



## Roanoke Chapter, National Railway Historical Society Invitation for Bid

Issue Date: June 22, 2011

Virginian Railway Passenger Station Environmental Consulting Services		Bid Opening Date: <b><u>July 22, 2011</u></b>		
		Bid Opening Time: 2:00 p.m.		
Legal Name of Bidder:				
Mailing Address:				
Terms:				
Delivery:				
Phone:		Fax:		E-mail:
Acknowledge each addendum received:	#	#	#	#
	Date	Date	Date	Date
Printed name of authorized person submitting Bid:				
Signature:			Date:	
Issued by:	Roanoke Chapter National Railway Historical Society (RCNRHS) P.O. Box 13222 Roanoke, VA 24032-3222		James Cosby Treasurer, RCNRHS Chair, Virginian Station Restoration Committee 540-989-3198 JimCosby@cox.net	

**THIS NON-PROFIT ORGANIZATION DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS.**

No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.

The RCNRHS reserves the right to cancel this IFB or reject any or all Bids and to waive any informalities in any Bid.

This Invitation for Bid consists of these parts:

1. All Sections of the Invitation for Bid.
2. Bid Form (Attachment A)
3. Sample Contract with Terms and Conditions (Attachment B).
4. Minority & Women-Owned Business Enterprise Certification (Attachment C).
5. Analysis of Brownfield Cleanup Alternatives (ABCA) dated January 14, 2011 (Attachment D)
6. Sampling Analysis Plan (SAP) dated January 14, 2011 (Attachment E).
7. Secondary Subgrant Agreement between the Economic Development Authority of the City of Roanoke, Virginia (EDA) and the Roanoke Chapter, National Railway Historical Society (RCNRHS) dated December 16, 2009 with Amendment No. 1 dated April 19, 2010 and Amendment No. 2 dated January 10, 2011 (Attachment F).
8. Primary Subgrant Agreement between the City of Roanoke, Virginia (City) and the Economic Development Authority of the City of Roanoke, Virginia dated September 3, 2009 (Attachment G).
9. Cooperative Agreement between the City of Roanoke and the US Environmental Protection Agency (EPA) dated September 5, 2007 (Attachment H).
10. Huggins, Faulkner & Flynn, Transaction Screen Assessment Dated 13 September 2001 (Attachment I).
11. Baratta and Associates Asbestos Report dated June 17, 2008 (Attachment J).
12. Baratta and Associates Lead Paint Report dated June 19, 2008 (Attachment K).
13. EEE Consulting, Phase I Environmental Site Assessment dated February 2010 (Attachment L).

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ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY  
INVITATION FOR BID

SECTION 1. PURPOSE.

The Roanoke Chapter, National Railway Historical Society (RCNRHS) and the Roanoke Valley Preservation Foundation (RVPF) (collectively, the "Restoration Partners") have undertaken to restore the property and buildings previously known as the Virginian Railway passenger station located at 1402 South Jefferson Street, Roanoke, VA 24016 located at the intersection of South Jefferson Street and Williamson Road. The buildings were severely damaged by fire in January 2001 and have remained damaged and decaying since then. The property has substantial asbestos and lead paint contamination as reported in the attachments to this Invitation for Bid (IFB).

The purpose of this Invitation for Bid (IFB) is the procurement of Environmental Consulting Services to perform, and to assist the RCNRHS to perform, the environmental obligations of the RCNRHS pursuant to a Secondary Subgrant Agreement further identified and described in this IFB. These services are to include (briefly stated without limitation) general oversight and monitoring of the environmental cleanup required on this project including frequent on-site inspections, testing, documentation and reporting of all aspects of the environmental cleanup until final approval is obtained from the City of Roanoke, the EDA and the EPA.

The Roanoke Chapter, National Railway Historical Society (RCNRHS) invites any qualified Bidder to respond to this IFB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

The RCNRHS will review each bid and will issue an award to the lowest responsive and responsible Bidder for such goods and/or services.

SECTION 2. BACKGROUND.

The Virginian Railway Passenger Station was built in 1909 as a passenger station for the Virginian Railway. After Norfolk Southern Corporation, successor to the Virginian Railway, discontinued passenger service in the late 1950s, the property was leased to a lawn and garden supply store that sold feed, seed, fertilizer and other supplies. The building was nearly destroyed by fire in 2001 and has stood vacant since. In 2005, ownership of the property was transferred to the RCNRHS. The RCNRHS plans to restore the Virginian Railway passenger station property for adaptive reuse. As a part of this undertaking, the RCNRHS must abate all hazardous materials on the property and in the building. The City of Roanoke has established a Brownfield redevelopment program to assist in the revitalization of underused commercial and industrial properties. The program is funded through the U.S. Environmental Protection Agency (EPA) with matching funds provided by the City of Roanoke. The RCNRHS has received a Brownfield Grant through the Economic Development Authority of the City of Roanoke, Virginia (EDA). The RCNRHS is issuing this IFB for an environmental consultant to perform those services required by the grant which are identified in Section 1 above.

The following environmental studies and reports have been conducted for the Virginian Railway passenger station property and building:

- A. Huggins, Faulkner & Flynn, Transaction Screen Assessment dated 13 September 2001 (Attachment I);
- B. Baratta and Associates Asbestos Report dated June 17, 2008 (Attachment J)
- C. Baretta and Associates Lead Paint Report dated June 19, 2008 (Attachment K)
- D. EEE Consulting, Inc., Phase I Environmental Site Assessment dated February 2010 (Attachment L).
- E. EEE Consulting, Inc. Analysis of Brownfield Cleanup Alternatives (ABCA) dated January 14, 2011 (Attachment D)
- F. Sampling and Analysis Plan (SAP) dated January 14, 2011 (Attachment E).

Copies of the above-referenced documents are available on the RCNRHS website at: [www.roanokenrhs.org](http://www.roanokenrhs.org).

### SECTION 3. SERVICES AND/OR ITEMS REQUIRED.

- A. A description and/or listing of the services and/or items that the Successful Bidder will be required to provide to the RCNRHS under this IFB are those that are set forth below and/or referred to in any way in this IFB, in the sample contract, any terms and conditions, and/or any attachments referred to in this IFB. Each Bidder should carefully read and review all such documents.
- B. The RCNRHS was awarded a Brownfield Revolving Loan Fund Secondary Subgrant (the "Secondary Subgrant") from the EDA with an effective date of December 16, 2009, with two Amendments, one dated April 19, 2010, and one January 10, 2011 (together, Attachment F), which included funds for the work referred to below (the "Secondary Subgrant Agreement"). Such Grant is being funded in accordance with the Brownfield Revolving Loan Fund administered by the U.S. Environmental Protection Agency (EPA) through a Cooperative Agreement between the City of Roanoke and the EPA dated September 5, 2007 (Attachment H) and a Primary Subgrant Agreement between the City of Roanoke and the EDA dated September 3, 2009 (Attachment G). The Successful Bidder agrees to and shall comply with the provisions of the Secondary Subgrant Agreement and the other Agreements referred to above, all of which are incorporated herein and made a part hereof by reference. The Successful Bidder further acknowledges, represents and agrees that the Successful Bidder has read and is familiar with the provisions of the above documents.

C. The Successful Bidder shall, in a proper and timely manner:

1. Review and approve a Cleanup Plan to be developed by a separate general contractor responsible for, among other things, the environmental cleanup at the Work site;
2. Conduct all needed work site inspections, monitoring, testing, laboratory analyses and related inquiries which are required to assure that the general contractor performs its environmental cleanup obligations, all in compliance with its contract with RCNRHS, the Secondary Subgrant Agreement and related documents described or referred to in this IFB, and applicable laws and regulations;
3. Prepare for RCNRHS any required reports to the City, the EDA, and the EPA of any potential changes to the Cleanup Plan or to the Analysis of Brownfield Cleanup Alternatives (ABCA) and the Sampling and Analysis Plan (SAP) documents previously prepared for the property and approved by the EPA;
4. Cooperate and coordinate with the primary construction contractor and its subcontractors doing the abatement Work;
5. Prepare the Final Report required by the Secondary Subgrant Agreement, submit it to the City, EDA and EPA on behalf of RCNRHS and gain final approval by EPA; and
6. Consult with RCNRHS on any other environmental issues which may arise relating to the Brownfield grant or environmental cleanup of the Virginian station property.
7. Furnish all labor, materials, services, insurance and equipment required to perform these obligations in accordance with the guidelines, regulations and contractual obligations of and to the City, EDA, EPA, the Secondary Subgrant Agreement (Attachment F), the Primary Subgrant Agreement (Attachment G), the EPA Revolving Loan Fund Cooperative Agreement (Attachment H) and their attachments, the Contract implementing this IFB (Attachment B), and all other terms and conditions as set forth below and/or referred to in any way in the contract. The Contractor should carefully read and review all such documents.
8. Comply with the requirements of the Cooperative Agreement between the City of Roanoke and the EPA (Attachment H), Section 16 that grant recipients comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises in procurement. As outlined in the Cooperative Agreement, the "fair share" goals/objectives negotiated between the EPA and the Virginia Department of Environmental Quality for MBE/WBE participation for this project are as follows:

Procurement Area	MBE	WBE
Services	1.3%	0.6%.

It is the responsibility of the Contractor to provide information and documentation on how the MBE/WBE requirements are met or that a "good faith" effort, as defined in the Cooperative Agreement referenced above, was made by the Contractor.

- D. It is anticipated that it will take approximately six weeks to complete the Brownfield cleanup plus approximately six weeks to obtain final EPA approval. The Successful Bidder shall assist the RCNRHS in meeting all its requirements as outlined in the Secondary Subgrant Agreement and its attachments and all other terms and conditions as set forth in this IFB or referred to in any way in the sample contract, and/or any attachments referred to in this IFB. Each Bidder should carefully read and review all such documents. All materials to be provided as a result of this IFB shall be delivered to James Cosby, RCHRHS c/o Hill Studio PC, 120 Campbell Avenue SW, Roanoke, VA 24011.

#### SECTION 4. REQUIRED QUALIFICATIONS FOR BIDDERS.

The Successful Bidder must show evidence of a minimum of three years of experience in the field of Environmental Consulting. Each Bidder should submit proof of performance of environmental inspections and reporting upon at least three (3) projects involving ABCA, SAP or similar document requirements such as the Secondary Subgrant Agreement within the last three (3) years for projects approved by the EPA. The Successful Bidder must demonstrate knowledge and experience in performing the inspections and reporting requirements which are the subject of this IFB at environmental work sites such as the Virginian station property. Such work as submitted shall show proof that the Bidder has experience and a full understanding of the requirements of the EPA for compliance with such documents and the Secondary Subgrant Agreement.

#### SECTION 5. TERM OF CONTRACT OR TIME OF PERFORMANCE.

The Successful Bidder shall start the performance of its duties under the resultant Contract when given notice to proceed by the RCNRHS. It shall fully and completely perform its obligations under the Contract until the EPA and all other required federal, state and local agencies have approved the abatement work required under this IFB and the Contract [which is anticipated to be approximately twelve weeks but could be longer], all in accordance with the Contract provisions.

#### SECTION 6. PAYMENT FOR SERVICES.

Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Contract or purchase order, subject to final approval by the RCNRHS.

#### SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS.

- A. Sealed Bids, to be considered, must be received by the RCNRHS in the office of Hill Studio, 120 Campbell Avenue SW, Roanoke, VA 24011, at or before 2:00 p.m., local time, on **July 22, 2011**, at which time all Bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the RCNRHS representative who is to open the Bids. The IFB and related documents may be obtained during normal business hours from the office of Barry A. Rakes, Project Architect (540) 589-0360, or from the RCNRHS web site at [www.roanokenrhs.org](http://www.roanokenrhs.org).

The sealed envelope should be clearly marked on the front of that envelope with the notation and completed information as follow:

“Sealed Bid: Virginian Station Environmental Consulting Services.  
Opening Date: July 22, 2011 and Time: 2:00 PM”.

FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.

- B. If you download this IFB from the RCNRHS website and intend to submit a Bid, you should notify RCNRHS that you have done so. However, each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the Bid Documents, including any addenda, before submitting a bid. The RCNRHS is not responsible for any IFB obtained

from any source other than the RCNRHS or the Project Architect Barry A. Rakes. Contact RCNRHS Project Architect Barry A. Rakes by email at [barakes-01@peoplepc.com](mailto:barakes-01@peoplepc.com).

- C. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.
- D. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this IFB.
- E. Bids are to be on the Form as provided with or as otherwise specified in this IFB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The RCNRHS' standard for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two business days of the Bid opening by delivering to the RCNRHS original work papers, documents, and materials used in preparation of the Bid.
- H. All Bids appropriately received will be evaluated by considering the requirements set forth in the IFB, the experience, quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in the IFB.
- I. [Not used.]
- J. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted to the RCNRHS website at [www.roanokenrhs.org](http://www.roanokenrhs.org) and at Hill Studio, PC at 120 Campbell Avenue SW, Roanoke, VA.
- K. All items, identified in this IFB, are to be quoted and provided as stated in this IFB.
- L. The RCNRHS reserves the right to cancel this IFB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the IFB.
- M. Each Bidder is to notify in writing the RCNRHS if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, connected with or a volunteer of the RCNRHS or has any responsibility or authority with the RCNRHS that might affect the procurement transaction or any claim resulting therefrom. If so, please provide the RCNRHS with the complete name and address of each such person and

their connection to the RCNRHS. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this IFB, apply to this IFB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.

- N. The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.
- O. Bid Submittals shall include:
1. Page 1 of the Invitation for Bid.
  2. The Bid Form (Attachment A) in its entirety.
  3. MBE/WBE Participation Documentation Form (Attachment C in its entirety).

Failure to do so may result in the Bid being determined as non-responsive.

Questions or concerns may be addressed by contacting the Project architect:

Barry A. Rakes  
[barakes-01@peoplepc.com](mailto:barakes-01@peoplepc.com)  
Phone 540-589-0360

Bid Submittals must be submitted To:

James Cosby, RCNRHS  
c/o Hill Studio PC  
120 Campbell Avenue SW  
Roanoke, Virginia 24011

- P. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this IFB.
- Q. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this IFB.
- R. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq. apply to this IFB.
- S. The RCNRHS may request additional information, clarification, or presentations from any of the Bidders after review of the Bids received.
- T. The RCNRHS is not liable for any costs incurred by any Bidder in connection with this IFB or any response by any Bidder to this IFB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the RCNRHS.

- U. General and/or technical questions regarding the Scope of Services and/or items required, or procurement questions under this IFB may be directed to Barry A. Rakes, Project Architect, at 540-589-0360 or emailed to [barakes-01@peoplepc.com](mailto:barakes-01@peoplepc.com).
- V. Each Bidder is required to state if it has ever been debarred by any federal, state, or local government. If so, please give the details of each such matter and include this information with Bidder's response.
- W. Each Bidder/Offeror which is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Bidder/Offeror shall include in its bid response/proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Bidder/Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its bid response/proposal response a statement describing why the Bidder/Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- X. All studies and reports related to the environmental conditions of the Virginian Railway Passenger Station building and property that have been completed to date are available for review by all Bidders responding to the IFB. These reports are available on the RCNRHS website at: [www.roanokenrhs.org](http://www.roanokenrhs.org).

#### SECTION 8. MISCELLANEOUS.

- A. Ownership of all data, materials, and documentation originated and prepared for the RCNRHS pursuant to the IFB shall belong exclusively to the RCNRHS and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the Bid.
- B. Any interpretation, correction, or change of the IFB will be made by an addendum. Interpretations, corrections or changes of this IFB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. The RCNRHS will issue Addenda. Each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the Bid Documents, including any addenda, before submitting a bid.

- C. No Bidder shall confer on any public employee or volunteer of RCNRHS having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- D. The RCNRHS may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this IFB. The RCNRHS reserves the right to reject any Bid if the Bidder fails to satisfy the RCNRHS that it is qualified to carry out the obligations and requirements requested in this IFB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is a requirement of the Secondary Subgrant Agreement (Attachment F) (which incorporates the Cooperative Agreement between the City of Roanoke and the EPA (Attachment H, Administrative Condition 16) that grant recipients comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises in procurement.

As outlined in the Cooperative Agreement, the "fair share" goals/objectives negotiated between the EPA and the Virginia Department of Environmental Quality for MBE/WBE participation for this project are as follows:

Procurement Area	MBE	WBE
Services	1.3%	0.6%

It is the responsibility of the Bidder to provide information on the Bid Form as well as provide documentation on how the MBE/WBE requirements are met or that a "good faith" effort, as defined in the Cooperative Agreement referenced above, was made by the Bidder. See Attachment C.

- H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The successful Bidder shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The RCNRHS reserves the right of approval for any subcontract work, including the costs thereof.
- J. Any resultant contract shall be subject to funding as provided in the sample contract.

## SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the RCNRHS may be considered:

- A. Total extended Bid price as set forth on the Bid Form;
- B. The specified terms and discounts, if any, of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract and/or provide the services and/or items required;
- D. Whether the Bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance on previous contracts or services, especially those on projects substantially similar to the Virginian station project;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters;
- H. The equipment and facilities available to the Bidder to perform the Contract and/or provide the services and/or items requested in the IFB;
- I. The sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or provide the services and/or items requested in the IFB;
- J. The quality, availability, and adaptability of the supplies, materials, equipment and/or services the Bidder can provide for the particular use and/or work requested in the IFB; or

## SECTION 10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Bidder, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this IFB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the RCNRHS.

## SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

If the Bid by the lowest responsive and responsible Bidder exceeds available funds, the RCNRHS reserves the right to negotiate with the apparent low Bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate RCNRHS officials shall determine that the lowest responsive and responsible Bid

exceeds available funds and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the RCNRHS, in the sole discretion of the RCNRHS.

#### SECTION 12. BID AWARD.

If an award of a Contract/Purchase Order is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the intent to award will be made by posting a notice of such award on the RCNRHS website at [www.roanokenrhs.org](http://www.roanokenrhs.org) and at the offices of Hill Studio at 120 Campbell Avenue SW, Roanoke, Virginia..

#### SECTION 13. NOT USED

#### SECTION 14. HOLD HARMLESS AND INDEMNITY.

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

#### SECTION 15. PROTESTS.

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this IFB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the RCNRHS c/o James Cosby, 5362 Snow Owl Drive, Roanoke, VA 24018 (540-989-3189) within the required time period.

#### SECTION 16. INFORMATION ON CONTRACT/PURCHASE ORDER TO BE AWARDED.

The Sample Contract marked as Attachment B to IFB contains terms and conditions that the RCNRHS plans to include in any contract/purchase order that may be awarded, but such terms and conditions may be added to, deleted, or modified as may be agreed to between the RCNRHS and the

Successful Bidder. However, if a Bidder has any objections to any of the terms or conditions set forth in the Sample or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the RCNRHS at least five (5) days before the bid opening date for this IFB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Attachment, and to comply with such terms and conditions. Also, such terms and conditions, together with the requirements of this IFB, shall be deemed to be a part of any resultant Contract that may be issued by the RCNRHS to the Successful Bidder.

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**ATTACHMENT A**

**To**

**IFB**

**FOR THE  
VIRGINIAN RAILWAY PASSENGER STATION  
ROANOKE, VA  
ENVIROMENTAL CONSULTING SERVICES**

**BID FORM**

This bid form shall be required to be prepared by the Successful Bidder for the Virginian Railway Passenger Station building and property at 1402 South Jefferson Street in Roanoke, Virginia as described in the IFB.

<b><u>A. DESCRIPTION OF WORK</u></b>	<b><u>ESTIMATED NO. OF WEEKS</u></b>		<b><u>TOTAL PRICE FOR ALL INSPECTIONS</u></b>
Inspections (not less frequently than weekly) and reports of Brownfield Cleanup to assure compliance with Secondary Subgrant Agreement and related documents	6		
<b><u>B. DESCRIPTION OF WORK</u></b>			<b><u>TOTAL PRICE</u></b>
Prepare Final Report required by Secondary Subgrant Agreement and related documents and obtain approval of EPA			
<b><u>C. DESCRIPTION OF WORK</u></b>	<b><u>ESTIMATED NO. OF HOURS</u></b>	<b><u>PRICE PER HOUR</u></b>	<b><u>TOTAL PRICE FOR ADDITIONAL SERVICES</u></b>
Additional environmental consulting services (to include, but not limited to, monitoring, testing serices, lab results, and similar items) required for Brownfield Cleanup to assure compliance with Secondary Subgrant Agreement and related documents.	100		
<b>Total Extended Bid Price (all items above)</b>			

Please Note that the estimated number of hours for item C specified above or in this IFB are given only for the information of Bidders and for the purpose of Bid evaluation. They do not indicate the actual number of hours that may be requested since the actual number of hours will depend upon requirements which develop during the Contract period.

RCNRHS reserves the right to add and/or delete items listed in this IFB during the Contract term as deemed necessary by RCNRHS. During performance of the Contract, any additions and/or deductions in the estimated number of hours for item C above will result in a corresponding increase and/or decrease in the successful bidder's compensation for item C based on the listed price per hour in item C multiplied by the number of hours added over 100 or the number of hours deducted from 100.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by RCNRHS as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder \_\_\_ does have \_\_\_ does not have a Virginia Contractor's License. (Check appropriate block)

If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number. Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number \_\_\_\_\_

If Bidder has another type of Virginia License, please list the type and number:  
Type of license \_\_\_\_\_ and number: \_\_\_\_\_.

Bidder is a \_\_\_ resident or \_\_\_ nonresident of Virginia. (Check appropriate blank). See VA Code Sections 54.1-1100, et seq.

Bidder \_\_\_\_\_ does \_\_\_\_\_ does not meet the MBE/WBE participation requirements for this project as required by this IFB, Section 8(G). If the Bidder does not meet the MBE/WBE requirements, a "good faith" effort to maximize such participation \_\_\_\_\_ has \_\_\_\_\_ has not been made. Documentation must be submitted on the Attachment C.

The attention of each Bidder/Offeror is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid or proposal the Identification Number issued to such bidder or offeror by the Virginia State Corporation Commission (SCC). Furthermore, any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

- A. \_\_\_\_\_ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.
- B. \_\_\_\_\_ Bidder/Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.
- C. \_\_\_\_\_ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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Please attach additional sheets of paper if you need more space to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Please list references for three environmental remediation jobs performed involving ABCA, SAP or similar documents where final reports and inspections were required to be approved by the EPA in the last three (3) years. See Section 4 of the IFB. Include name, address, telephone number and email address for contact person for each reference.

Reference #1: \_\_\_\_\_  
 \_\_\_\_\_ .

Reference #2: \_\_\_\_\_  
 \_\_\_\_\_ .

Reference #3: \_\_\_\_\_  
 \_\_\_\_\_ .

The undersigned hereby agrees, if this Bid is accepted by the RCNRHS, to provide the services and/or items in accordance with this Invitation for Bid and to execute a contract for such services and/or items.

\_\_\_\_\_  
 Legal Name of Bidder

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Print or Type Name and Title

ATTACHMENT B

To

IFB

FOR THE  
VIRGINIAN RAILWAY PASSENGER STATION  
ROANOKE, VA  
ENVIRONMENTAL CONSULTING SERVICES

SAMPLE CONTRACT

[A sample contract is attached as a separate document and is also available at the RCNRHS web site at [www.roanokenrhs.org](http://www.roanokenrhs.org) . Click on "Virginian Station Contractors click here".]

ATTACHMENT C

To

IFB

FOR THE  
VIRGINIAN RAILWAY PASSENGER STATION  
ROANOKE, VA  
ENVIRONMENTAL CONSULTING SERVICES

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION

[This form is attached as a separate document and is available at the RCNRHS web site at [www.roanokenrhs.org](http://www.roanokenrhs.org) . Click on “Virginia Station Contractors click here”.]

ATTACHMENTS D THROUGH L

To

IFB

FOR THE  
VIRGINIAN RAILWAY PASSENGER STATION  
ROANOKE, VA  
ENVIRONMENTAL CONSULTING SERVICES

The following Attachments are provided as separate documents and are available at the RCNRHS web site at [www.roanokenrhs.org](http://www.roanokenrhs.org) . Click on "Virginian Station Contractors click here".

- D. Analysis of Brownfield Cleanup Alternatives (ABCA) dated January 14, 2011 prepared by EEE Consulting, Inc. (Attachment D)
- E. Sampling Analysis Plan (SAP) dated January 14, 2011 prepared by EEE Consulting, Inc. (Attachment E).
- F. Secondary Subgrant Agreement between the Economic Development Authority of the City of Roanoke, Virginia (EDA) and the Roanoke Chapter, NRHS dated December 16, 2009 with Amendment No. 1 dated April 19, 2010 and Amendment No. 2 dated January 10, 2011 (Attachment F).
- G. Primary Subgrant Agreement between the City of Roanoke, Virginia and the Economic Development Authority of the City of Roanoke, Virginia dated September 3, 2009 (Attachment G).
- H. Cooperative Agreement between the City of Roanoke and the US Environmental Protection Agency (EPA) dated September 5, 2007 (Attachment H).
- I. Huggins, Faulkner & Flynn, Transaction Screen Assessment Dated 13 September 2001 (Attachment I).
- J. Baratta and Associates Asbestos Report dated June 17, 2008 (Attachment J).
- K. Baratta and Associates Lead Paint Report dated June 19, 2008 (Attachment K).
- L. EEE Consulting, Phase I Environmental Site Assessment dated February 2010 (Attachment L).