



## REQUEST FOR PROPOSALS

**RETURN PROPOSALS TO:**  
City of Portsmouth, Virginia  
Attn: Purchasing Division  
801 Crawford Street, 5<sup>th</sup> Floor  
Portsmouth, Virginia 23704

Proposals must be returned in a sealed envelope  
to include company, proposal # and closing date.

**PROPOSAL NUMBER**  
**P265-21-MA**

### QUESTIONS CONTACT:

Michael Ammons  
757-393-8858, Ext 6148  
[ammonsm@portsmouthva.gov](mailto:ammonsm@portsmouthva.gov)

**NOTE: Offeror is required to complete enclosed W-9 form and return with proposal response.  
Proposals not inclusive of a completed W-9 may not be considered.**

<b>DATE</b> 04/16/21	<b>CLOSING DATE</b> Tuesday, May 11, 2021 at 2:00PM, EST
<b>PLEASE SUBMIT PROPOSAL ON THE FOLLOWING</b>	
The City of Portsmouth is seeking proposals from qualified sources to provide marketing and advertising services for the City of Portsmouth. Award will be based on competitive negotiations as per City Code Section 12-276.	
<b>THIS REQUEST FOR PROPOSALS IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:</b>	



**CITY OF PORTSMOUTH**

**REQUEST FOR PROPOSALS  
(SEALED PROPOSALS)**

**PROPOSAL NUMBER**

**P265-21-MA**

**FOR**

**MARKETING AND ADVERTISING AGENCY**

**CLOSING DATE/TIME**

**Tuesday, May 11, 2021  
2:00 P.M.**

**CITY OF PORTSMOUTH  
Purchasing Office  
801 Crawford St, 5<sup>th</sup> Floor  
PORTSMOUTH, VA 23704**

A handwritten signature in black ink, appearing to read "Michael Ammons", is written over a horizontal line.

**Michael Ammons  
Purchasing Agent  
ammonsm@portsmouthva.gov**

**CITY OF PORTSMOUTH**

Request For Proposals

RFP Number: P265-21-MA  
Issue Date: April 9, 2021  
Title: Marketing and Advertising Agency  
Issuing Agency: City of Portsmouth  
Purchasing Office  
801 Crawford Street, 5<sup>th</sup> Floor  
Portsmouth, VA 23704

Sealed Proposals will be received until: Thursday, May 6, 2021 at 2:00PM

Proposals being mailed or hand delivered should utilize the issuing agency address shown above. All inquiries for information should be directed to Michael Ammons, Purchasing Agent, 801 Crawford Street, Portsmouth, VA 23704 via email: ammonsm@portsmouthva.gov.

**Portsmouth City Hall is now closed to the public due to the current pandemic. Proposals can be sent to the Purchasing Office at the City of Portsmouth via traceable means, such as UPS, FEDEX, or USPS. Proposals may be delivered in person by calling (757) 323-0075 on Tuesday, May 11, 2021 between the hours of 1:00PM – 2:00PM.**

In compliance with this Request for Proposals (RFP) and subject to all conditions imposed therein, and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name and address of firm: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Signature (In Ink)  
\_\_\_\_\_  
Name (Typed or Printed)  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Federal Identification Number

Email: \_\_\_\_\_

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## **I. PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with one or more Agencies to provide extensive marketing, public relations and advertising services as requested by the City of Portsmouth, Virginia, hereinafter referred to as the "City".

## **II. BACKGROUND**

The City of Portsmouth is located in Southeastern Virginia. Portsmouth is an historic seaport community on the Elizabeth River in Hampton Roads, the world's deepest natural harbor. Portsmouth is 33 square miles in size and, according to the 2000 U.S. Census Bureau population estimates, is the 8th largest city in Virginia. The city is conveniently located within the Norfolk-Virginia Beach-Newport News Metropolitan Statistical Area (MSA), which ranks as the 31st largest in the country with a total population of over 1.6 million.

## **III. STATEMENT OF NEEDS**

### **A. GENERAL REQUIREMENTS:**

1. The City is seeking to strengthen its current marketing practices to promote Portsmouth as an ideal location to live, work and play, as well as influence individual, household and business decisions to remain and work in this City. The City wants to define and project the image and its brand within Hampton Roads and beyond through effective messaging and a comprehensive marketing strategy, utilizing both traditional and digital means, in a variety of media relative to the various City departments: Economic Development, Parks, Recreation and Tourism, Museums, and other City departments as required. The plan's approach in the past was to combine the marketing plans of individual activities under an "umbrella" which included coordination of activities as well as theme, graphics, colors, etc. Activities include: tourism, museums, economic development, community festivals and special events, and other marketing-related activities.
2. It is desired that the Agency have a minimum of five (5) years experience working with state or local governments, including experience working with different components of that entity.
3. It is desired that the Agency have an office in the City of Portsmouth, or within the Hampton Roads metropolitan region.
4. This contract will commence on about August 1, 2021 and will be an initial two (2) year contract, with provisions for up to three (3) one year extensions, subject to annual appropriations and any termination provisions of the contract.

B. SPECIFIC REQUIREMENTS:

The Agency shall provide the following services:

1. Strategic Planning

The Agency shall coordinate with the City to develop an annual strategic marketing plan, including developing goals, objectives, timelines, etc that will enhance the mission statements of the individual departments. The plan should address the areas of creative design, media placement, public relations, media placement, market research, web design/content. The plan should include metrics to the effectiveness of the strategy. The strategic plan will be reviewed at the beginning of each fiscal year to determine if the plan should be revised.

2. Creative Design

a. The Agency shall promote the City in all aspects, including branding, enhancing the marketing graphics and theme currently in place to provide a sense of unity in the overall marketing program.

b. The Agency shall propose, design and produce marketing, advertising, public relations and publicity materials and templates, including but not limited to video, fliers, brochures, signage, logos, buttons, electronic communications, e-newsletters/e-blasts, digital and social media marketing, and any other appropriate elements for carrying out the marketing plan. The Agency will provide written estimates for the materials they will produce. **These materials shall become the property of the City and may be used by the City for any purpose and further the Agency agrees that it releases all claims to this material.**

3. Media & Public Relations

a. The Agency shall recommend a media plan, based on available funds, and will design, produce, and place advertising in media appropriate for reaching an identified target audience.

b. The Agency shall provide ongoing evaluation of media through post-buy analysis reconciliation, and consultative bi-monthly meetings.

c. The Agency shall develop and provide targeted Media Contact lists for each involved City Department. Such documentation shall be updated on a quarterly basis and shall include local, regional, state and national contacts.

- d. The Agency shall complete media summaries to support marketing grant reporting.
- e. The Agency shall provide public relations assistance to the City to gain exposure through local, national, trade and consumer media on an as requested basis.
- f. The Agency shall provide support of public relations initiatives, including but is not limited to, the writing of press releases, media advisories and public service announcements.

4. Marketing Research and Data Analysis

- a. The Agency must be able to evaluate and measure marketing goals, effectiveness, and return on investments, either quantitatively or qualitatively.
- b. The Agency shall develop a reporting schedule that includes all active components of work product. Report dashboards should be provided monthly, at a minimum.
- c. The Agency must be able to draw educated conclusions that are used to develop and assess strategic plans and must have access to local and national research organizations (Arbitron, Scarborough, SPARC, etc.) for conducting focus groups and administering customer exit and random probability telephone survey.

5. Web Design

Web marketing design/redesign content management and maintenance of any or all City owned websites, including but not limited to, Museums, Umoja, Tourism, Attractions and Events websites.

- a. The addition and/or uploading of approved images, links to external pages and text.
- b. The publication of completed websites to Web search engines, as well as other Web directions and indexes, and search engine optimizer (SEO).
- c. Installation of approved websites on the City's web server.
- d. Establishing an E-mail response link on each webpage to any e-mail address the City designates.
- e. Design and programming adjustments to improve access to features of the sites



- f. Ensuring all interior pages and links are uniform and adhere to a common theme, and providing appropriate software to ensure internal navigation.
  - g. Providing continual analysis and assessment of websites to ensure maximum efficiency. This should include a recommendation for a full review of Google analytics and site traffic patterns, as well as a review of any specific initiatives occurring at that time.
6. Traditional and Digital Advertising
- a. The Agency shall provide a quarterly plan for advertising spend, to include but is not limited to, recommendations for traditional media and digital advertising. The plan should include as a minimum, TV ads, billboards, magazine ads, radio ads, newspaper ads, social media ads, streaming service ads, etc.
  - b. The Agency shall provide support and materials for advertising efforts, from design, buying and integration to reporting and analytics.
7. Agency/City Relationship
- a. The Agency shall maintain close communication with the City's representative through a designated account executive or other individual with primary responsibility for such communication. The Agency will be required to meet with City representatives during regularly scheduled meetings. The time of such meetings will be established after contract award.
  - b. The Agency may be requested to provide other services as needed.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

##### A. General Instructions:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original (clearly marked as "ORIGINAL"), and four (4) copies of each proposal must be submitted to the City. In addition, one (1) electronic copy shall be submitted, either flash drive or DVD. The response shall include the information requested and any other information thought to be relevant to completely address the Request for Proposals requirements. **Should the Offeror fail to respond to the requirements of the RFP, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror's proposal may be eliminated from further consideration.**

2. All proposals submitted under this RFP shall become the property of the City of Portsmouth and will be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of Section § 2.2-4342F 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 a 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.

**B. Specific Proposal Instructions:**

1. The proposal package shall include as a minimum:
  - a. The Request for Proposal document with any addenda acknowledgements filled out and signed as required.
  - b. An Introduction with an overview of Offeror's understanding of the scope of work and services to be provided as requested by this solicitation.
  - c. A detailed description of the Offeror's proposed plans or methodology/approach to be used for performing creative campaigns, media-buying, public and media relations, research, planning and budget.
  - d. A comprehensive and completed description of the Offeror's experience, qualifications and history in providing the services stated in the Statement of Needs. If subcontractors and special consultants will be used, they should be identified and their qualifications included in the proposal response. Include experience of key individuals that will be assigned to this contract, emphasizing their experience in working with similar contracts and local governments.
  - e. One (1) example of media services and/or a campaign provided in the past five (5) years for an organization similar to the City. The provided information provided should include:
    - 1) Description of services provided, including information regarding media buys for the ad campaigns.

- 2) Samples of work product (i.e. print, radio, TV or Internet, etc.)
  - 3) Time period of engagement (Begin and End Dates of Service)
- f. A comprehensive description of the Offeror's process for developing strategy.
  - g. A minimum of three references of organizations similar to the City, including complete contact information for the organization services was provided, including contact name, telephone number, address, email address. Contacts should be able to verify examples of creative campaign work for ad placement of similar size and complexity.
  - h. Cost figures with narrative to accomplish the requirements of this solicitation.
  - i. Any other relevant information the Offeror deems necessary to provide the services needed to successfully complete the Statement of Needs or which the Offeror feels are relevant to its Proposal.
2. 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 City. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are at the option of the City and may or may not be conducted.

3. Proposals will be addressed to:

City of Portsmouth, Virginia  
Attn: Purchasing Department  
801 Crawford Street, 5<sup>th</sup> Floor  
Portsmouth, VA 23704

Specific proposal responses must be received not later than **2:00 PM, EST, on May 11, 2021**. Proposals received after that time will **not** be considered.

## V. EVALUATION AND AWARD CRITERIA

### A. Evaluation Criteria:

Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City.

1. Completeness and quality of the proposal – Understanding of the requirements, familiarity with the area and content of the proposal, and quality of response, including originality of thought and presentation in the submission. **Weight Factor – 10 Points.**
2. Experience – Prior experience in providing similar services, including client references from previous contracts similar in nature. The Offeror must include a list of three (3) clients with contact information including a name and phone number. **Weight Factor – 20 Points.**
3. Qualifications of the company – Review of previous work, including relevance of previous projects to achieving City of Portsmouth goals, quality of final products, ability to effectively market to culturally diverse audiences, strength of recommendations from previous clients, levels of success in previous engagements, and demonstrated ability to meet milestones and timelines on time and at or under budget. **Weight Factor – 25 Points.**
4. Ability to provide the services – Ability in assisting the City in developing a unified theme to be used by all its constituent components, ability to direct the company's resources towards enhancing the development and successful implementation of the City's marketing plan., availability of the firm's account executive and other key personnel to maintain effective communication and to meet with Portsmouth officials, as needed and ability concentrate efforts on the City account. **Weight Factor – 25 Points.**
5. The proposed fee structure. Efficiency and economy are very important to the City. However, costs will not necessarily be the sole deciding factor in the selection process. The City will not pay a monthly retainer. The City will entertain a pay structure that is based upon a task order or hourly compensation based upon work performed. **Weight Factor – 20 Points.**

### B. AWARD OF CONTRACT

Selection shall be made by the evaluation committee of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including

price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Agency's proposal as negotiated.

## **VI. INSTRUCTIONS TO OFFERORS**

- A. **CANCELLATION/REJECTION OF PROPOSALS:** The City reserves the right to cancel the Request for Proposals, and to waive any non-conformance in proposals whenever the Purchasing Agent or designee determines that such rejection or waiver is in the best interest of the City. The City may also waive any minor informalities or irregularities in any proposal where such serves the City's best interest. The City may reject a proposal if it is incomplete, does not conform to the requirements, or misstates or conceals material facts.
- B. **COOPERATIVE AGREEMENT:** This procurement is being conducted under the provisions of Section 2.2-4304 of the Virginia Public Procurement Act "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the Request for Proposals, if the Request for Proposals specified that the procurement was being conducted on behalf of other public bodies. If authorized by the Agency, the resultant contract may be extended to any jurisdiction within the Commonwealth of Virginia to purchase in contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own orders directly with the successful Agency. The City of Portsmouth acts only as the Contracting Agent and is not responsible of orders, payment or discrepancies of the participating jurisdictions.
- C. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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.
- D. **ETHICS:** By submitting their signed proposals, all Offerors certify that their offers 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.

- E. HOLD HARMLESS AND INDEMNIFICATION CLAUSE: The Agency agrees to indemnify and hold harmless the City of Portsmouth and to protect and defend it against all claims and suits arising from actions of omission or commission of its employees, agents or subcontractors, whether for alleged tort or breach of contract, made by any party, including but not limited to its employees, subcontractors, material men, workmen, neighboring property owners, invitees, guests, and agents or employees of the City of Portsmouth, in the performance of the Agency's work, from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as a result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. Agency shall, upon written demand by the City, insure and defend at Agency's sole expense any and all suits or defense of claims.
  
- F. 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.
  
- G. INSURANCE: The establishment of minimum limits of insurance by the City does not in any way reduce or limit the liability responsibilities of the Agency.

The Agency shall maintain in full force and effect during the life of this contract such insurance as will protect it from claims for damages or personal injury including death, which may arise from its operations under this contract. Comprehensive General Liability Insurance, property damage and bodily injury, shall be maintained by the Consultant to protect the owner, its employees and agents, and must provide proof of Comprehensive General Liability Insurance as stated below.

The Comprehensive General Liability Insurance must carry a contractual liability endorsement covering the hold harmless agreements contained in the City's standard contract, and the certificate filed with the City must show that the contractual liability coverage has been obtained. **The City of Portsmouth shall be an additional insured in all such policies.** Insurance coverage for personal injury and property damage, including insurance on vehicles and equipment, shall be in the same company.

#### **CERTIFICATION OF INSURANCE**

The Agency shall carry the required amounts of insurance specified below throughout the contract period and submit a Certificate of Insurance certifying this and naming the City of Portsmouth as an additional insured:

Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Portsmouth and shall name the City of Portsmouth as an additional insured.

The Agency shall name the following as “Additional Insured” as stipulated for general and automobile liability within this contract:

“The City of Portsmouth, including its elected and appointed officials and employees shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The Agency shall immediately provide notice of cancellation or non-renewal of insurance to the City of Portsmouth in writing upon being notified of said cancellation or non-renewal by the insured. In the event of cancellation, the Agency shall promptly provide replacement insurance naming the City as an Additional Insured.”

1. Commercial General Liability - \$1,000,000/\$2,000,000 Combined Single Limit Bodily Injury and Property Damage Aggregate.
2. Workers Compensation – Statutory Requirement.
3. Automobile Liability - \$2,000,000 – Minimum Aggregate Limit

H. IDENTIFICATION OF PROPOSAL ENVELOPE: Proposals should be submitted in a sealed envelope provided by the Offeror, with proposal number and proposal closing date written on outside of the sealed envelope. Larger envelopes may be used to submit proposal package; however, the official proposal number & closing date must be clearly indicated on the outside of the envelope. If a proposal not contained in a clearly marked envelope is mailed, the Offeror takes the risk that the envelope 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. It is the sole responsibility of the Offeror to have his proposal submitted at the place and by the time shown on the proposal form. No other correspondence or other proposals should be placed in the envelope.

I. LATE PROPOSALS: To be considered for selection, proposals must be received by the City’s Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic date stamp machine in the City’s Purchasing Office. Bids received in the purchasing office after the date and hour designated are automatically disqualified and will not be considered. The City is not responsible for delays in the delivery of mail by the U.S. Postal Service, or private couriers. It is the sole responsibility of the Offeror to ensure that its proposal reaches the purchasing office by the designated date and hour.

- J. **LAWS AND REGULATIONS:** All applicable state laws, municipal ordinances, and rules and regulations of the authority having jurisdiction over the project/contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written in full herein. Article V of Chapter 12 of the Portsmouth City Code, entitled “Public Procurement,” is the local governing ordinance.
- K. **NON-APPROPRIATION:** Agreements are made subject to the appropriation of funds by the City Council of the City of Portsmouth, Virginia, and are null and void in the event of nonappropriation by the City Council. Nonappropriation shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.
- L. **NON-DISCRIMINATION:**
1. It is the policy of the City of Portsmouth not to discriminate in the solicitation of requests for proposals, invitations for proposals, or awarding of contracts. The City shall not discriminate because of race, religion, faith-based organization, color, sex, national origin, age, disability or any other basis prohibited by State law.
  2. All contracts awarded as a result of this solicitation in excess of \$10,000 shall include the following provisions:
    - a. That the Agency will not discriminate against any employee or applicant for employment because of race, religion, faith-based organization, color, sex, national origin, age, disability or any other basis prohibited by State law. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
    - b. The Agency, in all solicitations or advertisements for employees placed by or on behalf of the Agency, will state that such Agency 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.
  3. The Agency will include the provision on the foregoing paragraphs in every subcontract or purchase so that the provisions will be binding upon each Subcontractor or Vendor.
- M. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 180 days. At the end of the 180 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not



withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- N. **PROPOSAL ADDENDUMS**: All addendums issued by the City must be signed by a person authorized to bind the Offeror and returned by the proposal submission date. By doing so, the Offeror acknowledges receipt of the addendum and assures full compliance with the addendum. The addendum becomes a part of the proposal package and supercedes original specifications that are changed by the addendum.
- O. **PROPOSAL DOCUMENTS**: These terms and conditions shall also become part of the contract documents and shall be binding upon the Offeror to whom award is made.
- P. **PROPOSAL FORM**: Proposals shall be submitted along with the designated form, with blank spaces properly filled in. Proposals shall be signed in longhand on the form below the typed name of the person authorized to bind the Offeror to a contract. **The proposal must be signed in order to be considered responsive.** If the Offeror is a corporation, the proposal must be signed with the legal name of the corporation and the signature of a person authorized to bind the corporation to a contract.
- Q. **QUESTIONS**: Any questions about specifications must be addressed to the specification writer or contact person indicated on the proposal cover sheet, not less than 48 hours prior to proposal due date, by telephone or in writing. Necessary replies will be sent to all Offerors of record as an addendum, which becomes part of the proposal package. Oral instructions do not form a part of the proposal package.
- R. **STANDARDS OF CONDUCT**: The Agency shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity.
- S. **REQUIRED VA STATE CORPORATION COMMISSION ID NUMBER FOR ALL FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH**: In accordance with the Code of Virginia § 2.2-4311.2, it is required that all Bidders or Offerors organized as a stock or non-stock corporations, limited liability companies, business trusts, or limited partnerships or registered as a registered limited liability partnerships, be authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 and that they include in their bid or proposal the identification number issued to it by the Virginia State Corporation Commission. Any business entity described above that enters into a contract with the City pursuant to procurement law 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. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this requirement.

All Bidders or Offerors shall submit with their bid or proposal response a statement or documentation providing one of the following:

1. The company's Virginia State Corporation Commission identification number and Virginia registered agent.
2. The application number furnished by the Virginia State Corporation Commission when the company applies for an identification number and the Virginia registered agent.
3. Any Bidder or Offeror that alleges it 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 or documentation as to why the Bidder or Offeror is not legally required to be so authorized. The final determination will be made by the City.

**Failure to submit either the State Corporation Commission number, or the application tracking number, or the statement or documentation of the offered exemption as required above may result in rejection of the bid or proposal as non-responsive by the City.**