



COUNTY OF AUGUSTA, VIRGINIA REQUEST FOR PROPOSAL

Issue Date: March 1, 2021

RFP # 81050-21-01

Project Title: **Tourism Digital Marketing Services- GART**

Proposals will be received subject to the Conditions attached hereto until **March 29th, 2021 at 2:00 P.M.** from qualified firms to provide digital marketing and social media services for the Greater Augusta Regional Tourism Board (GART).

Where to submit Proposals:

Elana Sorrell, VCOA, Senior Purchasing Assistant
County of Augusta, Finance Department
18 Government Center Lane
Verona, VA. 24482

Copies of Request for Proposals may be obtained by visiting our website, www.co.augusta.va.us or contacting:

Elana Sorrell, VCOA, Senior Purchasing Assistant
Telephone (540) 245-5741 Ext. 1
esorrell@co.augusta.va.us

In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

Date: _____
BY: _____
Title: _____

Signature in Ink

Email: _____ Telephone: _____



COUNTY OF AUGUSTA, VIRGINIA REQUEST FOR PROPOSAL

PROPOSED SCHEDULE OF EVENTS

Issue Request for Proposal	March 1, 2021
Proposals Due	March 29, 2021
Distribute Proposals to Selection Committee	Week of March 29, 2021
Selection Committee Interviews with Selected Firms	Week of April 19, 2021
Contract Finalization	June 14, 2021

OVERVIEW

The Shenandoah Beerwerks Trail (a program of the Greater Augusta Regional Tourism Board (GART)) is seeking proposals from qualified firms to provide digital marketing and social media services. The purpose of the proposal is to increase awareness of the Shenandoah Valley (defined as the Beerwerks Trail footprint which is currently: the cities of Harrisonburg, Staunton, Waynesboro, Lexington, Buena Vista and the Counties of Augusta, Rockbridge, and Rockingham) as a visitor destination in our target markets, stimulate overnight stays, promote our partner destinations, increase visitor spending and have a substantial economic impact for the Shenandoah Valley. The Shenandoah Beerwerks Trail uses our 19 and growing craft brewery footprint to pull in visitors to enjoy our craft beer AND outdoor recreation, food, attractions, arts & culture, shopping, scenery, etc.



SCOPE OF SERVICES

I. Specific Requirements

A. Serve as Shenandoah Beerwerks' Trail digital marketing agency:

The successful contractor or contractors will work in conjunction with the Beerwerks Trail to conduct a digital marketing program to attract potential visitors from our primary target markets of, but not limited to, Washington, DC, Northern Virginia, Richmond, Norfolk, and Hampton Roads. Other markets include Harrisburg/Central Western Pennsylvania, Raleigh/Durham, Winston-Salem, Eastern Maryland and Chicago. Contractor shall develop and execute creative concepts based on strategic analysis and research and input from the Beerwerks Trail. These services shall include, but are not limited to, the following:

1. Act as creative lead - producing concepts, ideas, brainstorming and generating content
2. Analyze local, regional, and national research to recommend the best strategies and promotions and target markets.
3. Provide advice, counsel, and assistance on matters pertaining to digital marketing to ensure the Beerwerks Trail benefits to the fullest extent possible.

B. Social Media Campaigns

Set up and manage Facebook and Instagram ad campaigns using the following delivery methods to test ad variations:

1. Facebook newsfeed ads testing unique combinations of images, headlines, copy, and link to each of the landing pages produced by contractor(s) or existing landing pages.
2. Instagram photo ads using eye-catching visuals to boost awareness, increase social following and engagement, and drive website visits.

3. Instagram Stories ads to reach audiences with full-screen branded photos and/or video in their Story Feed.
4. Required conversion should include social media engagement (likes, shares, comments, post saves), newsletter sign-ups, website usage and increased traffic to tourism partners.
5. Submit necessary paperwork required for VTC co-op reimbursement

C. Campaign Optimization:

Optimize campaigns on a regular basis to continually increase performance and marketing Return on Investment (ROI).

1. Bid Optimization: monitor and adjust keyword bids to attract visitors who are more likely to convert.
2. Budget Allocation: analyze performance of the various campaigns to pull budget from low-performers and increase budget for campaigns that provide the greatest ROI.
3. Ad Testing: Test ad creativity to discover what variables (e.g. headlines, images, descriptions, display URLs, sitelink extensions, and call-outs) prove most effective in attracting high quality visitors to the beerwerkstrail.com website.
4. Audience Targeting: Test and optimize ad messaging and/or images shown to targeted audiences to serve the most relevant and compelling ads based on known interests, demographics, and likely decision-making criteria.

D. Landing Page Designs & Development:

1. Design and develop campaign landing pages on the existing website, www.beerwerkstrail.com, for use with the digital campaigns.
2. Provide content review and outlines. Images provided by Beerwerks Trail.
3. Mobile responsive dynamic CSS styles that change layouts depending on the device and screen size.
4. Browser Compatibility: the website will work on the latest stable version of all modern browsers that account for the vast majority of US web traffic: Internet Explorer 11, Chrome, Firefox, Edge, Safari, iOS & Android browsers.
5. Analytics: any new landing pages must be developed using the existing content management system and must utilize Google Analytics to track page traffic.

E. Analytics tracking Set Up:

1. Build onto the existing Google Tag Manager installation and set-up key goals and conversion events to quantify user engagement and compare the quantitative and qualitative value of visitors from each advertising source. Final tracking parameters will depend on the back-end flexibility of the current website's content management system (CMS). Deliverable will include documentation of new goals and conceptual analytics-based visitation funnel.

F. Video Campaign(s)

1. Create social ads to promote **existing and potentially new** video content, run and optimize ad campaigns.
2. Edit and repackage video content to maximize video and produce additional content.

G. Google Adwords:

1. Create, run and optimize Google AdWords.

H. Retargeting

1. Create ads for retargeting.
2. Deploy retargeting campaign to reach previous website visitors who have not resulted in conversions.

I. Performance Reports: Produce monthly reports summarizing campaign performance and key insights including:

1. Overview of KPIs like spend, clicks, CPC, CTR, and CPA (where applicable)
2. Highlights of top performance areas of campaign will be included
3. Overall analytics of performance with key insights and major action items (as needed)

J. Purchase Media per Campaign(s) including but not limited to: Google, Facebook and Instagram as part of the agreed upon strategy and target markets.

K. Budget: The Beerwerks Trail has established an **annual** budget, beginning on July 1, 2021 and ending on June 30, 2022, of \$45,000 for digital marketing, including paid media spend. Proposals should incorporate the above scope of services within this budget.

L. Branding: The Beerwerks Trail intends to continue the use of established branding currently in use on www.beerwerkstrail.com and our social media channels.

1. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS: This section is used to inform the potential offerors of how many copies of the proposal must be submitted, how the proposal is to be prepared, the possibility of oral presentations by the offerors, etc.

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original, four (4) copies and one (1) electronic copy of each proposal must be submitted to the County. It shall be the sole responsibility of the offeror under all circumstances to assure that its proposal is received by the date, time and location specified herein. The County does not accept proposals delivered via USPS, FEDEX or UPS on weekends, holidays or outside of our normal business hours of 8 a.m. to 5 p.m. Eastern Standard Time.

2. Proposal Preparation:

a. 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 purchasing agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. 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.

c. Proposals should be organized in the order in which the requirements are presented in Section B of the RFP. All pages of the proposal should be numbered and should not exceed 15 pages. 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. Proposals should be bound in a single volume as practical. 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.

d. 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.

- e. 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 and will result in rejection of the proposal.
3. 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 work with GART to schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals must address the tasks included in the Scope of Services. Proposals should be as thorough and detailed as possible so that the Beerwerks Trail may properly evaluate the capabilities of respective firms to provide the required services. Responses should be limited to no more than 15 pages excluding the cover, including all other materials. Failure to do so may result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. Proposals with extraneous information will receive a lower ranking. Offerors are required to submit the following items as a complete proposal in the following order:

- A. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- B. Firm History and Organization
- C. Personnel
 1. Identify and provide resumes (may be abbreviated), including references, for key project personnel.
 2. List outside firms, if any, that may be part of the services team
- D. Experience: Provide a description of the firm's background in integrated marketing projects. In particular, please indicate any previous experience with local government tourism contracts or multijurisdictional contracts. This information should include:
 1. Project name and address;
 2. Description of services provided, and
 3. Contact person and telephone number and email address

- E. Creative Portfolio: Provide details of, up to three examples of innovative campaigns completed for a recent client(s) that were based on research, had specific goals and how those goals were measured, leveraged resources, and demonstrates your creativity and leveraging of funds.
- F. Approach to Providing Services: Please outline your firm's proposed approach to providing services referenced in Section I (Specific Requirements).
- G. Fee Schedule: Please be as specific as possible with a breakdown of fees by service where possible. Fee schedule should cover a 12-month period.
- H. Availability: Beerwerks Trail would like to begin work on July 1, 2021. Please address the availability of your firm and key personnel to meet this requirement.
- I. References: Provide references from three clients for whom you have produced digital marketing campaigns. Include organization name, contact name, phone number and email.
- J. Outsourcing: Include the name(s) of any vendors and/or companies your company may use to outsource certain elements of the videos.

2. **EVALUATION AND CRITERIA FOR AWARD**

- A. Based upon the selection criteria below, a committee will select those firms deemed to be the most qualified, responsible, and suitable. The committee will conduct interviews either in person, or remotely, with the short-listed firms. The committee will then rank the firms and discuss final terms with the firm ranked number one. If an agreement cannot be reached, the committee will proceed to negotiate terms with the firm ranked number two, and so forth until a firm is selected.

Should the committee, after the initial submission of materials, determine that one firm is clearly more qualified than the others under consideration; a contract may be negotiated and awarded to that firm without delay.

The committee reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, to award the contract to the most responsive and responsible candidate as deemed in the best interests of the entity, or to suspend the procurement if the desired outcomes are not achieved. Proposals shall be evaluated by the evaluation committee using the following criteria:

Criteria	Description	Maximum Score
General Qualifications & Experience	Experience with tourism destinations and travel marketing, qualified staff, references and thoroughness of proposal.	35 points
Project Development	Overall quality of previous work. Ability to fulfill the scope of work on time and within budget.	30 points
Value-Added Component	Overall blend of competitive rate structure; knowledge of the craft beer audience; and any value-added benefit garnered through other projects; any value-added benefit the vendor may offer to differentiate themselves from candidates.	25 points
Cost	Proposed Fees	10 points
	TOTAL POSSIBLE POINTS	100 POINTS

B. AWARD OF CONTRACT:

1. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to GART and the Beerwerks program, considering price and other evaluation criteria set forth in the bid documents.
2. A contract shall not be assignable by the Contractor in whole or in part without the written consent of GART and the Beerwerks program.
3. Ten (10) days prior to actual award of the contract, the County will issue a NOTICE OF INTENT TO AWARD.

C. CONTRACT TERM:

GART intends to begin the contracted services on July 1, 2021.

The initial contract shall run for one year with an option for up to two (2) additional one (1) year renewals. The contract shall be subject to cancellation for cause or convenience with written notice 30 days prior to the effective date of the cancellation. No changes in costs at renewals shall exceed the change in the Consumer Price Index for All Wage Earners for this region.

GART reserves the right to negotiate contract terms with the successful firm for items/services other than those specifically stated in this RFP in the best interest of the Beerwerks Trail and agreed to by the contractor.



REQUEST FOR PROPOSAL GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the County of Augusta unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the County is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the provisions of The Purchasing and Contracting Policy Manual for the County of Augusta and any revisions thereto. If an inconsistency exists between the VPPA and the Purchasing and Contracting Policy Manual for the County, the VPPA Virginia Code sections take precedence.

1. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than three (3) business days prior to the deadline set for acceptance of the bids.
2. **CLARIFICATION OF TERMS:** If any Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Purchasing Agent no later than three (3) business days prior to the date set for the opening of bids. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent. Oral or other interpretations or clarifications will be without legal effect.
3. **IDENTIFICATION OF BID ENVELOPE:** The signed bid and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED IN THE SOLICITATION DOCUMENTS

BID NUMBER

TITLE OF INVITATION FOR BID

BID DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (return address)

If a bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. Bids may be hand delivered to the Finance Office. No other correspondence or other proposals should be placed in the envelope.

4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a bid on the official Owner form provided for that purpose shall be a cause for rejection of the bid.
5. **LATE BIDS:** Any bid received at the Finance Office after the exact time specified for receipt of the bid is considered a late bid.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their bid reaches the Purchasing Agent by the designated date and hour.

Late bids will be returned to the remain Bidder unopened, if solicitation number, acceptance date and Bidder's return address is shown on the container.

If the Owner closes its offices due to inclement weather, scheduled bid openings will be extended to the next business day, same time.

6. **BID OPENING:** All bids will be opened at the time and place specified and read publicly.

7. **ADDENDA:** By submitting a bid, the Bidder certifies that (i) he has made due inquiry of the Owner as to the existence of any addenda issued in connection with the bid solicitation documents, (ii) he is satisfied that he has received any and all such addenda and he has taken the contents thereof into consideration when preparing and tabulating his bid; and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in his bid based upon his failure to have received any one or more addenda.

8. **MODIFICATION OF BIDS:** Unauthorized modification of, or any additions to any portion of the Invitation to Bid may be cause for rejection of the bid.

9. **WITHDRAWAL OF BIDS:** A Bidder for a contract other than for public construction may request withdrawal of his bid under the following circumstances:

- a. A written request for a withdrawal of a Bid or any part thereof will be granted if received by the Owner prior to the specified bid opening date and time.
- b. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection subject to the provisions of §2.2-4330 of the Code of Virginia.
- c. No Bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent. In the case of an Invitation for Bid, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

10. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or in preparation of Bid otherwise, will not relieve the Bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted, except as provided in paragraph 9 hereof.

11. **PUBLIC INSPECTION OF BIDS:** All submitted bids, accompanying data, materials or documentation will become the property of the Owner and will be subject to public inspection in accordance with the Virginia

Freedom of Information Act; however, the bidder 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.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor 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 necessary.

12. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The bid price must be net, exclusive of taxes. Tax exemption certificates will be furnished by Augusta County on request.

13. **COUNTY BPOL LICENSING:** All firms with a business location in Augusta County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance. Questions concerning BPOL Tax should be directed to the Office of the Commissioner of the Revenue, telephone 540-245-5640.

SPECIFICATIONS

14. **BRAND NAME OR EQUAL ITEMS:** Any specific make, manufacturer or brand, names used in connection with articles mentioned in the specifications are used to convey the general style, type, character, and quality of the article desired. The Owner may consider other brands as substitutes if written evidence and other data submitted to the Owner by the vendor can satisfactorily substantiate equality. The Owner's representative shall be the sole determining authority as to quality, workmanship, and suitability of purpose. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation.

Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.

15. **PRODUCT EVALUATION:** The Owner reserves the right to conduct any test it may deem advisable to establish that the products and/or services offered are in accordance with the contract requirements. The Owner reserves the right to reject the bid of any Bidder who does not pass such evaluation to the Owner's satisfaction.

16. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

17. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment/product list in the solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment/product and its appurtenances, shall be considered a part of such equipment/product although not directly specified or called for in the specifications.

The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings.

18. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

19. **AWARD OR REJECTION OF BIDS:**

a. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the GART and the Beerwerks program, considering price and other evaluation criteria set forth in the bid documents

b. The Owner reserves the right to reject any and all bids, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of the Owner.

c. Notice of Award: Upon the award or announcement of the decision to award a contract as a result of this solicitation, the purchasing department will publicly post such notice on the Augusta County website (www.co.Augusta.va.us) for a minimum of ten (10) days.

20. **QUALIFICATIONS OF BIDDERS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) or services, and the Bidder shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Owner further reserves the right to reject any bid if the evidence submitted by or investigations of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein, in the sole judgment of the Owner.

21. **STANDARDS OF CONTRACT:** The Owner reserves the right to cancel and terminate a contract at any time, at the convenience of the Owner. Repeated delays or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Contractor shall cease all deliveries or services unless advised by the Owner to do otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of the Owner as of the date of termination.

22. **AVAILABILITY OF FUNDS:** Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, the County may terminate the contract without penalty, cost or damage payment.

23. **NEGOTIATIONS WITH LOWEST RESPONSIBLE BIDDER:** Unless cancelled or rejected, a responsive bid from the lowest responsible bidder will be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds. The negotiation will be undertaken under conditions and procedures described in writing and approved by the Owner prior to issuance of the RFP.

24. **INSURANCE:** If requested in the solicitation, the Contractor shall secure and provide insurance in at least the following amounts:

Automobile Liability Insurance: \$1,000,000 combined single limit

General Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate

Professional Liability (if appropriate): \$1,000,000 occurrence limit, \$2,000,000 aggregate

Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' Compensation Act

All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better.

Insurance provided in response to this proposal shall not contain language that allows defense costs to be subtracted from amounts available as coverage to the County in the event of a claim, without alternative arrangements satisfactory to the County, to include a personal guarantee of the insured Contractor and a financial statement.

25. INDEMNITY: The contractor shall indemnify and hold harmless Augusta County, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of Augusta County with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the sole negligence of Augusta County or its officers, boards, commissions, agents or employees.

Augusta County will not indemnify the contractor.

26. PAYMENT TERMS: Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later.

27. CHANGES TO THE CONTRACT:

a. During performance of the contract, the parties may agree to modify the scope of the contract. Any 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.

b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.

c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advance written approval of the Board of Supervisors.

28. EMPLOYMENT DISCRIMINATION: 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 where 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 the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

29. **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.

30. **NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith based organizations or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

31. **ILLEGAL ALIEN EMPLOYMENT:** In accepting this order, the Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

32. **LICENSE:** If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.

33. **COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS:** All Bidders or Offerors organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code must include in its bids or proposals the identification number issued to it by the State Corporation Commission. 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 shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.

34. **CONTRACT FORMATION:** The Contractor or successful bidder agrees to sign a contract drafted or approved by the County Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the Invitation for Bid shall constitute the terms of the contract and no provision of any response, bid or other agreement may vary or alter the same unless agreed in writing and approved by the County Attorney.
35. **MODIFICATION:** Any term or provision submitted as part of your response that in any way attempts to change or modify the terms of these contract documents shall be ineffectual, null and void. In addition, Augusta County may declare a bid that attempts to do so unresponsive and disqualified, in its sole discretion.
36. **ASSIGNMENT:** The contractor shall not assign this contract without the prior written consent of Augusta County.

BIDDER/CONTRACTOR REMEDIES

37. **PROTEST:** Bidders may refer to §2.2-4357 through §2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.
38. **APPLICABLE LAWS AND VENUE:**
- a. Any contract resulting from this solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper only in Augusta County General District Court or Augusta County Circuit Court.
 - b. The Contractor shall comply with all applicable federal, state and local laws.
39. **CLAIMS PROCEDURE:** Contractual claims must be submitted to the Augusta County Board of Supervisors in writing no later than ten (10) days after the time of occurrence or beginning of the work upon which the claim is based. The Board will consider all facts provided to it in a format established by the Board and render a decision within sixty (60) days of receipt of the claim. Failure to act by the Board shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.
40. **SEVERABILITY:** In the event that any provision of these documents shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.
41. **COOPERATIVE PROCUREMENT:** This procurement is being conducted by the County of Augusta in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County Contract. The County assumes no responsibility for any notifications of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

Attachment A

Reference List

To Be completed by Offeror

1. QUALIFICATION OF OFFEROR: The offeror certifies it has the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of services _____ years ___ months.
3. REFERENCES: Indicate below a listing of three (3) recent references for whom the offeror has provided this type of service. Include the date the services were furnished and the name and address of the person that the County has your permission to contact. If the offeror has not recently provided this type of service, list four (4) general references that the County has your permission to contact.

Date	Client	Phone Number and Person to Contact
		Phone _____
		Phone _____
		Phone _____

Attachment B

Pre-Proposal Question Form

Project Title: *Tourism Digital Marketing Services - GART*

RFP # 81050-21-01

The undersigned potential Offeror would like to request a written clarification, interpretation, or explanation to the following question or question(s):

Please note that all questions should be directed to the Officer designated on the Notice of Request for Proposal and should be received at least five (5) business days prior to the time set for the receipt of proposals to allow for sufficient time for an addendum to reach all Offerors. If there are two (2) weeks or less between the issuance of the Request for Proposal and the time set for receipt of proposals, then Offerors may continue to submit questions up until three (3) business days prior to the time set for receipt of proposals.

The County will endeavor to respond to all inquiries in the most timely manner possible. However, if in their discretion they determine the inquiry to be inappropriate for any reason, the County may refuse to respond. Multiple inquiries of substantially the same question may be answered in one addendum.

Firm Name and Address:

Telephone: (____) _____

Fax: (____) _____

Signature: _____

Date: _____

Title: _____

Email: _____