



**CITY OF VIRGINIA BEACH, VIRGINIA  
PURCHASING DIVISION  
2388 LIBERTY WAY  
VIRGINIA BEACH, VA 23456-9013  
(757) 385-4438**

**REQUEST FOR PROPOSAL NO: COVB-21-100219  
MARKETING SERVICES FOR ECONOMIC DEVELOPMENT**

**SEALED PROPOSALS WILL BE RECEIVED ELECTRONICALLY THROUGH ERP SYSTEM SUPPLIER(VENDOR) PORTAL OR IN HAND AT THE IN THE PURCHASING DIVISION OFFICE AT THE LIBERTY TAX EXECUTIVE PARK, 2388 LIBERTY WAY, VIRGINIA BEACH, VA, 23456 UNTIL 3/30/2021 3:00 PM EASTERN TIME. TO BE CONSIDERED, OFFERORS SHALL ENSURE PROPOSALS ARE RECEIVED IN THIS MANNER. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.**

A VIRTUAL WEBEX pre-proposal conference will be held to allow potential Offerors an opportunity to obtain clarification of the Scope of Work and requirements of the solicitation. Any changes that will affect responses to this RFP will be formally addressed by addendum from the Issuing Office

Date: Wednesday, March 10, 2021  
Time: 2:00 to 3:00 p.m. Eastern Time  
Pre-Proposal Conference is NON-MANDATORY

This meeting will be conducted through WEBEX. If you intend to participate, please email [dsmith@vb.gov](mailto:dsmith@vb.gov) for instructions by **Tuesday, March 9, 2021 Noon Eastern Time.**

**NOTICE:THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.THE VIRGINIA BEACH CITY COUNCIL HAS ADOPTED A 12% GOAL FOR MINORITY PARTICIPATION IN CITY CONTRACTS.**

Please make sure Attachment D Small Business Enhancement Program Compliance subcontracting form is complete. This solicitation is subject to the requirements of the Small Business Enhancement Program. As a matter of responsiveness, bidders that intend to subcontract work on the resulting project must commit at least 50% of the value of the subcontracted work to businesses certified as Small, Womenowned, and Minority-owned businesses (SWaM) by the Virginia Department of Small Business and Supplier Diversity; if the bidder is unable to meet the 50% subcontracting requirement, then the bidder must provide documentation showing, with specificity, good faith efforts undertaken to meet the 50% SWaM-certified subcontractor participation requirement.

Attention of Proposal's is directed to Section 2.2-4367–2.2-4377 Virginia Public Procurement Act(VPPA)(Ethics in Public Contracting).

The City of Virginia Beach reserves the right to accept or reject any or all offers in whole or in part and to waive any informalities. The City reserves the right to enter into any contract deemed to be in its best interest.

City of Virginia Beach, Virginia  
Purchasing Division

Procurement Officer  
Darla L. Smith, CPPB, VCO  
Contracting Agent

**1 Attachments**

File Name or URL	Type	Description
Attachment C - Scope of Work_d	File	Attachment C
Attachment B - List of Referen	File	Attachment B
Prime Contractor Workforce Com	File	Attachment E
Form CVAB_E2 SBEP Subcontracti	File	Attachment D
Attachment-A- Anticollusion-No	File	Attachment A

## 2 Requirements

*\*Response is required*

### 2.1 Section 1. Business Classification

\*1. IS YOUR FIRM A MINORITY OWNED BUSINESS?

Select one of the following:

- a. Yes
- b. No

**Respond to the following requirements if you selected option a. for requirement 1.**

\*1.a.1. IF YES, PLEASE INDICATE THE MINORITY CLASSIFICATION BELOW

Select one of the following:

- a. BLACK AMERICAN
- b. HISPANIC AMERICAN
- c. ASIAN PACIFIC AMERICAN
- d. NATIVE AMERICAN
- e. SUBCONTINENT ASIAN AMERICAN

\*2. IS YOUR FIRM WOMAN OWNED?

Select one of the following:

- a. Yes
- b. No

\*3. IS YOUR FIRM A SMALL BUSINESS?

Select one of the following:

- a. Yes
- b. No

\*4. IS YOUR FIRM SERVICE-DISABLED VETERAN OWNED?

Select one of the following:

- a. Yes
- b. No

### 2.2 Section 2. SWaM-certified Subcontracting Participation Plan

1. Name of the SWaM-certified firm?

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2. Certification Number:

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3. Status(M,S,W)

Select one of the following:

- a. M
- b. S
- c. W

4. Scope of Work to be Performed

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5. Estimated Subcontract Dollar Amount:

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6. DBE certified Y/N

Select one of the following:

- a. Yes
- b. No

**2.3 Section 3. References**

\*1. Please see Attachment B and upload complete reference sheet

Attachments:

File Name or URL	Type	Description
Attachment B - List of Referen	File	Attachment B

*Response attachments are required.*

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**2.4 Section 4. Sub Contracting Form**

\*1. Please see Attachment D complete and upload with response

Attachments:

File Name or URL	Type	Description
Attachment D - SubContracting	File	Attachment D

*Response attachments are required.*

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**2.5 Section 5. Signature Form**

\*1. Pleas sign and upload with submittal

Attachments:

File Name or URL	Type	Description
Signature Form.pdf	File	

*Response attachments are required.*

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## Contract Terms and Conditions

### I PURPOSE

This document constitutes a request for sealed proposals from qualified sources to provide full-service advertising and public relations services for the Virginia Beach Department of Economic Development to include industry specific research, testing, content development, content distribution, and other tasks associated with marketing based off of our target industry sectors identified in our Strategic Plan and strategic initiatives such as the Virginia Beach Bio Accelerator and the Hive Resource Center.

### II BACKGROUND

#### A. Mission:

The City of Virginia Beach Department of Economic Development is implementing a strategy to create a diversified, continually expanding, dynamic economy through the development of new, targeted businesses and the enhancement of existing businesses. The goal of this strategy to create a dynamic and sustainable business environment that will prosper and expand within the City of Virginia Beach by creating quality jobs, higher wages, lower tax rates, and a quality of life unsurpassed by others.

#### B. Goals:

The City's strategic marketing goals as they relate to the services described herein are to position the City of Virginia Beach as a leading business location in the United States and Internationally by promoting the major attributes of the City; to expand the existing commercial tax base, and work to enhance the overall quality of life in Virginia Beach through the creation of new employment opportunities offering an increase per capita income.

#### C. Budget:

The anticipated annual budget for marketing activities is:  
Economic Development--\$ 500,000 at minimum

### III SCOPE OF WORK

#### A General Requirements

See Attachment C Scope of Work

#### B Specific Requirements

See Attachment C Scope of Work

### IV GENERAL TERMS AND CONDITIONS

#### A Termination with Cause/Default/Cancellation

- In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in association contract or in Vendor's RFP response.
- Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in

which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Agreement as of the mailing date of the default notice.

- Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the City any work in process for which payment has been made.
- In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

## **B Nondiscrimination**

Employment discrimination by Contractor shall be prohibited. During the performance of this Agreement, Contractor agrees as follows:

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

## **C Drug Free Workplace**

During the performance of this Agreement, Contractor agrees as follows:

- Contractor will provide a drug-free workplace for Contractor's employees.
- Contractor will 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
- Contractor will include the provisions of the foregoing Sections in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **D Term of Agreement**

This Agreement shall commence upon award and continue thereafter for twelve (12) months

## **E Contract Term Extensions**

Upon mutual agreement of all parties and based on the original contract terms and conditions, this contract may be extended four (4) additional one (1) year periods. Extensions shall not be automatic and any and all extensions shall be by written agreement and signed by both parties in the same manner as the Agreement was executed.

## **F Faith Based Organizations**

The City of Virginia Beach does not discriminate against Faith-Based Organization.

## **G Compliance With Immigration Laws**



Contractor does not currently, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

## **H Business Entity Registration**

Foreign and domestic businesses authorized to transact business in the Commonwealth. The Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall submit proof of such registration to the City. Additionally, the 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 canceled at any time during the term of the Agreement.

## **I Exclusivity**

The City reserves the right to procure goods or services covered under this contract from a third party when, in the City's sole discretion, it is deemed to be in the City's best interest.

## **J Compliance with All Laws**

Offeror shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this Contract. Offeror represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract. If the Offeror is a corporation, partnership, or limited liability company, Offeror further expressly represents that it is a corporation, partnership, or limited liability company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

## **K Agreement interpreted under laws of Virginia**

This Agreement shall be deemed to be a Virginia Agreement and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

## **L Venue**

Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach or the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

## **M Business License Requirement**

If the Contractor is a business, located in the City of Virginia Beach or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade or occupation without having first obtained the proper license from the Commissioner of the Revenue of the City, and the Contractor covenants that it has a business license where one is required to perform this Agreement.

## **N Independent Contractor**

The Contractor shall agree and covenant that it is and shall be at all times, an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the City. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.

## **O Representation Regarding City Employment; Conflict of Interest**

Contractor represents at the time of contracting and through the pendency of this Agreement that no one with an ownership interest in the Contractor or the Contractor's corporate entity, if applicable, or other employee of the Contractor is also an employee of the City of Virginia Beach, specifically in the City Department initiating or overseeing this Agreement. Contractor further represents that no individual with an ownership interest in the Contractor or the Contractor's corporate entity, if applicable, or other employee has a spouse, other relative or person who resides with the individual that is currently an employee of the City of Virginia Beach, specifically in the City Department initiating or overseeing this Agreement. Should the Contractor have reasonable belief of a possible conflict of interest, that issue should immediately be brought to the attention of the City's Purchasing Division for review.

## **P Integration**

This contract and any exhibits incorporated by reference in this contract constitute the final, complete, and exclusive written expression of the intentions of the parties, and shall supersede all previous communications, representations, agreements, promises or statements, whether oral or written, by any party or between the parties.

## **Q Severability**

The provisions of this contract shall be deemed to be severable; and should any or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

## **R Environmental Liability**

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any clean up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the City, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

## **S Waiver**

No failure of the City to exercise any right or power given to it by law or by this contract, or to insist upon strict compliance by contractor with any of the provisions of this contract, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the City's right to demand strict compliance with the terms of this contract.

## **T Interpretation**

Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

## **U Descriptive Headings**

The descriptive headings appearing in this Agreement are for convenience only and shall not be construed either as a part of the terms, covenants, and conditions hereof or as an interpretation of such terms, covenants, and conditions.

## **V Non-Appropriation – Availability of Funds**

It is understood and agreed between the parties hereto that the City will be bound and obligated hereunder only to

the extent that funds shall have been appropriated and budgeted for the purposes of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this contract, the City shall immediately notify the contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

## **W Assignment of Agreement**

The Contractor shall not, without the prior written consent of the City, assign, delegate, or otherwise transfer, in whole or in part, the Agreement or any of the Contractor's rights or obligations arising hereunder. The City may, in its sole discretion, consent or decline to consent to any such assignment, delegation, or transfer, or may give its conditional consent thereto. In the event the City conditionally consents to such an assignment, delegation, or transfer, such consent may, without limitation, be conditional upon Contractor's remaining fully and unconditionally liable to the City for any breach of the terms of this Agreement by Contractor's transferee and for any damage or injury sustained by a third party or parties as a result of the intentional act or omission, negligence, or breach of warranty by Contractor's transferee.

## **X Termination without Cause**

- The City may at any time, and for any reason, terminate the contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Contractor by certified mail/return receipt requested.
- In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for work satisfactorily completed, and accepted by the City, at the time of termination.
- If the City terminates the contract, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work completed or in process for which payment has been made.

## **Y Hold Harmless/Indemnification-RFP**

Offeror shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Offeror, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. Offeror shall save harmless and indemnify City and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by Offeror or those for whom Offeror is legally liable. Upon written demand by the City, Offeror shall assume and defend at Offeror's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

## **Z Insurance**

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:

- Workers' Compensation Insurance of not less than \$500,000.
- Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the City of Virginia Beach as an additional insured.
- Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the City of Virginia Beach may be approved. Certificates of insurance shall list the City of Virginia

Beach as an additional insured, and the City of Virginia Beach Risk Management Division, Municipal Center, Virginia Beach, Virginia, 23456, as the Certificate Holder.

**AA Notice**

All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested and to be effective, shall be postmarked not later than the final date for giving of such notice; or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for the City of Virginia Beach shall be addressed as follows:

Darla Smith, Contracting Agent  
dasmith@vbgov.com  
Purchasing 2388 Liberty Way

Virginia Beach, VA 23456

Notices for Contractor shall be addressed as follows:

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Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

**AB Offset/Setoff**

The City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability, including taxes, due to the City from such person, firm or corporation shall first have been settled and adjusted.

**AC Audits**

The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to any resulting Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the City. [If a narrower audit paragraph is to be negotiated, consult with the City Internal Auditor to see if certain documents need to be made specifically available for audit frequently or on short notice.

**AD Small Business Enhancement Program Compliance**

The Contractor shall provide the required information, including reporting, to comply with the City's Small Business Enhancement Program. If there is a subcontracting plan, this plan shall be open to public inspection pursuant to the Virginia Freedom of Information Act. Prior to final payment, the Contractor shall submit the information, including reporting, required by the City Code.

**AE Cooperative Agreement**

- This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract

even if it did not participate in the RFQ, RFP, or IFB, if the RFQ, RFP, or IFB specified that the procurement was being conducted on behalf of other public bodies.

- If authorized by the Quoters(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.
- Any jurisdiction using such contracts shall place its own orders(s) directly with the successful Contractor(s). The City of Virginia Beach acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.
- It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

### **AF Submission and Disposition of Contractual Claims**

Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the City and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the City with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the City or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the City within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the City, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein.

The City will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

### **AG Payments to Subcontractors**

- In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City, or, shall notify the City and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1%) percent per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.
- These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the City with its social security number or federal taxpayer identification number prior to any payments being made under this Contract.
- The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

### **AH Subcontractors**

The use of subcontractors and the work they are to perform shall receive prior written approval of the contract administrator. The Contractor shall be solely responsible for all work performed and materials provided by subcontractor. The Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor. The use of subcontractors and the work they are to perform shall receive prior written approval of the contract administrator. The Contractor shall be solely responsible for all work performed and materials provided by subcontractor. The Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

### **AI Compliance with the Virginia Human Rights Act**

The Virginia Human Rights Act, as amended, includes protections against discrimination based on an individual's

race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions, age, status as a veteran, or national origin. During the performance of this Agreement, Contractor shall comply with the Virginia Human Rights Act, as amended.

## **V SPECIAL TERMS AND CONDITIONS**

### **A Payment Schedule**

- Payment for services rendered by the Offeror: Payment on invoices shall be Net 30 days after receipt of invoice.
- The City uses Paymode to process ACH payments. At no cost to the Contractor, the City requests that the Contractor sign up via [www.paymode.com/vbgov](http://www.paymode.com/vbgov) to access Paymode ACH services.

### **B Modification**

There may be no modification of any resulting Contract, except in writing, executed by the authorized representatives of the City and the Contractor.

### **C Company Personnel Standards**

- Personnel shall be trained/qualified to perform requested services. If any of the successful Offerors personnel are not satisfactory in the performance of services to be furnished hereunder in a proper manner and satisfactory to the City, the Offeror shall remove any such personnel and replace them with satisfactory personnel.
- Offeror shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The City retains the right to require the successful Offeror to halt all work activities until such conditions are resolved.

### **D Claims for Extra Compensation**

- If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the City in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth.
- Upon notification, the City shall promptly review any claim for extra compensation. If a claim is accepted by the City, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.
- The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the City to analyze the need for the extra work and the costs claimed for the work. [Where appropriate add: Where Contractor intends to claim the costs (other than attorney's fees) of preparing a claim for extra compensation, such costs incurred by Contractor in preparing a claim shall be maintained in a separate account, clearly coded and identified, and shall be subject to audit by the City.

### **E Ownership**

Contractor acknowledges that all services it provides under this Agreement are provided as an independent contractor on a work-for-hire basis. All intellectual property rights and other proprietary rights in any work resulting from the performance of services under this Agreement shall vest and be held in the name of the City.

## VI SPECIAL INSTRUCTIONS TO THE OFFEROR

### A Contract Administrator

Whenever used herein and for purpose of administering any contract resulting from this Request for Proposal, the Contract Administrators shall be:

- Name:David Couch
- Department/Division:Economic Development
- Address:4525 Main Street, Suite 700, Virginia Beach, VA 23456
- Phone Number:(757) 385-6448
- Name:Taylor Adams
- Department/Division:Economic Development
- Address:4525 Main Street, Suite 700, Virginia Beach, VA 23456
- Phone Number:(757) 385-6464

## VII GENERAL SUBMITTAL TERMS AND CONDITIONS

### A Definitions of Terms

The following definitions of terms are used herein:

- The term "City" refers to the City of Virginia Beach.
- The term "Offeror" refers to the person, firm, or company that provides a proposal in response to this Request For Proposal (RFP) and who may or may not be successful in achieving an opportunity to negotiate for the final award of a contract.
- The term "Contractor" means the Offeror to which the contract will be awarded. References to the Contractor in this RFP shall also apply in full to any subcontractor for the named Contractor.

### B Submittal of Proposals

- Proposals must be completed online by accessing the vendor self-service portal:  
<https://www.vbgov.com/government/departments/finance/Pages/Supplier-Services.aspx>
- This is the portal you use to download the RFP documents. Don't wait till the last minute. Allow yourself ample time to upload everything you need to upload. If you need to make change after uploading, you can make changes until the time of closing. The closing time of day is set by the system; not your clock
- The City is still accepting proposals in hard copy, if necessary. For this option, you must submit one (1) complete paper copy marked "ORIGINAL" and one (1) flash drive with your proposal. Proposal and flash drive shall be placed in a sealed envelope or package that shall be identified with the Request for Proposal item number, the Date and Time of closing, and the name and address of the Offeror.
- All proposals shall be received and time-stamped in the office location described below no later than the closing date and time that appears on the front page of this RFP. Proposals received after the specified date and time (time- stamped 3:01 p.m. or later) shall not be considered and shall be returned unopened to the Offeror.
- Proposals received by telephone, telegraph, facsimile or any other means of electronic transfer shall not be accepted.
- An Offeror receiving a Request For Proposal from a source other than the Issuing Office should contact the Issuing Office to become an Offeror Of Record before submitting its proposal.
- Issuing Office:
  - City of Virginia Beach, Purchasing Division
  - Darla Smtth
  - 2388 Liberty Way

- Virginia Beach, VA 23456
- (757) 385-4438

### **C Examination**

Offeror shall carefully examine the contents of this Request for Proposal and any subsequent addenda.

### **D Questions**

- Any material changes to the solicitation document will be addressed by issuance of a written addendum to all Offerors of Record that will become part of the proposal documentation.
- Oral instructions do not form a part of the proposal documents.
- The Offeror shall check with the Issuing Office within forty-eight (48) hours prior to proposal closing to secure any addenda affecting Proposal.
- Questions concerning this solicitation may be made by telephone or in writing. Questions should be addressed to the Issuing Office not less than ten (10) working days prior to the closing date of the Request for Proposal. Telephonic questions should be directed to the appropriate person listed below:
  - Scope of Work Questions/ Procurement Questions: Darla Smith dasmith@vbgov.com

### **E Conditions of Work**

Each Offeror shall inform himself/herself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a successful Offeror of his obligation to furnish all materials and labor necessary to carry out the provisions of this agreement.

### **F Anticollusion/Nondiscrimination Form**

Offeror shall execute and return the Anticollusion/Nondiscrimination page located in the Offer Form of this Request for quotation. The City shall report any perceived incidence of price fixing or antitrust violation to the State Attorney General.

### **G Subcontracting Participation Plan Form**

Offeror shall execute and return the Subcontracting Participation Plan (CVAB-GS1) Page 3, of this Request for Proposal. If the form is not returned with the Offeror's proposal, the form will be provided within three (3) days after notification that the Offeror has been shortlisted for further evaluation by the City.

### **H Good-Faith Efforts**

- Certified Small, Woman, Minority, Service Disabled Veteran or Employment Services Organization.
- It is the policy of the City of Virginia Beach to encourage the participation of Small, Woman, Minority and Service Disabled Veteran owned businesses, or Employment Services Organizations in its procurement processes. The City expects Offerors to embrace these goals to the maximum extent possible. To the extent practicable, the submitted proposal should provide for the fair inclusion of these businesses in their proposal. The businesses shall be certified by the Virginia Department of Small Business and Supplier Diversity. List of certified businesses may be found at the following link:
- Virginia Department of Minority Business Enterprise - Small, Women and Minority (SWaM) Vendors Search.

### **I Proposal Binding for One Hundred Twenty (120) Days**

The Offeror agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty(120) calendar days after the scheduled closing time for the Request For Proposal.

### **J Proprietary Information**



Offerors are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed. Furthermore, the Offeror shall submit proprietary information under separate cover, and the City reserves the right to submit such information to the City attorney for concurrence of the Offeror's claim that it is in fact proprietary. References may be made within the body of the Proposal to proprietary information; however, all information contained within the body of the Proposal not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

## **K Proposal Costs**

Prospective Offerors shall be responsible for all costs incurred in the development and submission of a proposal. The City assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, any cost associated with interviews and travel, or any other Offeror cost involved in a response.

## **L Exceptions**

Proposals should be as responsive as possible to the provisions stated herein, however, an Offeror may take exceptions to the provisions without their proposal being disqualified. During the evaluation process, the City will consider whether the impacts of any such exceptions are positive or negative. The Offeror should clearly indicate when exceptions or deviations are being taken and state the reason why. Notwithstanding the above, proposals received late shall be rejected.

## **M Fraud, Waste, and/or Abuse**

The City of Virginia Beach is committed to eliminating fraud and maintaining a highly ethical environment throughout our organization. The City's Fraud, Waste and Abuse Prevention Program, coordinated by the Office of the City Auditor, consists of a Fraud Hotline, web site, awareness training and investigation services. While this program is designed to assist City employees, departments, agencies and programs in preventing and detecting incidents of fraud, waste and abuse in the City of Virginia Beach, it is also available to City contractors for this same purpose. This program focuses on dishonest acts by City employees or its contractors. Therefore, if you suspect any Fraud, Waste and/or Abuse regarding a City employee or contractor please call the Fraud Hotline at (757) 468-3330.

## **N Public Notice of Award or Decision to Award**

Public notice of the award or announcement of the decision to award shall be provided by posting the appropriate notice on the "Proposal board" located in the Issuing Office and with DemandStar by Onvia.

## **O Preparation Guidelines**

- For consideration, all proposals should be as responsive as possible to the solicitation. To adequately evaluate the proposals, all Offerors shall use the following format:
- Experience (30 Points): Offeror shall provide a concise description of their work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:
  - Offeror's established experience record in providing comparable services.
  - Number of years the Offeror has been providing these types of services;
  - A minimum of five (5) references for whom Offeror has provided services comparable to those described in this RFP. For each reference, detail:
    - Name of firm;
    - Address of firm;
    - Name, title, e-mail address, phone, and fax of a contact for the firm;

- Number of years Offeror has served the firm; and
  - Brief summary of scope of services provided.
- **Capability and Skills (35 Points):** Offeror shall provide a description of the qualifications and skills of the organization and personnel who shall be responsible for performance of the services. Such description shall, at a minimum, include the following:
  - A description of the Offeror's company history and current operating characteristics to include the number of years in business, philosophy, ownership, number of employees, organizational chart, annual sales, geographic coverage, etc.
  - A description of the Offeror's financial stability and other resources that most adequately ensures the delivery of acceptable services to the City. The Offeror shall indicate the type of organization they represent, i.e. individual, partnership or corporation. If the Offeror represents a corporation or partnership, the names of the President, Vice-President, Secretary, Treasurer and all principals or partners shall be listed.
  - The Offeror should provide financial statements – i.e. audited annual financial reports, for the previous three (3) years.
  - A listing of the personnel that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the project.
  - Resources available to the organization for performance of the contract; including major subcontractors, work they will perform, approximate percentage of the total contract, term of agreement between Contractor and the subcontractor, and whether they are SWAM certified by the Virginia Department of Small Business and Supplier Diversity (SBSD). Resources for locating SBSD SWAM certified businesses may be found at the following link:
    - Virginia Department of Small Business and Supplier Diversity
- **Services to be Provided (25 Points):** Offeror should provide a description outlining the services to be performed. Such description should, at a minimum, provide the following information:
  - Offeror's understanding of the project.
  - Overall project plan.
  - Listing and annotation as to the manner in which the Offeror proposes to meet each provision stipulated in
    - Scope of Work section of this RFP.
    - Listing of all major tasks to be performed by the Offeror and the deliverable products associated with each task.
    - Listing of the individual products to be provided.
    - Time schedule associated with the completion of each task.
    - List of any exceptions taken to the provisions of this RFP.
- **Price (10 Points):** Offeror shall provide a detailed description of the total price to perform the services. The price break down shall identify in separate detail the charges associated with each deliverable item and major task, e.g., Software Licenses, Installation, Data Conversion, Training, Implementation Support, Maintenance and Support Services, travel etc.
  - With respect to public relations: Please provide an hourly rate for all public relations services; billing will be handled on an as-needed basis. Identify any annual/monthly retainers or fees.
  - With respect to subcontractor work that may be anticipated: Please list those services and the hourly cost estimates for those services and any % increase added on by the Agency for the procurement of those services.
  - With respect to account management and planning: Identify any monthly fees or administrative charges.
  - With respect to photography services: Identify and discuss the rate structure.
  - With respect to Marketing Plan creation: Identify the proposed fee structure.
  - With respect to commissionable and non-commissionable media placements: Identify your proposed commission structure.

## **P Proposal Opening**

There will be no public opening of this solicitation.

## **Q Evaluation**

The City shall select two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors listed below:

- Offeror's experience in providing the services requested.
- Offeror's capability and skill to perform the services.
- Responsiveness of the written proposal to the purpose and scope of work.
- Price. The total cost to provide the services described in the proposal.
- The City intends to use a numerical scoring system in the evaluation, and such scoring will be 25 points assigned to each of the four factors listed above: Experience; Capability and Skill; Services to be Provided; and Price. There is a maximum of 100 possible points. A further description of these factors is set forth in Section VII.O ("Preparation Guidelines"). Check section #.

## **R Presentation/Demonstration**

The City shall request the "short-listed" Offerors to conduct presentations/ demonstrations of the Offeror's proposed System's features and capabilities. Offeror presentations/ demonstrations shall be at a City site, at a date and time mutually agreed to between the City and Offeror and shall be at the Offeror's expense.

## **S Negotiations**

Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror, which in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City determine in its sole discretion that one Offeror is 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. The City of Virginia Beach is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

## **T Submittals**

The Offeror shall submit the following documents/information:

- Cover page of Request for Proposal with signature, title, and date;
- Completed Anticollusion/Nondiscrimination/Drug-free Workplace form Attachment A
- Completed List of References Attachment B
- Completed Attachment D and E
- Completed Subcontracting Participation Plan form (page 3);
- Proposal as requested herein under Section VII, Subsection N, entitled "Preparation Guidelines"

## **VIII ADDENDA**

### **A Addendum – 1**

No Addenda are included with the initial Solicitation. Addenda will be issued in writing and published as needed.