



**REQUEST FOR PROPOSALS (RFP)
NON-PROFESSIONAL SERVICES**

ISSUE DATE: November 08, 2019

RFP NUMBER: 20117

TITLE: FULL SERVICE MARKETING AND ADVERTISING AGENCY

COMMODITY CODE: 91500, 96100

ISSUED BY:

City of Chesapeake
Purchasing Division
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23322

USING DEPARTMENT:

City of Chesapeake
Economic Development
1224 Progressive Drive,
Chesapeake, Virginia 23320

PERIOD OF CONTRACT: Three (3) years from date of execution with two (2) additional one (1) year renewal options.

The City of Chesapeake, Virginia will receive sealed proposals for the above solicitation until 3:00 PM, EST, on Thursday, December 12, 2019 at the office of the Chief Procurement Officer in the Purchasing Division, 5th Floor, City Hall Building, 306 Cedar Road, Chesapeake, Virginia, 23322. Any sealed proposal received after the specified time and date will not be considered.

Inquiries for Information Should Be Directed to: Lucinda P. Williams, Procurement Specialist II, via email only at: lpwilliams@cityofchesapeake.net. All questions must be submitted via e-mail **before** 5:00 pm, EST, Friday, November 18, 2019. RFP Documents may be examined at the offices of Purchasing Division, located on the 5th Floor, City Hall Building, 306 Cedar Road. Electronic copies of RFP documents in PDF format are available for download on the Onvia Demandstar web site at www.demandstar.com or eVA's website at <https://eva.virginia.gov/>.

It shall be the responsibility of the offeror to monitor the City's website and above noted procurement websites for published addenda. Fully executed addenda must be returned with proposal.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE PURCHASING DIVISION AT THE ADDRESS SHOWN ABOVE. IF HAND-DELIVERED, DELIVER TO: CITY HALL, PURCHASING DIVISION, 306 CEDAR ROAD, 5TH FLOOR, CHESAPEAKE, VA.

In Compliance With This Request for Proposal And To All The Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers, And Agrees To Furnish Services requested in the solicitation.

THIS SECTION IS TO BE COMPLETED BY OFFEROR'S AUTHORIZED REPRESENTATIVE.

NAME AND ADDRESS OF FIRM:

_____ Date: _____

_____ By: _____ (Sign in Ink)

_____ Name: _____ (Please Print)

_____ Zip Code: _____ Title: _____

FEI/FINT NO: _____ Phone _____ Fax _____

E-mail: _____ Website: _____

TABLE OF CONTENTS

REQUEST FOR PROPOSAL NO. 20117

FULL SERVICE MARKETING AND ADVERTISING AGENCY

I. PURPOSE3

II. BACKGROUND.....3

III. STATEMENT OF NEEDS.....3-5

IV. SCHEDULE OF EVENTS.....5

V. PRE-PROPOSAL CONFERENCE5

VI. CONFLICT AND QUESTIONS5

VII. PROPOSAL PREPARATION AND INSTRUCTIONS.....5-6

VIII. SPECIFIC PROPOSAL INSTRUCTIONS.....6-8

IX. DISCLOSURE OF PROPOSAL CONTENTS.....8

X. SUBMITTAL PROCESS AND INFORMATION.....9

XI. SELECTION CRITERIA AND EVALUATION10

XII. AWARD OF CONTRACT.....11

XIII. PRICING SCHEDULE.....11

XIV. PERIOD OF PERFORMANCE.....11

- ATTACHMENT A – Certification of Compliance with Immigration Laws and Regulations **
- ATTACHMENT B – Litigation Disclosure Form**
- ATTACHMENT C – Authorization to Conduct Business in the Commonwealth – SCC Registration Form**
- ATTACHMENT D – Offer or Data Sheet**
- ATTACHMENT E –Contractor/Subcontractor License Certification

APPENDIX A:

- Section I – Required General Terms and Conditions
- Section II – Special Terms and Conditions

****Attachments must be fully executed and submitted with the RFP Proposal**

The City of Chesapeake does not discriminate against faith based organizations in accordance with Code of Virginia Section 2.2-4343.1 or against any contractor, bid, or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by State law relating to discrimination in employment.

I. PURPOSE:

The City of Chesapeake, Chesapeake Economic Development is soliciting sealed proposals from qualified firms to establish an annual contract through competitive negotiation for the development of a strategic and comprehensive marketing, advertising and communications plan in promotion of the City of Chesapeake as a prime destination for business location and expansion.

II. BACKGROUND:

Based in southeast Virginia, Chesapeake is situated in the heart of Coastal Virginia, and offers a unique blend of urban and rural settings - just one of the many reasons Money magazine ranked the city as one of the country's top 100 best places to live in 2010. The city's inimitable quality of life for residents also makes it a desirable meeting and leisure travel destination. Chesapeake's winning combination of accommodations, meeting venues, attractions and activities provides plenty of options no matter your agenda.

With its central location in the Mid-Atlantic, Chesapeake is within a day's drive of two-thirds of the U.S. population. Served by interstate highways, an international airport in neighboring Norfolk and two executive airports. Chesapeake is easy to get to and impossible to forget.

Chesapeake Economic Development is committed to offering businesses from all industries the necessary tools and knowledge they need to succeed in the dynamic Chesapeake economy. We support local, national and global business ventures with multiple services that incorporate the area's vast economic opportunities. Our dedicated staff works to provide your business with resources such as site selection, marketing services and demographic data, in addition to investment guidance and expertise. Whether a business is looking to start, expand or relocate their company in Chesapeake, Chesapeake Economic Development is always prepared to help do business.

III. STATEMENT OF NEEDS:

The offeror selected shall be a full service advertising agency experienced in economic development marketing. Interested Offerors must be able to demonstrate measurable success in previous economic development, community or tourism marketing campaigns on behalf of Economic Development Organizations and/or local governments.

It is our desire to retain a partner to steer our programs in a direction that maximizes both funds and efforts. This plan should begin with research to confirm brand identity and include further development of our existing marketing campaign. Chesapeake Economic Development is seeking firms with proven track records in strategic marketing and brand development including cohesive messaging in advertising, social media, content, and public relations. The primary goal is to increase the overall visibility to attract the city's targeted business sectors, as outlined in the strategic plan, through a comprehensive and cohesive strategy with a qualified invested partner that we can then access as needed.

Needed deliverables, requirements, services and work performed shall include, but not be limited to:

1. A successful marketing campaign, both regionally and nationally, to attract businesses to Chesapeake, Virginia with special emphasis on capital investment, employment, increasing the tax base, etc.
2. The contractor is expected to work in close cooperation with the department's marketing team and web development liaison, providing the digital and editorial copies and creative direction for both the web site and the marketing materials.
3. Collaborate and produce the annual report with Chesapeake Economic Development and related business partners.

Our partners include, but are not limited to, manufacturers, retail establishments, nonprofits, elected officials, real estate agencies, regional and state organizations, private and/or public schools, etc.

4. Develop a recommended marketing and communications plan that identifies short/long term strategies and tactics for maximizing the brand's value to the City. Include an advertising plan with recommended digital, programmatic and traditional media.
5. Provide routine reporting and data metrics for social media, website, ads, and other marketing initiatives inclusive of Google Analytics, AdWords, and other key performance indicators.
6. Work closely with department staff as well as allies and partners.
7. Quarterly updates or idea sessions on new collateral.

Requirements:

1. Develop a new brand for Chesapeake Economic Development. Work to implement the new brand across multiple segments including local, regional, national, and international markets.
2. Develop new presentation template options aligned with new brand. Work with department staff to assist in creative direction for brand materials (i.e. letterhead, business cards, newsletter templates).
3. Analyze the existing City of Chesapeake brand, and propose areas of strength, weaknesses and improvements.
4. Establish a brand style guide. Review brand concept and provide suggested improvements, including recommendations for messaging, tagline, and/or logo that make our brand easily recognizable, marketable and memorable.
5. Create, prepare, and submit for approval, estimated cost (budget estimates) and detailed advertising initiative as required / requested.
6. Shall create, prepare and submit quotes / estimated costs (budget estimates) and detailed advertising ideas and programs for EVERY project to the Management Analyst of the City of Chesapeake, Economic Development Department for approval. Negotiated pricing schedule will apply.
7. The contractor shall not proceed with any advertising or promotional services without written authorization from the Management Analyst of the City of Chesapeake's Economic Development Department.
8. The Contractor shall be responsible for price negotiation and advertising placements. Negotiated pricing schedule will apply, RFP Section XIII.
9. The contractor shall provide progress reports and vendor payments to the Management Analyst of the City of Chesapeake's, Economic Development Department upon request outlining the specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks and the projected completion dates for the remaining specific tasks and subcontractor and or vendor payments as referenced in Payment of Vendors, per General Term and Condition Clause, page 19 of this solicitation.
10. The contractor shall submit all quotes for approval to the Management Analyst of the City of Chesapeake, Economic Development Department for approval. This approved quote shall be attached with each invoice upon completion of projects.
11. Develop new video marketing components to highlight the business assets of Chesapeake.

12. The contractor shall submit invoices to address as listed on purchase orders to:

City of Chesapeake
Economic Development Office
676 Independence Parkway, Suite 200 Chesapeake, VA 23320.

IV. SCHEDULE OF EVENTS:

The City will make every effort to adhere to the following schedule leading to the award of a contract; however, this schedule is subject to change. Offerors will be notified of significant schedule changes:

Action	Responsibility	Date
Issuance of RFP	Purchasing	November 08, 2019
Optional Pre-Proposal Meeting	City / Potential Offerors	TBD
Submission of Questions	Offerors	November 18, 2019
Submission of Proposal	Offerors	December 12, 2019
Selection of Finalists	Evaluation Committee	December 16, 2019
Oral Presentations	Evaluation Com. / Offerors	December 19, 2019
Contract Negotiations/Award	Purchasing	December 23, 2019

V. PRE-PROPOSAL CONFERENCE:

There is no Pre-Proposal Conference scheduled. However, The City of Chesapeake may determine a Pre-Proposal Conference may be necessary for clarification of the requirements. Notification will be made in an addendum.

VI. CONFLICTS AND QUESTIONS:

Should there be conflicts between the proposal documents and the final executed contract document; the final contract shall take precedence.

Offerors are specifically directed not to contact any City personnel, other than the Procurement Specialist listed in this RFP for any purpose related to this solicitation.

All questions and request for clarification must be received by the Purchasing Division before 5:00 pm, November 18, 2019.

VII. PROPOSAL PREPARATION AND INSTRUCTIONS:

In order to be considered for selection, offerors must submit a complete response to this solicitation. One (1) original (specifically marked "Original"), and five (5) copies of the proposal must be submitted to the Purchasing Division. No other distribution of the proposal shall be made by the offeror. One (1) electronic redacted copy is to be provided if invoking protection under section 2.2-4342 of the Code of Virginia relating to proprietary information and trade secrets. Facsimile copies will not be accepted. No other distribution of the proposal shall be made by the Offeror.

A. Proposals shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or 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. Elaborate brochures and excessive promotional materials are not required or desired.
- C. 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 should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-number, 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 sub-number should be cross 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 an area of the requirement 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. 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 a single volume (NO SPIRAL BOUND COPIES).
- E. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act.
- F. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 54-75 of the Chesapeake City Code, in writing, either before or at the time the data 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 be indicated on the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **The classification of an entire proposal as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.**

VIII. SPECIFIC PROPOSAL INSTRUCTIONS:

- A. Proposals should be as thorough and detailed as possible so that the City of Chesapeake may properly evaluate your capabilities, understanding and objectives to provide the required goods/services. Offerors are required to submit the following information as a complete proposal:
 - 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 - 2. Offeror Data Sheet, Immigration/Litigation form (notarized), SCC information, and all other items included as attachments to the RFP or other specific items or data requested within the RFP shall be filled out and signed if required.
 - 3. The Offeror shall limit the proposal to no more than 50 one-sided typewritten pages. This page limit does not include the signed solicitation, addendums, and attachments, any of the tabs, divider sheets and attachments including forms, resumes, sample reports, certifications and licensures, the Pricing Schedule. The proposal must be on 8.5 inch by 11 inch paper, and prepared in a 10 to 12 pitch font. Appropriate brochures photographs or printed materials may be submitted at your option, as attachments, and are not included in the page limit.

4. Proposals shall include written narrative statements and be tabbed/organized with the information listed below:
- a. A description of your firm's marketing philosophy as it relates to Economic Development, current technique and the use of available technology. (Tab 2)
 - b. A synopsis of your firm's ability to integrate internet technology into a client's overall marketing program. Please provide examples. (Tab 3)
 - c. Current clients that are other City or other State Economic Development Departments or other similar related organizations. (Tab 5)
 - d. List the expertise your firm offers that makes you the best qualified company to handle the Economic Development account for the City of Chesapeake. (Tab 4)
 - e. If your firm is awarded this contract, how your firm will handle this account along with current and or similar accounts. (Tab4)
 - f. Market research your firm has conducted and be willing to conduct to better position Chesapeake Virginia as a desirable business and industry location. (Tab 4)
 - g. Describe your firms experience in detail with internet marketing and ad placement on internet websites. (Tab 4)
 - h. Resumes of the professional(s) who will have direct and primary responsibility for providing the services specified in the Statement of Needs. (Tab 4)
 - i. A description and review of experience your firm has had with similar contracts or programs. Please provide your initial thoughts about our business and your approach to our target audience. Also, describe how your firm has helped a client with modest budget resources in a highly competitive environment create traction and results. Providing relevant case studies and examples is encouraged. (Tab 5)
 - k. Creative Portfolio - we would like to see a representative sampling of your agency's creative work. Please include creative work that you believe would be most relevant to the City of Chesapeake's Economic Development Department in terms of their target audience. In addition to relevant work, please include work you consider to be your best overall work from the last three years. (Tab 4)
 - l. A history of your firm, including an organizational chart, corporate structure and number of years in business. Please include the total number of employees in the following categories: Advertising, Account Service, Media, Public Relations, Creative Services, Estimating, Traffic and Production. (Tab 2)
 - m. Financial statements for the last three years, including total number of billings in large accounts and small accounts. (Tab 5)
 - n. Any and all professional certifications, licenses, memberships, etc. held by your firm. (Tab 4)

- B. Proposals shall be accorded in the following manner, in the order shown, and shall be presented in a clear, comprehensive and concise manner to illustrate the Offeror's capabilities and technical approach to meeting the City's requirements: Each submitted should be tabbed and identified as follows:

Tab 1: Solicitation Cover Page. Applicable section should be completed, signed (long hand signature) and dated to include Offeror's name, business address, telephone number, fax number, email address, and name of contact person. Attachments A, B, and C should be completed and included in Tab 1.

Tab 2: Company Profile. Include the number of years the company been in business doing similar work as described in this RFP. Include a brief history of the firm, including the number of years in business, the size of the firm, the number of offices here in the Tidewater area and the area or office in which the work is to be performed if and when not on-site.

Tab 3: Functional Requirement. Extent to which the proposed solution satisfies the RFP functional requirements in the Statement of Needs / Specific Proposal Instructions and Clearly demonstrated understanding of the requirement as listed in the Statement of Needs.

Tab 4: Experience and Qualifications. Special experience, technical capabilities, professional competence, and qualifications of proposed personnel assigned to provide the services in accordance with the Statement of Needs/Specific Proposal Instructions and the financial stability of the Firm. Resumes (experience) of proposed staff (including any professional registrations, technical training certifications) special experience, technical capabilities, professional competence, and qualifications of the offeror

Tab 5: References. Include at least 4 references where you have completed similar work for a governmental body, within the last five (5) years. Include email address, phone number and name of the project manager for verification purposes. (see Attachment D, Offeror Data Sheet) Include a brief summary of the work that was performed and describe any delays or corrective actions that were done to complete the project. Include the following:

1. Name of Organization
2. Address of Organization
3. Name, Title, Email Address & Phone of the Project Manager
4. Period of the Engagement
5. Contract Award Amount

Tab 6: Pricing: Cost Schedule shall be formatted in a manner to include all the requirements contained in the RFP. The pricing structure shall have a breakdown for each deliverable with associated cost. A thorough description for each deliverable should be included.

IX. DISCLOSURE OF PROPOSAL CONTENTS:

Offerors should be aware that the terms of the contract awarded pursuant to this RFP are public information. During the RFP submission and evaluation process, all proposals will be held in accordance and will not be revealed to be discussed with competitors, unless disclosure is required to

be made by law or by court ruling. The City may use any or all ideas presented in any proposal. election or rejection of the proposal does not affect this provision.

X. SUBMITTAL PROCESS AND INFORMATION:

One (1) original (specifically marked "Original"), and five (5) copies of the proposal shall be submitted. Facsimile copies will not be accepted. The City will accept only sealed proposals, delivered to, as listed on page 1:

Lucinda P. Williams
Procurement Specialist II
City of Chesapeake
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23322
RFP 20117 – Full Service marketing and Advertising Agency

Identification of Proposal Envelope/Package: The signed proposal should be returned in a sealed envelope or package addressed as described above or as directed on the Cover Page, and identified as follows:

From: _____ **December 12, 2019 at 3:00 pm (EST)**
Name of Offeror Due Date Due Time

20117 FULL SERVICE MARKETING AND ADVERTISING AGENCY

Street or Box Number RFP Number RFP Title

City State, Zip Code Name of Contract Administrator

DMBE-certified Small Business No. _____

Offerors that submit a response to this RFP may be required to make an oral presentation of their proposal with participation by key personnel. The City reserves the right to request clarification of information submitted. Failure to provide this additional information within a reasonable time period, as specified by the City, shall be reason for the offeror's proposal to be considered non-responsive.

The City of Chesapeake shall not be responsible for any expense incurred by the offeror in preparing and submitting a proposal, for answering any subsequent inquiries, interviews for evaluation, or contract negotiations. All submissions are final, and may not be withdrawn.

The right is reserved, as the interests of the City may require, to revise and/or amend the solicitation prior to the date set for acceptance of proposals; the acceptance date may be postponed if deemed necessary by the Purchasing Administrator. Such revisions and amendments, if any, will be announced by an addendum to this solicitation.

Late Proposals: Proposals will not be accepted for any reason after the closing date and time. Proposals received after due date and time will be returned unopened. 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 insure that its proposal reaches the Purchasing office by the designated date and hour. Receipt of proposals scheduled during a period of suspended City business operations will be rescheduled for processing at the same time on the next business day.

Proposal Acceptance Period: Unless the offeror withdraws its proposal with the consent of the Procurement Administrator or agrees to one or more extensions, the proposal is binding upon the offeror for ninety (90) calendar days following the RFP due date. Offeror further agrees and understands that there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a contract is executed and exchanged by and between the offeror and the City. The following City agents have general authority to sign and execute a Contract on behalf of the City, to the extent authorized by City Council, the City Manager and the Procurement Administrator. Unless authorized by a recorded affirmative vote of City Council, no other City officer or employee is authorized to execute Contracts, and no Contract executed by an unauthorized officer is binding on the City.

XI. SELECTION CRITERIA AND EVALUATION:

Evaluation of proposals will be under the complete jurisdiction of the City of Chesapeake and shall be in accordance with the City of Chesapeake’s Purchasing Policies and Procedures Manual; Chesapeake Code Section 54-67(4), and Virginia Code § 2.2-4302.2(A)(3). A Selection Committee, which may be composed of representative from the City of Chesapeake will evaluate each proposal received and submit a recommendation to the Chief Procurement Officer. The Selection Committee will evaluate each proposal pursuant to its standard procurement procedures consistent with the procurement of services through competitive negotiation. Selection will be made on the basis of responsive/responsible determination, qualifications and experience, references, resources and cost of services. All factors will be scored based solely on the Selection Committee’s evaluation.

- A. Evaluation of Proposals: Proposals shall be evaluated by the City using the following criteria:

Functional Requirements :	Points: 30
<ul style="list-style-type: none"> Extent to which the proposed solution satisfies the RFP functional requirements in the Statement of Needs / Specific Proposal Instructions and Clearly demonstrated understanding of the requirement as listed in the Statement of Needs 	
Experience and Qualifications:	Points: 30
<ul style="list-style-type: none"> Special experience, technical capabilities, professional competence, and qualifications of proposed personnel assigned to provide the services in accordance with the Statement of Needs / Specific Proposal Instructions Financial Stability of the Firm Resumes (experience) of proposed staff (including any professional registrations, technical training certifications) special experience, technical capabilities, professional competence, and qualifications of the offeror. 	
References	Points: 15
Pricing (See Pricing Schedule in Section XIII)	Points: 10
Quality of written submission	Points: 15
	Total: 100

- B. After the review and rating of proposal(s) by the Selection Committee, the individual scores will be totaled and ranked. Offerors will be ranked in descending order of numerical predominance.
- C. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and will not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option and may or may not be conducted.

XII. AWARD OF CONTRACT:

- A. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if so stated in the request for proposal. 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 procurement administrator or designee shall select the offeror, which, in his or her opinion, has made the best proposal and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the request for proposal, awards may be made to more than one offeror. Should the procurement administrator or designee determine in writing and in his or her 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.
- B. The City reserves the right to reject any or all proposals, to waive any informalities in proposals received, and to negotiate and to accept the proposal which shall be in the City's best interest.
- C. The City may cancel this Request for Proposals at any time prior to an award, and is not required to furnish a reason why a particular proposal was not deemed the most advantageous.

XIII. PRICING SCHEDULE:

Offeror shall provide a pricing schedule to include all cost and fees to perform the services and goods as requested and a description of the services and goods included in the proposed cost and fees.

- Hourly billing rates and assigned personnel, please include position description and duties of each assigned personnel;
- Percent commission charged per job, project, etc.;
- Commission to be applied to commissionable and non-commissionable media;
- Any and all add on fees, all subcontractor rates, design cost, description of what is included for all fees, to include all administrative cost associated with the deliverables.
- Percent discount of negotiated ad rates;
- Printed Materials Cost, including brochures, pamphlets, handouts, please include options with completed ad design and without. Also include options for multicolor printable, two-color, etc. various quantities.

Travel expenses and travel cost are not allowed. The City will not reimburse for any travel cost and or expenses.

XIV. PERIOD OF PERFORMANCE:

The contract term shall be for three (3) years from date of execution with two (2) one year renewal options, upon approval by both parties.

ATTACHMENT A

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall include a sworn certification by the contractor or Contractor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void. A copy of the fully executed certification may be attached if an original certification is on file with Procurement for the current fiscal year.

Type or print legibly when completing this form.

1. Legal Name of Contractor or Contractor:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

2. Type of Business Entity:

A. Sole proprietorship (Provide full name and address of owner):

B. Limited Partnership (Provide full name and address of all partners):

C. General Partnership (Provide full name and address of all partners):

D. Limited Liability Company (Provide full name and address of all managing members):

E. Corporation (Provide full name and address of all officers):

3. Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

4. Name and Position of Person Completing this Certificate:

5. Physical Business Address:

6. Primary Correspondence Address (If different from physical address):

7. Number of Employees:

8. Are all Employees Who Work in the United States Eligible for Employment in the United States?

Yes_____

No_____

Under penalties of perjury, I declare on behalf of the contractor/Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 201__ on behalf of _____ as evidenced by the following signature and seal:

Name of Contractor/Contractor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

STATE OF _____:

CITY / COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____ . He/She is personally known to me or has produced _____ as identification.

Notary Public

Registration No.: _____

My commission expires: _____

ATTACHMENT B

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, "you" means the individual or entity in whose name the bid or proposal is submitted.

1. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last seven (7) years?

Yes No

2. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been terminated from any work being performed for the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes No

3. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes No

4. Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes No

If you answered "Yes" to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.

ATTACHMENT C

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION FORM

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock 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.

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 must indicate by selecting one of the following reasons why the bidder or offeror is not required to be so authorized:

is a corporation or other business entity with the following SCC identification number:

OR-

• is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -

OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -

OR-

• is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

OR-

If the business entity has not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The City of Chesapeake reserves the right to determine in its sole discretion whether to allow such waiver).

ATTACHMENT D

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____ Email: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: _____ Email: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: _____ Email: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: _____ Email: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: _____ Email: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT E

CONTRACTOR/SUBCONTRACTOR LICENSE CERTIFICATION

SECURITY LICENSE: In accordance with *Code of Virginia* § 9.1-139 the offeror or their subcontractor shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a bid/offer. Furthermore, the contractor or their subcontractor shall maintain the required license throughout the course of the contract term. Then contractor or their subcontractor shall immediately notify the contracting agency in writing in the event their license has been revoked.

The offeror shall place their license number or their subcontractor's license number in the space provided below:

Contractor Name: _____

Offeror Private Security Services Business License Number/Type:

License # _____ Type _____

Subcontractor Private Security Services Business License Number/Type:

License # _____ Type _____

For assistance, offerors may contact the Department of Criminal Justice Services at 804-786-4700.

APPENDIX A

SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NON-PROFESSIONAL SERVICES

- A. PROCUREMENT ORDINANCE
- B. ADVERTISING
- C. AUDIT
- D. AVAILABILITY OF FUNDS
- E. APPLICABLE LAWS AND COURTS
- F. ANTI-DISCRIMINATION
- G. ETHICS IN PUBLIC CONTRACTING
- H. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- I. DEBARMENT STATUS
- J. ANTITRUST
- K. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
- L. CLARIFICATION OF TERMS
- M. PAYMENT
- N. PRECEDENCE OF TERMS
- O. QUALIFICATIONS OF OFFERORS
- P. TESTING AND INSPECTION
- Q. ASSIGNMENT OF CONTRACT
- R. CHANGES TO THE CONTRACT
- S. DEFAULT
- T. TAXES
- U. INSURANCE
- V. ANNOUNCEMENT OF AWARD
- W. DRUG-FREE WORKPLACE
- X. NONDISCRIMINATION OF CONTRACTORS
- Y. PROPOSAL PRICE CURRENCY
- Z. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
- AA. TERMINATION OF CONTRACT
- BB. DELIVERY OF MATERIALS
- CC. COMPENSATION DUE THE CONTRACTOR
- DD. LITIGATIONS WITH THE CITY
- EE. PRIOR DEFAULTED CONTRACTS
- FF. CRIMINAL CONVICTIONS
- GG. TERM OF CONTRACT
- HH. INDEMNIFICATION
- II. PROPOSAL ACCEPTANCE PERIOD
- JJ. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
- KK. E-VERIFY PROGRAM
- LL. SMALL BUSINESS SUBCONTRACTING
- MM. SUBCONTRACTORS
- NN. CONTINUITY OF SERVICES
- OO. SAFETY

- A. PROCUREMENT ORDINANCE:** This solicitation is subject to the provisions of the City of Chesapeake Procurement Ordinance and Chesapeake Purchasing Policies and Procedures Manual. A copy of the City's ordinance and Chesapeake Purchasing Policies and Procedures Manual is available for review at the Purchasing Division or accessible on the Internet at www.cityofchesapeake.net under "Ordinances" and the Purchasing Policies and Procedures Manual is accessible at:
http://www.cityofchesapeake.net/Assets/documents/departments/purchasing_procurement/purchasing-policies-procedures.pdf?method=1

- B. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the City of Chesapeake will be used in product literature or advertising. Without prior written approval from the proper authority of the City, the Contractor shall not state in any of its advertising, product literature, or other promotional materials that the City of Chesapeake or any department or agency of the City has purchased or uses its products or services.
- C. AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the City, whichever is sooner. The City auditors shall have full access to and the right to examine any of said materials during said period.
- D. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. 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 with respect thereto shall be brought in in the courts of the City of Chesapeake, Virginia, or the United States District Court for the Eastern District of Virginia, if independent federal jurisdiction exists. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. This solicitation is also governed by provisions of Chapter 54 of the Chesapeake City Code, and any revisions thereto, which are hereby incorporated into this contract by reference. Contact the Purchasing Division at (757) 382-6359, for more information or to review Chapter 54 of the Chesapeake City Code. The City Code may also be read online at <http://www.municode.com>.
- F. ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the City 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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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 recipient's 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*, § 2.2-4343.1E).
- G. 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.
- H. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/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.
- I. 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 services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- J. ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the City of Chesapeake 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 services purchased or acquired by the City of Chesapeake under said contract.

K. MANDATORY USE OF CITY FORM: Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

L. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than 5 working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

M. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the City contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which City department is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within 7 days of the Contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Purchasing department 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 7 days following receipt of payment from the City, 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 City.

N. PRECEDENCE OF TERMS: The General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

O. QUALIFICATIONS OF OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

P. TESTING AND INSPECTION: The City reserves the right to conduct any test or inspection it may deem advisable to assure services conform to the specifications.

Q. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

R. 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 terms, conditions, or scope of the contract. Any additional services to be provided shall be of a sort that is ancillary to the contract services, or within the same broad product or service categories as were included in the contract award. 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.
2. The Purchasing Agency 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 include, but are not limited to, things such as 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, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Division's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Division with all vouchers and records of expenses incurred and savings realized. The Purchasing Division shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Division within 30 days from the date of receipt of the written order from the Purchasing Division. If the parties fail to

agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Division or with the performance of the contract generally.

- S. **DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions, the City, 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 City may have.
- T. **TAXES:** Sales to the City are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The City's excise tax exemption registration number is 54-072-1442.
- U. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that it and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The City must be named as an additional insured on the Acord insurance certificate reflecting Commercial General Liability and any other required insurance coverages. Coverages afforded under the required policies listed below shall not be cancelled by Contractor or allowed to lapse or expire. However, in the event that any insurance coverage required by this contract is canceled by the insurance company or lapses due to no fault of the Contractor, Contractor shall (i) provide the City with not less than thirty (30) calendar days prior written notice that said insurance policy has lapsed or has been canceled due to no fault of Contractor and (ii) restore said insurance policy with the same insurance company or obtain a replacement insurance policy that satisfies the insurance obligations required in this contract within thirty (30) calendar days from the date of any notice to Contractor that its insurance policy has been canceled or has lapsed.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' 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 City 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. Employer's Liability \$100,000 each accident, \$100,000 each disease & \$500,000 disease policy limit.
3. Commercial General Liability - \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Chesapeake must be named as an additional insured and so endorsed on the policy, requiring a documented endorsement from the insurance carrier.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
5. **Specific Profession/Service Limits:**

Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$3,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

6. Excess Liability, including Employer's Liability, Automobile Liability, and Commercial General Liability - \$5,000,000 aggregate. The City of Chesapeake must be named as an additional insured and so endorsed on the policy, requiring a documented endorsement from the insurance carrier.

7. **Professional Medical Liability: \$1,000,000 per occurrence, \$3,000,000 aggregate**

V. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Division will publicly post such notice on the City's website (www.CityOfChesapeake.net) and/or the eVA or DemandStar e-Procurement websites for a minimum of 10 days.

W. **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, 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.

X. **NONDISCRIMINATION OF CONTRACTORS:** An 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 City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Y. **PROPOSAL PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state bid prices in US dollars.

Z. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or non-stock 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 avoid any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

AA. **TERMINATION OF CONTRACT:** The City may terminate the contract for cause or for convenience after giving 30 days' notice in writing to the Contractor. The written notice shall state whether the termination is for convenience or cause. If mailed, the notice shall be mailed certified return receipt requested to the address listed on the proposal, unless notice of a change of address has been provided.

Termination for Cause: If the Contractor should breach the contract or fail to perform the services required by the contract, the City may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the City, the contract may be terminated by the City at any time thereafter upon written notice to the Contractor or, in the alternative, the City may give such extension of time to remedy the breach as the City determines to be in its best interest. The City's forbearance by not terminating the contract because of a breach of contract shall not constitute a waiver of the City's right to terminate, nor shall the City's acquiescence in any future act or omission by the Contractor. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the City for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract. In the event a Cure Notice is required, the City will use the address provided to the City listed in the proposal. It shall be the Contractor's responsibility to notify the City in writing within 10 days of knowing a change of address. The written notice shall include the City's contract number and the effective date of the address change.

In the event the Contractor breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the City reserves the right, in its sole discretion, to terminate for cause any other open contract that the Contractor has with the City.

Termination for Convenience: The contract may be terminated by the City in whole or in part for the convenience of the City without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and subcontractors, at such time and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the City, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. .

BB. DELIVERY OF MATERIALS: Contract termination shall not relieve the Contractor of the obligation to deliver to the City all products or services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials or other deliverables to the City within 30 days of the Notice of Termination of the Contract. Failure to do so may result in an action for "breach of contract" or "failure to perform".

CC. COMPENSATION DUE THE CONTRACTOR: In event of termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the City. Said fees which have been earned shall be billed to the City in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the City for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the City.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the Virginia General Assembly and/or Chesapeake City Council.

DD. LITIGATION WITH THE CITY: The City in its sole discretion may choose not to make an award to an offeror who is in litigation with the City at the time of proposal evaluation. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the offeror is in litigation with the City at the time of the proposal evaluation.

EE. PRIOR DEFAULTED CONTRACTS: The City in its sole discretion may choose not to make an award to an offeror who has previously defaulted on a contract with the City or has been debarred by another public entity. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the offeror has previously defaulted on a contract with the City.

FF. CRIMINAL CONVICTIONS: The City in its sole discretion may choose not to make an award to an offeror if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of a felony or a misdemeanor involving moral turpitude in the past 10 years.

GG. TERM OF CONTRACT: The period of performance of this contract is for five (5) years from date of execution with the City reserving the exclusive right to extend the contract for up to two (2) additional one-year terms. All work must be completed before the expiration of the contract, except that the City may extend the term of the contract to allow completion of any work undertaken but not completed during the term of the contract pursuant to any outstanding work order, task order, or statement of work.

HH. INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its sub-Contractors. Further, if the contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify, defend and hold harmless the City as stated above.

II. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 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.

JJ. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the City's written consent and only in accordance with federal, state, and City Code. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the City of any breach or suspected breach in the security of such information. Contractors shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

KK. E-VERIFY PROGRAM: Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with the City of Chesapeake for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

LL. SMALL BUSINESS SUBCONTRACTING: Unless the offeror is registered as a DSBSD-certified (formerly DMBE) small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime Contractor agrees to report the use of small business subcontractors by providing the Purchasing Division at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified

herein, the Contractor shall furnish the purchasing agency 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.

NN. CONTINUITY OF SERVICES:

- i. The Contractor recognizes that the services under this contract are vital to the City of Chesapeake and must be continued without interruption and that, upon contract expiration, a successor, or another contractor, may continue them. The Contractor agrees:
 - 1. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - 2. To make all City of Chesapeake-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - 3. That the Purchasing Division shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- ii. The Contractor shall, upon written notice from the Purchasing Division, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the
- iii. Purchasing Division's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Purchasing Division, in writing, prior to commencement of said work.

- OO. SAFETY:** By entering into a contract, Contractor/Consultant/Contractor certifies that it has carefully evaluated the work site (or, for work subject to indefinite quantity and indefinite delivery, shall do so prior to the execution of task orders) and scope of work for safety risks it may present, and, shall abide by all safety procedures required by Federal and State Occupational Safety and Health Standards.

SECTION II
SPECIAL TERMS AND CONDITIONS
GOODS AND NON-PROFESSIONAL SERVICES

1. AWARD TO MULTIPLE OFFERORS
2. BEST AND FINAL OFFER (BAFO)
3. COOPERATIVE PROCUREMENT
4. CHESAPEAKE BUSINESS LICENSE
5. RENEWAL OF CONTRACT

1. **AWARD TO MULTIPLE OFFERORS:** The City of Chesapeake reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the highest ranked offers who meet the requirements of the solicitation and with whom competition negotiations are successful. The City reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City also reserves the right to reject any or all proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. In the event that this contract is awarded to multiple Consultants, task orders will be distributed based on factors other than solely price, such as availability, expertise, and experience. Work under these contracts for specific projects will be managed by task orders executed between the City and selected consultants.
2. **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). The offeror's proposal may be rescored, using evaluation criteria stated in the RFP or evaluation criteria relative to the oral presentations, to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
3. **COOPERATIVE PROCUREMENT:** Any resultant contract of this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this bid. The successful vendor/contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.
4. **CHESAPEAKE BUSINESS LICENSE:** All firms doing business with the City are required to be properly licensed in accordance with the City of Chesapeake's "Business, Professional, and Occupational Licensing (BPOL) Tax" ordinance. Wholesale and retail merchants not located in Chesapeake are exempt from this requirement. For questions concerning the applicability of the BPOL tax, contact the Commissioner of the Revenue at 757-382-6738.
5. **RENEWAL OF CONTRACT:** This contract may be renewed by the City of Chesapeake for two (2) successive one year periods under the terms and conditions of the original contract except as stated in 1. below. Price increases may be negotiated only at the time of renewal. Written notice of the City of Chesapeake's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.
 1. If during any subsequent renewal periods, the City of Chesapeake elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Goods and Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

END OF DOCUMENT