MEP plans showing heating, ventilating, air conditioning, plumbing or electrical requirements necessitated by the design, and coordinate with the engineering team for development of the MEP construction drawings.

The Design Team shall issue a Design Development package inclusive of the above-listed plans for review and approval by the Foundation.

### C. Construction Documents

The Design Team shall prepare the Construction Documents to be issued in final form in PDF and AutoCAD formats for the Foundation's use. These documents shall be used to obtain contractor pricing, building permits, and achieve final build out. These documents shall include, but are not limited to:

- Cover Sheet

- Specifications
- Standards and Schedules
- Demolition Plans
- Architectural Partition Plans
- Electrical Plans
- Mechanical Plans
- Plumbing Plans
- Structural Plans
- Lighting Plans
- Finish Plans
- FFE Package
- Signage Package

The Design Team shall coordinate the full set of drawings through all respective disciplines.

The Design Team shall ensure that construction documents are in conformance with generally accepted architectural and engineering practices, and further comply with applicable codes and regulations including but not limited to the Virginia Uniform Statewide Building Code and the Americans with Disabilities Act.

The Design Team shall meet with the Foundation to review the Construction Documents for approval. This will occur before the submission for permit.

~~The Design Team coordinates with the Foundation to prepare an updated, detailed estimate of the cost of construction based on the final drawing and specifications that does not exceed the Foundation's budget for the project. All cost estimates shall contain sufficient detail to project accurately all expenses associated with the project~~

The Design Team shall complete a Permit Set of documents showing all required information necessary to obtain a building permit in the designated locality. Provide the required number of signed and sealed plans required by the local jurisdiction. Provide a final set of “For Construction” documents incorporating all Permit and Client comments and changes.

The Design Team shall work with the Foundation to prepare a phasing plan for the construction such that business disruption is minimized..

#### D. Permit and Bid Review

The Design Team shall:

- Complete and submit the forms required to file for the permit (Building Information, ADA Requirements, etc.).
- Work with the Foundation and issue the required sets of stamped and sealed drawings and obtain the necessary building permits to begin Work.
- Assist the Foundation in developing and publishing criteria for prequalification of prospective contractors for construction in accordance with Virginia Code § 2.2-4317.
- Once bids are received, the Design Team will work with the Foundation to develop a Bid Comparison matrix comparing the bids.
- Answer Bid RFI's in a timely manner to not delay start of construction towards the targeted Substantial Completion Date.
- Participate in the value engineering process as required.
- Coordinate selection of a general contractor through the competitive sealed bidding process; including attendance at pre-bid conference and assisting in responding to inquiries regarding the drawings and specifications.
- Assist the Foundation in determining which bidder has submitted the lowest responsive and responsible bid.
- Assist the Foundation and the selected General Contractor in obtaining any federal, state or local permits or approvals that are applicable to or necessary for the project.

#### E. Construction Administration Services

The Design Team shall:

- Respond to all appropriate Requests for Information (RFI's).
- Review shop drawings and finish samples for conformance with the design concept of the project, and for compliance with the information given in the contract documents, and as required to facilitate completion of the project. No review period shall take more than one (1) week for any single submission.
- Provide periodic site visits by principals, project architect, and other staff members as appropriate, to observe the work in progress and to make appropriate reports to the Foundation.
- . Work with the Foundation to review and comment on all pricing and change orders.
- Review proposed change orders submitted by the selected general contractor and make recommendations as to whether such change orders should be accepted; assist the Foundation in preparation of change orders to the contract as deemed necessary by the Foundation.
- Review and verify monthly payment estimates submitted by the general contractor and conduct periodic meetings to review progress and assist in coordinating ongoing work.
- Assist in providing (by subcontract if necessary) material testing services as needed during construction to assure appropriate quality control.
- Identify construction inspection/verification hold points that require verification/approval by either the Architect/Engineer or the Foundation assigned Project inspector(s): such

verification/hold points pertain to and/or are in addition to inspections required by the Virginia Uniform Statewide Building Code to ensure the quality and acceptability of the project. Is confirmed at all phases of construction.

- Prepare and provide an Inspection Guide and Checklist for use by the Architect/Engineer and/or the Foundation's assigned Project inspector(s) to provide for documentation of the acceptance of all required inspections conducted/completed throughout construction of the project.
- Make a final Inspection of the completed project with the Foundation. Upon full and satisfactory completion of all construction, issue in coordination with the Foundation a Certificate of Substantial Completion and acceptance. Upon completion of the work, compile for and deliver to the Foundation a complete set of record documents, including warranties on equipment, permits, as-built drawings and inspection reports.
- Coordinate all activities of the program of work and consult regularly and clearly with the Foundation regarding any concerns or difficulties that may arise with respect to adhering to the agreed schedule and timelines.
- Develop a punch list at job completion specifying the work to be corrected or completed.
- Conduct up to two follow-up site visits to ensure that the punch list work has been completed.
- Coordinate final close out meeting with the Foundation, to confirm the completion of the punch list work.
- Provide General Contractor with current updated Construction Documents in CAD format for the GC to use in their preparation of record drawings. Prepare and provide a final set of "as-built" documents to the Foundation in both hard copy and electronic formats.

This is a general listing of the scope of services and deliverables and should not be construed as being the full and complete list of all services and deliverables that may be required. A more comprehensive list of services and deliverables may be developed through discussion and negotiation between the Offeror and the Foundation.

#### **4. Signage Package**

The Design Team shall identify signage needs related to the operation of the Roanoke City Market Building and develop a signage bid package for fabrication in accordance with the Market Building Foundation Branding Project Guide, Roanoke City Historic District guidelines, and signage requirements per the American Disabilities Act (ADA) standards. This package should include:

- Interior and exterior wayfinding signage
- Signage at the Roanoke City Market Building's main entrances
- Guidelines for exterior tenant signage.



- Guidelines for public-facing tenant signage on the facade of each tenant space.
- Additional signage needs identified by the Design Team.

### 5. RFP Schedule

Event	Date and Time
Issue RFP	11/5/2024
Pre-Proposal Meeting	11/22/2024 - 11:00a.m.
Submit Written Questions	11/27/2024 - 5:00p.m.
Provide Responses to Questions	12/06/2024 - 5:00p.m.
Submit Proposals	01/17/2025 - 5:00p.m.
Selection of Top Ranked Firms	01/24/2025 - 5:00p.m.
Interviews	02/17/2025 - 5:00p.m.
Contract Award	On or before 02/28/2025 COB

### 6. Mandatory Pre-Proposal Meeting

All prospective Offerors must meet at the Roanoke City Market Building, Charter Hall, third floor special event space with the Executive Director on November 22nd, 2024 at 11:00a.m. The site visit is expected to last approximately 90 minutes. The Executive Director will describe the Project and answer any questions during the site visit. A Proposal submitted by an Offeror who failed to send a representative to this mandatory meeting shall be deemed nonresponsive and rejected.

Date: November 22, 2024

Time: 11:00a.m.

Contact: Elliot Broyles, Executive Director  
540-293-4653  
Procurement@citymarketbuilding.com

### 7. Site Visits

Additional site visits outside of the Mandatory Pre-Proposal Meeting may be scheduled at the request of Offeror and may be arranged by contacting the Office of the Foundation Executive Director at (540) 293-4653.

## **8. Term of Contract**

The duration of any resulting contract will be dependent on negotiations with the selected Offeror.

### **Proposals**

- a) In order to be considered for selection, Offerors must submit a complete response to this RFP. One printed and signed original and one electronic copy (PDF) of each proposal must be submitted to the Foundation Executive Director, Market Building Foundation Inc at PO Box 2766, Roanoke, VA 24001 on or before 5:00 pm, local prevailing time, on January 17, 2025
- b) Proposals should conform to the following requirements:
  - i. Proposals must be signed by an authorized representative of the Offeror.
  - ii. All requested Information must be submitted. Proposals which are substantially incomplete or lack key information will be rejected by the Foundation.
- c) Proposals must include:
  - i. Resumes of individuals to be assigned to the project (see subparagraph f below);
  - ii. Name, phone number, and email address for one project contact person for any communication during the proposal and evaluation periods.
  - iii. Recent history of the firm, including recent projects of similar nature (see subparagraph d below);
  - iv. Names and references from similar projects (see subparagraph e below);
  - v. A statement of the capacity of the firm to perform the work based upon current and planned work load and schedules; and

- vi. Proposed project schedule for carrying out/providing the services/ deliverables.
- d) Offeror must furnish evidence of its qualifications, expertise and experience in the provision of similar services/deliverables. Proposals should highlight similar work performed by the Offeror, including but not limited to other historic building redesign projects conducted by the Offeror. Offeror is encouraged to elaborate on its qualifications to carry out the scope of services considered herein and its experience providing services and deliverables similar to those requested in this RFQ, including specific reference(s) by the Offeror of its capabilities with respect to quality assurance and quality control of construction projects it has designed and assisted in the completion of.
- e) Offeror must provide the name, address, contact person and phone number of at least three clients for whom Offeror has provided similar services or deliverables. Offeror should include a brief description of each similar project. The Foundation reserves the right to contact any client listed.
- f) The proposal must identify the Offeror's proposed project term including the project manager.
- g) The proposal must identify the Offeror's proposed approach/strategy to completing the project and timeline for providing the services and deliverables.
- h) The proposal must state any professional licenses maintained by Offeror and/or individuals identified as being a part of Offeror's project team that are relevant to the project.
- i) Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's proposal and capabilities to satisfy the requirements of the RFP.
- j) Ownership of all data, materials and documentation originated and prepared for the Foundation pursuant to the RFP shall belong exclusively to the Foundation and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary Information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act: however, the Offeror must invoke the protections of

Section 2.2-4342.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 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 as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- k) No information regarding the proposal records or the contents of responses will be released except in accordance with Virginia Code § 2.2-4342. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- l) Offerors shall not provide any estimated construction costs in their proposals. ~~During discussions with Offerors, as permitted during competitive negotiation under Virginia Code § 2.2-4302.2, the Foundation may discuss nonbinding estimates of total project costs with Offerors. A final price shall be determined during negotiations.~~
- m) Identification of proposal envelope: The signed proposal should be sent or delivered to the Foundation in an envelope or package that is sealed and clearly marked on the lower left-hand corner of the envelope or package with:

From: Due Date: January 17, 2025  
(Offeror) Time: 5:00 p.m.  
RFP #2024-01

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Redesign of Historic City Market Building

## 9. Evaluation of Proposals

The proposals will be evaluated by a Foundation team. The team will rank the proposals based on the factors listed below and each firm's initial proposal. The team intends to conduct interviews and/or discussions with at least the two top-ranked firms. These firms will be asked to provide 2-3 general concepts with renderings. The Foundation reserves the right to interview more or fewer than two firms after initial proposals are reviewed, depending on how many Offerors are deemed to be fully qualified.

At the conclusion of discussions, on the basis of evaluation factors published in this RFP and all information developed in the selection process to this point, the Foundation 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 Foundation can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the Foundation, the award shall be made to that Offeror, subject to approval of the Foundation Board. 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.

Factors to be considered by the Foundation in determining whose professional qualifications and proposed services are deemed most meritorious shall include:

- a) Professional competence;
  - b) Understanding of the project and the scope of services requested in this RFP;
  - c) Proposed project timeline and milestones;
  - d) Specific experience with renovation and redesign of historic facilities;
  - e) Plan for quality assurance and quality control;
  - f) Proposed design pricing.
- ~~Non-Binding Estimate of Cost (at discussion stage);~~
- g) The results of interviews and/or discussions with Offerors; and
  - h) References.

Evaluation Criteria: (Maximum Points - 100)

	<b>Evaluation Criteria</b>	<b>Points</b>
1.	Qualifications and Experience: <ul style="list-style-type: none"><li>▪ Strength and stability of Firm</li><li>▪ Qualifications of the Firm and Personnel</li><li>▪ Technical and relevant experience in performing work of a closely similar nature.</li><li>▪ Record of completing previous similar projects on schedule and within budget.</li><li>▪ Quality of design and final product completed with other clients.</li></ul>	25
2.	Approach to Project: <ul style="list-style-type: none"><li>▪ Understanding of Project Requirements</li><li>▪ Quality of Design Plan</li><li>▪ Consistent and appropriate use of brand</li><li>▪ Feasibility of Design Plan (Phasing)</li><li>▪ Suitability of proposed timeline</li></ul>	30
3.	Pricing	35
4.	References	10
	<b>Total Possible Points</b>	<b>100</b>

## 10. Rejection of Proposals/Waiver

The Foundation reserves the right to cancel this RFP or reject any or all proposals received. The Foundation also reserves the right to waive informalities in proposals.

## 11. General Conditions

Any contract resulting from this RFP shall include the Foundation's General Conditions as set forth in Exhibit A, which is attached hereto and incorporated herein.

### Proposal Acceptance Period

Any proposal in response to this RFP shall be valid for 90 days from the submission deadline. At the end of the 90 days, the offer may be withdrawn at the written request of the Offeror. If the offer is not promptly withdrawn (within 5 business days) at that time, it remains in effect until an award is made or the solicitation is canceled.

### **Questions/Comments Concerning this RFP**

Pursuant to Virginia Code §2.2-4316, questions or comments concerning this RFP shall be submitted in writing via **email** to [procurement@citymarketbuilding.com](mailto:procurement@citymarketbuilding.com) or by regular mail to Elliot Broyles, Foundation Executive Director, P.O. Box 2766, Roanoke, Virginia 24001 no later than 5 pm EST on November 27, 2024.

### **Deadline/Address**

All proposals must be sealed, delivered and received by 5:00 p.m., local prevailing time, on January 17, 2025. Proposals shall be mailed to:

Elliot Broyles, Executive Director  
Market Building Foundation, Inc.  
PO Box 2766, Roanoke, Virginia 24001

Or hand delivered to:

Elliot Broyles, Executive Director  
Market Building Foundation, Inc.  
32 Market Square SE - Office, Roanoke, Virginia 24011

### **Contract Award**

The award of any contract will be made in accordance with the statutes for competitive negotiation for professional contracts contained in Virginia Code § 2.2-4302.2. It is the Foundation's intent to enter into a contract with the successful Offeror on or before February 28, 2025. If the Foundation determines 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. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Foundation will post such notice on the Foundation's webpage.

### **Ethics In Public Contracting**

By submitting a proposal, Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other

Offeror, supplier or subcontractor In connection with their proposal, and that it has 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. Furthermore, the provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2- 4377 of the Virginia Code, pertaining to Offerors, contracts and subcontractors, are applicable to this RFP, as are the provisions, requirements, and prohibitions contained in Sections 2.2-3100 through 2.2-3131 of the Code of Virginia.

### **Qualifications of Offeror**

The Foundation may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform/provide the services/deliverables and the Offeror shall furnish to the Foundation all such information and data for this purpose as may be requested. The Foundation reserves the right to inspect Offeror's physical facilities prior to any award to satisfy questions regarding the Offeror's capabilities. The Foundation further reserves the right to reject any proposal If the evidence submitted by, or investigations of, such Offeror fails to satisfy the Foundation that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

### **Debarment Status**

By submitting their proposals, Offeror(s) certify that they are not currently debarred by the Commonwealth of Virginia, the Foundation, or any other locality from submitting bids or proposals on contracts for the type of services/deliverables covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

### **Late Proposals**

Any proposal received at the office designated in the solicitation after the exact time specified for receipt of the proposal is considered a late proposal. The Foundation is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Offeror to ensure their proposal reaches the office by the designated date and hour.

a. Late proposals/modifications will be returned to the Offeror UNOPENED, if solicitation number, acceptance date and Offeror's return address is shown on the container.



- b. If the Foundation closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

**Faith-Based Organizations**

The Foundation does not discriminate against faith-based organization.

In compliance with this Request for Proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon in writing by subsequent negotiation.

Company Name and Address:

_____	Date _____
_____	Name: _____
_____	Title: _____
_____	Telephone: _____
_____	Email: _____

Signature: \_\_\_\_\_

**Attachment A**  
**Foundation Contract**

**General Conditions and any Special Conditions**

**Termination for Convenience.** The Foundation shall have the right to terminate this contract at its convenience, with or without cause, by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the Foundation.

**Assignment of Interest.** The Contractor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the Foundation which the Foundation shall be under no obligation to grant.

**Release of Data.** No reports, information or data given to or prepared by the Contractor under the resulting contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Foundation, which approval the Foundation shall be under no obligation to grant.

**Gender Reference.** Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

**Binding Effect.** The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

**Governing Law.** The laws of the Commonwealth of Virginia shall govern this contract.

**Worker's Compensation Insurance** shall be in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:  
Bodily Injury by accident, \$100,000 for each accident;

Bodily injury by disease, \$500,000 policy limit;

Bodily Injury by disease, \$100,000 for each employee.

**Public Liability Insurance** in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.

Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The insurance specified herein shall name the Foundation as additional insured with regard to work performed under any subsequent contract. The policy(ies) shall provide that the Foundation is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Contractor shall provide the Foundation with copies of certification of insurance coverage and proof of payment of all premiums.

**Ethics in Public Contracting.** Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act (Va. Code §2.2-4367 et seq.), and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

**Partial Invalidity.** Neither any payment for, nor acceptance of, the whole or any part of the services by the Foundation, nor any extension of time, shall operate as a waiver of any provision of this contract, nor of any power herein reserved to the Foundation, or any right to damages herein provided, nor shall any waiver of any breach of any contract be held to be a waiver of any other or subsequent breach. Failure of the Foundation to require compliance with any term or condition of any contract shall neither be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

**Release and Ownership of Information.** The Foundation shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the Foundation's possession which the Foundation may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this contract. The Foundation reserves its right of ownership to all material given to the Contractor and to all background information, documents, and computer software and documentation developed by the Contractor.

**Indemnity.** The Contractor shall indemnify and hold harmless the Foundation and its officers and employees, against all claims, damages, losses and expenses, including but not limited to

attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law. The Foundation is not permitted under Virginia law to provide a similar blanket indemnification to the Contractor, and any proposal including such a requirement may be deemed non-conforming.

**Subcontractors and Assignments.** The Contractor shall not sublet or assign this contract or any portion thereof without the prior written consent of the Foundation. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by the Foundation to permit the Foundation to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to the Foundation for approval. The subcontract shall incorporate by reference all provisions and conditions of this contract.

The Foundation approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to the Foundation for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and the Foundation.

**Examination of Records.** The Contractor agrees that the Foundation or any duly authorized representatives shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any Contract. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

**Licenses and Patents.** The Contractor shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the

resulting contract and shall save the Foundation and its officer and employees harmless from any and all loss, including reasonable attorney's fees, on account thereof.

**Attorney Fees.** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall be responsible for its own attorney fees.

**Contractual Disputes.** Contractual claims, whether for money or other relief, shall be submitted by Contractor in writing no later than sixty days after final payment; however, written notice of Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Foundation shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless Contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

**Payment of Subcontractors.** Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Contractor under this contract for work performed by a subcontractor under this contract:

(a) Pay the subcontractor for the proportionate share of the total payment received by Contractor attributable to the work performed by the subcontractor under this contract, or notify the Foundation (Locality, Commission, Board, Authority, etc.) and the subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

Contractor shall pay interest to subcontractors on all amounts owed by Contractor that remain unpaid more than seven days following receipt by Contractor of payment for work performed by subcontractors under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the Foundation, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

**Nondiscrimination.** During the performance of this contract, the Contractor agrees:

- (a) not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where their bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.
- (b) The Contractor, in all solicitations or advertisements for employees placed by or on the Contractor's behalf, 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 above requirements.
- (d) The Contractor will include the provisions of paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**Drug-Free Workplace.** During the performance of this contract, Contractor agrees to:

- (a) provide a drug-free workplace for Contractor's employees;
- (b) 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (c) 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
- (d) 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.

during the performance of this contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth; provision of SCC Identification Number.**

Contractor, whether 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 of Virginia 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. Contractor shall provide the Foundation with its State Corporation Commission Identification Number.

If Contractor is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, Contractor shall provide the Foundation with a statement describing why it is not required to be so authorized.

Failure to comply with provision shall result in the Contractor not receiving an award of this Contract unless a waiver of this requirement is granted by the Foundation Executive Director. Contractor 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 this Agreement, and such failure to comply with this provision may result in the Foundation voiding this Agreement as authorized by Section 2.2-4311.2 of the Code of Virginia.