

**REQUEST FOR PROPOSALS
(RFP)**

Issue Date: June 30, 2016

RFP 2016-03

Title: **Branding and Marketing Design Services**

Commodity Code: 91503, 91876

Issuer: The County of Powhatan
Department of Finance
3834 Old Buckingham Road, Suite B
Powhatan, VA 23139

Sealed Proposals Will Be Received Until July 25, 2016 at 2:00 p.m., for Furnishing The Goods and/or Services Described Herein.

All Inquiries For Information Should Be Directed To:

Charla Schubert, Director of Finance
Ph: (804) 598-5610
E-mail: cschubert@powhatanva.gov

If proposals are mailed, send directly to contact address shown above. If proposals are hand delivered, deliver to: Powhatan County, Office of the County Administrator, 3834 Old Buckingham Road, Suite A, Powhatan, VA 23139 ATTN: Charla Schubert, Director of Finance

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated by Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed upon By Subsequent Negotiation.

Name and Address of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Zip _____ Name: _____
(Please Print)

FEI/FIN No.: _____ E-mail: _____

Phone No.: _____ Facsimile: _____

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.

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SECTION I – PURPOSE AND BACKGROUND

1. PURPOSE

The County of Powhatan, Virginia is seeking proposals from consultants or consultant teams to develop a comprehensive community branding campaign and to develop marketing materials. The goal is to create a brand that enhances the image of the community as a great destination and community. The brand should represent the varied economic sectors of our collaborators and be used for residential, business, and visitor recruitment. A branding campaign will help instill a sense of pride for the County as well as create design standards for future marketing and communication material.

The successful firm will provide design services in cooperation with County of Powhatan, the Powhatan Economic Development Authority and the Powhatan Chamber of Commerce.

The primary goals/objectives to be achieved by the branding initiative include, but are not limited to:

- **Uniformity** – The brand should convey a common message and image to audiences both within and outside of the County of Powhatan.
- **Community Identity/ Pride** – Identify and promote what makes the County of Powhatan distinct and appealing in a regionally competitive environment for investors, businesses retailers, visitors, and residents.
- **Community and Economic Development Promotion** – promote a healthy economy, attract private investment, new residents and young professionals, and retain key businesses. A defined message that will market the County of Powhatan locally, statewide, nationally, and internationally as a great place to live, work, play and do business; the right place for development and investment; the perfect mix for a business-friendly community.
- **Flexibility** – The brand must be flexible and adaptable in order to meet the needs of a variety of departments and municipal functions within the County of Powhatan as well as groups and businesses within the overall brand. It must also be flexible enough to grow and evolve along with any changes in the market.
- **Endorsement** – The brand must be authentic and resonate with citizens, businesses, and community groups within the County of Powhatan and throughout the region in order to gain the broadest possible support for the initiatives. It must be relevant to the County, but also reflect the desire to move forward.

2. BACKGROUND

Powhatan County was created by The Virginia General Assembly in 1777. In 1850 a small portion of Chesterfield County was annexed, creating the current boundaries of Powhatan County. The county consists of 272 square miles (174,800 acres) and has a population of 28,451 (per the 2013 census data est.), a 2.8% increase from the 2006 population of 27,649. Powhatan ranks as the fifth fastest growing locality in Virginia.

Powhatan is located on the western edge of the Richmond Metropolitan Area, approximately 20 miles west of the City of Richmond, Virginia, the State Capitol. The County is bound by Goochland County and the James River to the north, Chesterfield County to the east, Amelia County and the Appomattox River to the south, and Cumberland County to the west.

The County has easy access to major interstates with Interstate 64, a major east-west highway within eight (8) miles of the County. Rt. 288, the western by-pass around Richmond connecting Interstate 64 and Interstate 95, is located along the County's northeastern corporate limits with both State Routes 60 and 711 providing access to Powhatan from Rt. 288. Richmond International Airport is located 40 miles from the County.

Although predominately rural in character, the County experienced significant residential growth in recent years as the Richmond area migrated westward. The County's population increased 25% between the 2000 and 2010 Census. As one of the fastest growing communities in the Commonwealth, the County is committed to preserving its rural charm while accommodating residential and business growth. To that support that goal, the County adopted an update to the Comprehensive Land Use Plan in July 2010, and is currently working on a Strategic Plan for the County.

Responses to this request for proposals will provide the County with information required to assess, evaluate, and select a consultant based on prior experience, qualification, methodology and approach, and work performed in similarly sized communities. Submittals should be aware that this initiative is a priority for the County.

SECTION II – SCOPE OF WORK

1. SCOPE OF WORK

The Consultant shall provide services to the County of Powhatan to support the following tasks and lead all aspects of the County of Powhatan community branding initiative:

- A. Advisory to the Steering Committees** – The consultant will work with two (2) focus groups composed of representatives from the County and community leaders in two areas:
 - a. Economic Development
 - b. Tourism
- B. Facilitator during the research process and/or testing of the new brand** - Include descriptions of community engagement efforts that will take place during this process. The County has a very involved and engaged community. The consultant will be expected to employ creative means of public improvement to ensure that all segments of the community are aware and involved in the project.
- C. Research** – Research will be the basis for the development of a brand concept, creative elements and the overall brand initiative. The consultant will review previous studies conducted by the County of Powhatan to help implement strategies for the brand image and development of marketing materials. In addition:
 - a. Identifying the key elements of the County.
 - b. Analysis of current efforts and existing creative elements such as logos, tag lines, and creative designs.
 - c. Analysis of competitor marketing strategies.
 - d. Measures that will be used to determine if the branding effort is successful.
- D. Creative/Development of Brand** – The consultant will develop creative elements that may include design concepts, logos, messages, tagline, and other products to support the overall brand initiative. A minimum of three distinct creative options must be presented, based on the results of the research. The selected logo design will be delivered with a style manual and guidelines for use and the capability of use in the following:
 - a. Print and electronic advertising
 - b. Website design
 - c. Media placement
 - d. Public Relations
 - e. Events
 - f. Templates
- E. Implementation Matrix** – The consultant will develop an action plan for implementation of the brand in sufficient detail to allow staff to understand the approach and work plan. An Action Plan should include, but not limited to the following:
 - a. Estimated costs/budget associated with the implementation process.
 - b. Proposed timelines for the development of creative elements.
 - c. Recommended positioning logo and brand guidelines.
 - d. Implementation plans for brand identity applications and brand identity maintenance plan.

- e. Potential funding sources

2. DELIVERABLES

The consultant shall provide the following organization brand/identity deliverables for both economic development and tourism in electronic (Microsoft Office – Word, PowerPoint or Publisher) format:

- A. Branding/Logo Design** – Design of a dynamic logo that can be used in a variety of formats, from marketing materials, to wayfinding signage, web, print, etc.
- B. E-Newsletter Template** – One to three templates of the e-newsletter would be desirable. These templates would be used for “Economic Development/Tourism news”, “Meeting Notices”, etc.
- C. Print Newsletter Template** – One or two versions of a printed newsletter that can be filled quarterly for print and web distribution.
- D. Print Key Facts/At-A-Glance** – 2-page template that can be filled in with basic information about the economic development and/or tourism efforts and the County, such as general information, demographics, how to start a business. These can be used as inserts into third party packets such as real estate brokers, building owners, economic development staff, etc.
- E. Complementary brochures and information sheets** – create a series of complementary templates. For proposal purposes, include an eight page four color 8.5x11 general information brochure, with four specific information sheets (two color, two sided, 8.5x11). Topics of the information sheets might include industry specific (manufacturing) data, how to start a small business, retail market area information, tourism destinations, sports venues, etc. Do not include printing. Provide three (3) concepts and offer up to three (3) opportunities for revision before finalizing the concept.
- F. Press/Organization Kit** – Folder with pertinent information about economic development/tourism/County for the press and/or prospective businesses, visitors and/or residents.
- G. PowerPoint** – Template that can be filled in for presentations about economic development projects, tourism efforts, or about the County itself.
- H. Print Ad Campaign** – Create a series of three (3) advertising concepts promoting the unique selling proposition (s) of Powhatan, adaptable for a variety of sizes and formats in print and electronic media. For proposal purposes, include creation of a 5x5 four color ad ready for print production for each of the three (3) concepts.
- I. Photography** – In order to enhance the marketing efforts, the County desires original, high-quality digital photography of the County (jpeg format). Examples of desired photography includes aerial shots, photos of manufacturing facilities roads, retail, truck traffic, utilities and water facilities, Appomattox and James rivers, venues, parks, etc.
- J. Graphics/Maps** – One to three versions of maps/aerials of the County within larger Metro Richmond/Virginia/East Coast context for insertion into a variety of marketing materials. Watermarks and graphics to enhance marketing materials.
- K. Copywriting/Content Development** – Brand Messaging/Taglines/ Core Values / Mission, Goals & Purpose Statements

3. MEETINGS AND REPORTS

The selected firm shall schedule meetings between the firm and the County prior to commencing the work, at the end of each phase of work and at the completion of work. The purpose of these meetings is to keep the principals fully informed of the scope and progress of the project. The selected firm must physically be present for all meetings, and appropriate notice must be given to the County so a meeting room can be arranged and staff invited with proper notice. During the course of the project the firm shall meet on an as-needed basis with the County to discuss issues that arise during the design process.

Presentations of the conceptual design and final design to County Staff, the Economic Development Authority, and the Chamber of Commerce.

The selected firm's staff shall remain on call throughout the life of the contract to assist County Officials with questions related to the project upon request.

4. PROJECT SCHEDULE

Submittals should include a proposed schedule for the project.

SECTION III– PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

1. GENERAL INSTRUCTIONS:

- A. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, so marked, and five (5) copies, and PDF version of each proposal must be submitted to the Contract Officer. No other distribution of the proposal shall be made by the Offeror. If any section of the Offerors proposal is marked proprietary and/or trade secrets and justification of such is given in writing the offer shall also supply one (1) redacted copy of their proposal removing all such privileged information.
- B. RFP Questions: Address questions concerning this RFP to:

Charla Schubert, Director of Finance
Ph: (804) 598-5610
E-mail: cschubert@powhatanva.gov
Department of Finance
3834 Old Buckingham Road, Suite B
Powhatan, VA 23139

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions **will not be accepted** within five (5) working days of the Due Date and time of this RFP.

- C. Ownership of Proposals: Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.
- D. Due Date: Sealed copies of the proposal must be received by the Director of Finance and Administration no later than **2:00 PM on July 25, 2016**. Proposals must be addressed to:

Charla Schubert, Director of Finance
Department of Finance
3834 Old Buckingham Road, Suite B
Powhatan, VA 23139
RFP-2016-03

2. PROPOSAL REQUIREMENTS:

- A. Proposal Preparation:
1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Powhatan requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory

- requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 6. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- B. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- C. Incurred Expenses: The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Powhatan as a result of cancellation of this RFP.
- D. Addenda: Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.

E. Proposal:

a) Offeror's Profile, Qualifications and Experience

The proposal should provide:

- The name, address, phone, fax, and email address of a contact person from the submitting firm(s).
- Letter of interest.
- A proposed scope of services and project schedule.
- Offerors established experience record in providing comparable services, and experience of the project team members with projects of similar scale, complexity, and budget.
- Provide at least three (3) references for which work of a similar nature to that described herein was performed within the past three years. For each reference, include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of the project being referenced.
- Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- The proposals shall not exceed 30, 8 ½ x 11-inch double-sided pages in length, including photos or graphic material.

b) Project Work Plan

The proposal should set forth a work plan, including an explanation of the methodology to be followed, to perform the services required in Section II of this RFP. In developing the work plan the Offeror should clearly distinguish tasks that the Offeror shall undertake and those that are the responsibility of the County.

Offerors shall provide the following information in their approach:

- Discussion regarding overall approach and processes in completing the project with proposed phasing.
- A description of the firm's creative design and project management philosophy.
- Identification of and a description of the project team's approach to creative design challenges of the assignment.
- Description of any anticipated potential problems, the Offerors approach to resolving these problems, and any special assistance required from the County.
- Community/Focus Group involvement methodology.
- Statement verifying the Offeror's understanding of the specific requirements outlined in this RFP.

c) Price – Submit a detailed price proposal which includes any and all costs associated with providing the services. For the deliverables defined in the RFP, include a lump sum price along with the detailed price breakdown. In addition, include a narrative on your ability to control costs.

d) Site Visits

The County reserves the right, at its sole discretion, to perform any on-site visitation to assess the capabilities of an offer and to contact references other than, and/or in addition to, those provided by the Offeror.

- e) Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Powhatan County reserves the right to award in part or in whole or to reject any or all proposals.

SECTION IV - EVALUATION AND AWARD CRITERIA

- 1. EVALUATION CRITERIA:** Proposals shall be evaluated by the County of Powhatan's Selection Committee using the following criteria:

- A. Qualifications and experience of the firm. Weight: 30%.
- B. Management capabilities: Project approach, methodology, community involvement, ability to meet County's required schedule; and other procedures to be utilized during the project. Weight: 25%.
- C. Price. Weight: 25%
- D. References. Weight: 10%.

2. AWARD

- A. The Evaluation Committee will independently read and rate each proposal. The selection process shall be as per § 2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. 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 County of Powhatan shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror. Should the County of Powhatan determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

3. RFP TIMELINE

Date	Action
June 30, 2016	Release of RFP
July 25, 2016	RFP Deadline at 2:00 p.m.
August 1 – 5, 2016	Potential interviews with "short listed" candidates
Early August 2016	Negotiate with selected firm and sign contract
Mid-August 2016	Notice to Proceed
October 2016	Completion of Work

SECTION V –TERMS AND CONDITIONS

1. **GENERAL:** Proposals and contracts with the County of Powhatan and its officials, departments, and employees are governed by the Virginia Public Procurement Act, Sections 2.2-4300 – 2.2-4343 et seq of the *Code of Virginia*, as amended, and the ordinances of the County of Powhatan. In the event of an inconsistency or conflict between the Provisions of this solicitation, Contract or other incorporated document, or the County's Ordinances and Policies and State Procurement Law, any inconsistencies or conflicts shall be resolved by giving precedence to the following documents in the following order:
 - a. The Virginia Public Procurement Act
 - b. Ordinances and Policies of the County of Powhatan
 - c. Specifications of this Request
 - d. The Contract
 - e. Provisions of this Request
 - f. Instructions to Offerors

The following general information is provided to all Offerors to facilitate the preparation of suitable proposals for the goods, insurance or services identified in this Request, and the requirements set forth shall be binding upon all Offerors.

The County is not at liberty to change the terms of the bargain after the opening of proposals. Where questions and discussions prior to proposal opening disclose a need for additional information or amendments, appropriate addenda to the request will be prepared and distributed so that all Offerors will be proposing based upon the same information and specifications.

The County may extend the due date and time for receipt of proposals if it believes it is necessary or in the best interests of the County. Any extension of the date and time for receipt of proposals other than when the County is closed unexpectedly will be made by issuance of an addendum to this RFP. In a situation where the County is closed unexpectedly on a due date, the proposals will be opened at the same time and place the next County business day. The County reserves the right to reject any and all proposals and waive any informality or technical defect if, in its sole judgment, the best interest of the County will be served as specified in Virginia code Section 2.2-4319.

2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation or dispute arising out of the contract resulting from the RFP, its interpretations, or its performance shall be litigated only in the Powhatan County General District Court or the Circuit Court of the County of Powhatan, Virginia. The contractor shall comply with all applicable federal, state and local laws, codes, and regulations.
3. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the *Virginia Public Procurement Act*. If the award is made to a faith based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 11-35.1E)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state

law relating to discrimination in employment, except if there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
6. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
7. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Powhatan all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.
8. **PROPOSAL FORMAT:** Proposals shall be submitted in a sealed envelope which clearly identifies the project or solicitation, the name of the Offeror, the due date and time of the proposal, and a statement that the proposal is not to be opened until the due date and time. The Offeror assumes the risk that an envelope not properly marked will be mistakenly opened and thus rendered ineligible for consideration OR the proposal may not reach the Director of Finance and Administration prior to the due date and time. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
9. **LATE PROPOSALS AND MODIFICATION OF PROPOSALS:** It is the sole responsibility of the Offeror to see that his proposal is in this office by the specified time and date. Proposals received by the Director of Finance and Administration after the due date and time will not be accepted and will be returned to the Offeror, if possible, unopened. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids/proposals will not be accepted.
10. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Director of Finance and Administration whose name appears on the cover of the solicitation no later than five (5) days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the Director of Finance and Administration.

11. **AUTHORITY:** The County Administrator has the sole responsibility and authority placing, cancelling, or modifying this solicitation and any contract resulting thereof. No other County official or employee may obligate the Government of Powhatan County for indebtedness and any such purchase or contract made that is contrary to the provisions of this solicitation shall be of no affect and void and the County shall not be bound thereby.
12. **PAYMENT:**
1. Unless otherwise provided in the Contract, payment shall be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 2. Invoices for services ordered and rendered shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall reference the contract number and/or purchase order number.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (i) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (ii) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
13. **QUALIFICATIONS OF OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offer's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
14. **AVAILABILITY OF FUNDS:** It is understood and agreed to by the parties herein that the County shall be bound hereunder only to the extent of the funds available for the purpose of this agreement.
15. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
16. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Offeror that the scope of the project or of the Offeror's services has been changed requiring adjustments to the amount of compensation due the Offeror unless such adjustments have been made by formal written Amendment to the Contract signed by the County and the Offeror. If the Offeror believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Offeror, the Offeror must immediately notify the Project Officer in writing of this belief. The Offeror will not be compensated for performing that particular work unless a written amendment has been signed by the County and the Offeror. If the Project Officer determines that the work is within the scope of the Contract as written, the Offeror will be ordered to continue work.
17. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the County may have.
18. **INSURANCE:** The Offeror shall, at its own expense, provide and maintain during the entire performance period of this contract at least the following kinds and minimum amounts of insurance, in addition to unemployment compensation and workers compensation insurance. By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage's at the time the contract is awarded.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability for Participants not covered by Workers Compensation Insurance in an amount not less than \$100,000.
3. Comprehensive Automobile Liability, including all Owned Automobiles, Non-Owned Automobiles and Hired Car Coverage:
 - a. Limits: \$1,000,000 per incident / \$3,000,000 Total Bodily Injury (including death)
 - b. \$1,000,000 per incident / \$3,000,000 Total Property Damage
4. Employer's Liability for Participants not covered by Workers Compensation Insurance in an amount not less than \$100,000.
5. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. If Offeror's professional liability coverage is on a "claims-made" basis. Offeror shall obtain extended reporting (tail) coverage (with the same liability limits) upon expiration of the Agreement for at least three years following the expiration or termination of the Agreement.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Director of Finance and Administration. Failure of the contractor to deliver a new and valid certificate will result in the suspension of all payments required of the County until the new certificate is furnished to the County. Insurance coverage required by this RFP shall be in force throughout the contract term(s). Should the contractor fail to provide acceptable evidence of insurance coverage within five (5) days of written notice at any time during the contract term(s), the County shall have the absolute right to terminate the contract without further obligation to the contractor and the contractor shall be fully liable to the County for the entire cost of procuring the uncompleted portion of the contract at the time of termination. The County shall be named as additional insured on all policies except those pertaining to Worker's Compensation and Professional Liability. No contract shall be binding upon the County until the certificate of insurance, or policies if so requested, called for herein have been filed with the County and all have been approved as to form and sufficiency by the County Attorney.

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

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

20. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
21. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
22. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. The County, its authorized agents, and/or state Offerors shall have full access to and the right to examine any of said materials during said period.
23. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the County will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Powhatan or its products or services unless first agreed to by the County.
24. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).
25. **CANCELLATION OF CONTRACT:** The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Contractor shall credit the County for the applicable decrease in service. The contractor can invoice the County for the actual cost of serviced rendered up until the effective date of cancellation.

26. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

_____ Name of Offeror	_____ Due Date	_____ Time
_____ Street or Box Number	RFP No. _____	
_____ City, State, Zip Code	RFP Title _____	

Name of Contact/Charla W. Schubert, Director of Finance

The envelope should be addressed as directed on Page 1 of the solicitation.

The Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

27. **OWNERSHIP OF MATERIAL AND DOCUMENTS:** Except for Offeror's workpapers, which are and shall remain the property of Offeror, all information, documents, and electronic media furnished by the County to the Offeror belong to the County, are furnished solely for use in connection with the Offeror's performance of services required by this Contract, and shall not be used by the Offeror on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Offeror for the County are the sole property of the County, free of any retention rights of the Offeror. The Offeror hereby grants to the County an unconditional right to use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Offeror pursuant to this Contract, free of any copyright claims, trade secrets, or other proprietary rights with respect to such documents.
28. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is responsible for the acts and omissions of his own employees.
29. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
30. **CONFIDENTIALITY (Contractor):** The contractor assures that any information and data obtained as to personal facts and circumstances related to County staff or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent. Contractors and their employees working on this project agree to these terms.

31. **AUTHORIZED PARTIES:** Each proposal, and any contract, must be signed by a person authorized to bind the Offeror to a valid contract with the County. The county may require that any Offeror submit appropriate documentation showing the authority of the signatory to act on the contractors behalf.
32. **CONTRACT REPRESENTATIVE:** In the event a contract is executed as a result of this solicitation, the contractor shall designate in writing his contract representative who shall be responsible for ensuring the services required by the County are complied with and delivered in accordance with the terms and conditions of the contract.
33. **EVALUATIONS OF PROPOSALS AND AWARD:** Proposals shall be evaluated on the basis of those requirements which are set forth in the Request for Proposals, the County's policies, procedures, and ordinances, and Virginia's Public Procurement law. This solicitation is being procured by competitive negotiation. Price will not control in the awarding of this procurement.
- Upon award or announcement of the decision to award a contract as a result of this solicitation, Finance will post the notice of Award or notice of the Intent to Award on the County's webpage as well as in the state's eVA system.
- The County reserves the right to award all or part of the proposal to any Offeror whose proposal is the most responsive and responsible proposal whose proposal meets the requirements and criteria set forth in the RFP with respect to the items in question, and it is in the best interests of the County. The County may award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County. The Director of Finance and Administration also reserves the right to reject the proposal of any Offeror deemed to be non-responsible.
34. **ACCEPTANCE OF PROPOSAL PRICES:** Offeror warrants by virtue of proposing that prices, terms, and conditions quoted will be firm for a period of ninety (90) days from the date of proposal opening, unless otherwise stated by the Offeror. There is no binding agreement, no contractual relationship, no understanding or mutual assent until a contract is signed, executed and exchanged by and between the Offeror and the County of Powhatan.
35. **INDEMNIFICATION:** To the fullest extent of the law, the contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, community representatives or other working on behalf of the County from any and all claims, judgments, suits, losses, damages, payments, costs, fines or fees levied against the County and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this contract, contract documents, or any agreements that results from this RFP. Further, if any recipient of a contract subcontracts for work, they shall enter into a contract with any such subcontractor(s) which indemnifies, defends, and holds harmless the County and its officers, agents, employees, community representatives or other working on behalf of the County from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this RFP.
36. **ACCEPTANCE:** Work supply or performance shall be conducted in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of any rejection of any deliverable, the contractor shall be notified and have fourteen (14) days from date of issuance to correct the deficiencies and resubmit the deliverable.
37. **PROTEST OF AWARD OR DECISION TO AWARD:**
- a. Any Bidder or Offeror may protest the award or decision to award a Contract by submitting a protest in writing to the Procurement Official, or an official designated by the County, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential Bidder or Offeror on a Contract negotiated on a sole source or emergency basis who desires to protest

- the award or decision to award such Contract shall submit such protest in the same manner no later than ten (10) days after posting or publication of the notice of such Contract. However, if the protest of any actual or potential Bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such Bidder or Offeror or at such later time. No protest shall lie for a claim that the selected Bidder or Offeror is not a responsible Bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The Procurement Official shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Procurement Official shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the County. Where the award has been made and performance has begun, the Procurement Official may declare the Contract void upon a finding that this action is in the best interest of the County. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
 - c. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
 - d. An award need not be delayed for the period allowed a Bidder or Offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

38. DISPUTES:

- a. Any dispute concerning a question of fact as a result of a Contract with the County which is not disposed of by agreement shall be decided by the Procurement Official, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the Procurement Official shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

39. REMOTE ACCESS:

- a. All hosts, including privately owned personal computers, connecting remotely to the County's network shall have up-to-date and properly configured anti-virus software and current operating system service pack and patch level. Hosts may be scanned to ensure compliance with County standards, and users may be denied remote access if their host system presents an unacceptable risk to County networks. Access will be monitored and attempts to access unauthorized areas will result in denied remote access.

- b. Denial of remote access for cause does not relieve the Offeror of any responsibilities under the Contract. If work requires the Offeror to be in Powhatan because remote access has been denied for cause, the Offeror shall bear that cost and shall not be reimbursed by the County.

40. SUCCESSORS AND ASSIGNS:

The County and the Offeror bind themselves and any successors and assigns to this Contract. The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

41. DESIGNATED PERSONNEL:

The personnel designated in the management summary for key positions shall not be changed except with the permission of the County. If awarded a contract, the contractor may not substitute other staff or individual(s) without the prior express written consent of the County. The County shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due or a reduction in the quantity or quality of the Service.

42. NON-WAIVER PROVISION:

No waiver or breach of any of the terms, conditions, provisions or covenants contained in this Contract shall be construed as a waiver of any prior or succeeding breach of the same terms, conditions, provisions or covenants.

43. RENEWAL OF CONTRACT:

This contract shall be for one (1) year beginning date of award with the option to renew under the terms of the original contract for up to three (3) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Not Seasonally Adjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term. The County reserves the right to negotiate increases in excess of validated CPI if deemed to be fair and reasonable and in the best interest of the County.