



**Fort Monroe Authority
20 Ingalls Rd
Fort Monroe, VA 23651**

REQUEST FOR PROPOSAL #FMA RFP-175-2021

Communication and Marketing Services, Fort Monroe VA Commodity Code: 91522

PERIOD OF CONTRACT:

July 1, 2021 through June 30, 2023
with three 1 year renewal options

Proposals consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format, will be received until **2pm on Friday, June 4, 2021.**

No oral explanations, interpretations or instructions will be given before the award of the contract. All questions or inquiries for information shall be made in writing only to tmills@fortmonroe.org and must be received no later than 2:00pm on Monday, May17, 2021. Copies of all questions and their answers will be issued as an addendum to the solicitation. It is the responsibility of the prospective offeror to verify, prior to submitting a response, if an addendum was issued.

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified offerors to enter into a contract to furnish all labor and materials to provide communications and marketing services for Fort Monroe Authority in accordance with the statement of needs, terms and conditions stated herein.

II. BACKGROUND:

Centuries before the arrival of European explorers, this land of rich natural resources was a crossroad for American Indians. Identified by Captain John Smith as "Pointe Comfort" in 1607, later dubbed "The Gibraltar of the Chesapeake" and then "Freedom's Fortress," Fort Monroe was the third oldest United States Army post in continuous active service until its closure as a military installation in September 2011. Following the deactivation of the Army post, President Obama issued a Presidential Proclamation creating Fort Monroe National Monument.

As the landing point for the first enslaved Africans in the Virginia colonies in 1619 and the site where three enslaved men, today known as Frank Baker, Shepard Mallory, and James Townsend escaped to Fort Monroe seeking freedom with the Union Army in 1861. Fort Monroe marks both the beginning and the ending of slavery in the United States. The majority of the Fort Monroe peninsula was designated a National Historic Landmark in 1960 and is also listed in the National Register of Historic Places. In February 2021, UNESCO designated Fort Monroe a Site of Memory associated with the Slave Route Project.

Interpreting the history of Fort Monroe for visitors begins at the Visitor & Education Center at 30 Ingalls Road and at the Casemate Museum located at 20 Bernard Road. Self-guided walking tours of the fort are available as well as the National Park Service's Fort Monroe Junior Ranger Program. Programs and events at Fort Monroe are presented through a collaboration of the Fort Monroe Authority, the National Park Service, and the City of Hampton.

Located in Hampton, Virginia, Fort Monroe is just 30 minutes from Colonial Williamsburg and 25 minutes from Virginia Beach. Today, Fort Monroe, a 561 acre site, is transitioning to a unique visitor destination that is home to the Casemate Museum, restaurants, walking paths, biking, kayaking, 3 miles of beaches, a marina, dozens of businesses, over 170 families living in historic homes, and marvelous views of the Chesapeake Bay. Fort Monroe is owned and managed by the Fort Monroe Authority, a political subdivision of the Commonwealth of Virginia in partnership with Fort Monroe National Monument, a unit of the National Park Service. The Fort Monroe Foundation, established in 2011, is a nonprofit organization devoted to raising funds for the conservation, preservation, and educational initiatives for Fort Monroe.

III. STATEMENT OF NEEDS:

The scope of work is divided into several key areas that will ensure that projects continue to move forward with positive outcomes and a solid foundation is laid for the coming years.

- Building on our strategic planning work plan and message development using the right channels to communicate with impact
- On-the-ground public affairs, media, social media, and public meeting support
- Broader strategic media relations support and crisis management
- External and internal communications coordination
- Public relations support for public programs, educational initiatives, fundraising, and special events

1. **Strategic Planning and Message Development**

Drive messaging into a communications timeline and plan that will look ahead for the next 2-3 years.

It will be important to produce clear and focused messaging, communications, and public affairs that bring clarity to several major initiatives—African Landing Memorial Project, National Center for Freedom, Re-imagine Fort Monroe/re-development real estate projects, and Fort Monroe’s role in planning for America 250—in both the near term and preparing for long term impacts.

Public affairs and comprehensive communications plan with timeline that addresses potential milestones and challenges for the next 2-3 years.

Some background about some of the major project initiatives

- A. **African Landing Memorial**—as a legacy initiative of the 2019 Commemoration of the landing of the first Africans in Virginia, this Memorial is entering its second phase of planning and execution. Brian Owens, a sculptor and artist from Florida has been selected to be the principle artist. Over the past 2 years, we have conducted “listening tours” and virtual sessions with students from Howard University, College of William and Mary, Hampton University, and Norfolk State University as well as members of First Baptist Church in Williamsburg, Black History Museum and Culture in Richmond, Fort Monroe and Hampton residents. Earlier this year we held 5 virtual conversations with artist to view his conceptual drawings. These sessions included statewide members of the National Panhellenic Council, the Links, Inc., the Governor’s African American Advisory Commission, and other statewide commissions and organizations, and with members of the Tucker Family—descendants of the early Africans in Virginia. Plans for the early stages of phase 2 during the next 12 months involve planning and scheduling up to 5 community sessions/meetings with national organizations and groups.
- B. **National Center for Freedom**—As an aspirational goal of Fort Monroe, the FMA and the Fort Monroe National Monument have started an effort to build partnerships and relationships that promote a new dialogue with a focus on Freedom. Over the past two years we have created a collection of programs and resources that use the site’s history of enslavement and freedom-seeking to provide context, support, and strategies for dialogue with and for students, educators, and the wider community. Our goal is to create an environment where people feel empowered to discuss their ideas of freedom while discovering and more fully appreciating others’ perspectives about the world around them. This year we will be producing a number of virtual programs that center on the “Evolution of Freedom—Music.” These programs take the form of live conversations and recorded performances supplemented with live questions for the audience. Our first program this year featured Les Nubians, an Afropean, urban, R&B Grammy nominated duo from Paris, France. Our second program included 2021 Grammy award

winning Maestro JoAnn Falletta of the Buffalo Philharmonic Orchestra and 1 LT Elizabeth Elliott, Music Director of the 82nd Airborne Division Band. These two accomplished music conductors of classical music shared their experiences and successes in being leaders in these male dominated roles. There are 5 more programs planned for this year and planning will begin shortly for 2022. The first 3 years of funding for this concept of the National Center for Freedom has been provided by the Huntington Ingalls One Community Transformational Grant. We will be seeking additional grant funding to sustain this initiative.

- C. **Re-image Fort Monroe—Moving Properties to the Marketplace.** Just over two years ago we began a national search through a request for qualifications process to seek respondents with the experience and capacity to accept the challenges of this unique adaptive reuse project. Respondents must understand our desire to see this historic property redeveloped into a vibrant, mixed-use community that creates social, cultural, and economic successes. To accomplish these objectives, the FMA was looking for respondents who embrace the following strategies:
- a. Adaptive Use and Reuse of Historic Structures--Fort Monroe will be a model of preservation and sustainability. The successful respondent will work within the parameters of the Fort Monroe Historic Preservation Manual and Design Standards, the Programmatic Agreement, and the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - b. Exemplary Land Use Planning--The Reuse Plan and the Fort Monroe Master Plan are guidelines that respondents will strategically use to capture and enhance the essence of a mixed-use community that embraces our mandates of preserving this historic site and sharing our rich history while striving to achieve economic sustainability.
 - c. Provide Sustainable Revenue--Fort Monroe is an economic engine for the community, the region, and the state. To achieve a successful performance model, respondents will accept their proportional role in the sustainability of the common area, special events, and community spaces in order to maintain the ambiance of this special place.
 - d. Embrace the National Park Service—although property ownership is divided between the FMA and NPS, the aspirational goal is to provide a borderless visitor experience without legislative barriers. Respondents will embrace this objective and demonstrate a vision for use and adaptive reuse that welcomes visitors to historic interpretation experiences and special events.

The Public Relations firm that is selected will be expected to work with FMA staff and the developers' PR team to craft appropriate announcements for local, regional, and national media as developers are chosen. Additionally, once the reuse projects commence, media opportunities may arise as discoveries could be made during the project rehabilitation. Later this year, we hope to make announcements of the first developers who will begin to implement our vision for redevelopment.

- D. **America's 250:** The year 2026 will mark the 250th anniversary of the American Revolution, the Revolutionary War, and the independence of the United States. Although we are 5 years out from this commemoration, it is important to monitor the planning and the workings of the state and federal commissions and to explore and research opportunities for leveraging the significance of the Fort Monroe story as one that is relevant and in context with the aims and goals of America's 250.

2. **On-the-Ground Communications and Public Affairs Support**

Supporting the Fort Monroe Authority, Fort Monroe Foundation, and the Fort Monroe National Monument (as appropriate) on the ground in a series of proactive and reactive ways—using best practices and industry appropriate tools and measurements.

- Support for public affairs, media and meeting support—in particular, Board of Trustees meetings that are held 5 times a year (virtual and on-site meetings)
- Reporter relationship building (local, regional, national, and international media) creation and maintenance of a database that would/could be used by the FMA, NPS, FMF, and Hampton CVB)
- Assist as needed with reactive media requests and inquiries
- Media tracking and analysis (both traditional media and social media)
- Arrange and manage proactive media engagements and appointments for FMA and/or NPS staff
- Community engagement support and being innovative with community engagement opportunities
- Support on real estate communications (collaborating with selected developers on announcements of their projects and other initiatives) and creating a communication plan and approaches for residential communications and tenant communications
- Support in developing communication plans for educational programs and outreach, special events, public programs, and fund raising/sponsorship initiatives
- Creating and developing Internal and external communications strategies
- Supporting and developing monthly, quarterly, and/or annual reports for the public and select audiences

Firms should have experience with historic sites, non-profits, tourism development and branding, historic preservation projects, and with launching transformational type projects and initiatives.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. All proposals must be submitted electronically in eVA. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Offeror receiving a lowered evaluation. Proposals which are substantially incomplete or lack key information may be rejected by the FMA. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Proposals should be limited to sixty pages or less. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. The submittal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the FMA is unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- e. All documentation submitted with the proposal should be combined and submitted as a single file.
- f. Ownership of all data, materials, and documentation originated and prepared for the FMA pursuant to the RFP shall belong exclusively to the FMA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such

as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- g. Proposals must include one (1) completed RFP submittal sheet (attachment A), signed and filled out as required. Failure to include the completed, signed submittal sheet as directed herein may be cause for rejection.
 - h. Proposals must include one (1) completed professional reference sheet (attachment B).
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The FMA will schedule the time and location of these presentations. Oral presentations are an option of the FMA and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that Fort Monroe may evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal.

1. Provide an example/outline of how your firm will provide the services described in the Statement of Needs with an emphasis on the development of a comprehensive communications plan. Describe your general approach and methodology. Share an example of an effective and impactful communications plan for a multi-faceted organization with a variety of partners and stakeholders. Your outline should include systems/structure for internal and external communications. Partners, stakeholders, and audiences include but not limited to residents and tenants of Fort Monroe, a variety of affinity groups, civic organizations, as well as the general public.
2. Indicate if there are any objections to the terms and conditions that will govern this contract. Provide any additional document or terms that will be required to be incorporated in the contract should one be awarded. Confirm that your firm will give Fort Monroe the utmost priority.

3. Elaborate on your qualifications to provide the services outlined in the Statement of Needs. Complete the attached Professional References and share examples of projects of equal or larger significance with contact information. Provide samples of previous work involving innovative branding samples. Identify any relationships or agreements with other area entities located in Hampton Roads region. Share your experience in working with local, regional, and national agencies. Share your experience in working with complex structures with multiple consultants and parties who must work together on a delivery team to be successful.
4. Provide complete pricing schedule for the described services along with a timeline for the services. The pricing schedule must be detailed and complete and include all associated costs and timelines for each deliverable. Pricing should include all labor, supplies, postage, required travel and expenses and other incidentals. Include a separate schedule of pricing for estimated billable hours required for each deliverable outlined in the Statement of Needs. Provide an additional pricing schedule for billable hours on an as needed basis for additional work that may be required throughout the term of this contract. Identify any additional expenses that would not be covered in the pricing schedule. Pricing must be complete and transparent.
5. Participation of Small, Women-owned and Minority-owned Business (SWaM) Business: An offeror shall be considered a Small Business if and only if the offeror holds a certification as such by the Department of Small Business and Supplier Diversity on the due date for receipt of proposal. If your business is not certified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. If your firm is currently certified, you agree to maintain certification for the life of the contract. For assistance with SWaM certification, visit the SBSB website at www.sbsd.virginia.gov

V. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals will be evaluated using the following criteria:

	EVALUATION CRITERIA FOR SERVICES	POINT VALUE
1	Approach and methodology to be used to perform the services	40
2	Experience and qualifications of personnel assigned to perform the services	30
2	Pricing schedule	20
3	SWaM Certification / Small Business Subcontracting Plan	10
	TOTAL	100

B. AWARD OF CONTRACT:

FMA reserves the right to utilize any or all of the components in the proposals and thereby contracting with more than one Offeror to undertake specific activities. Selection shall be made of the Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria noted above. The Authority may cancel this Request for Proposals or reject all proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was deemed to be most advantageous (11-65D, Code of Virginia.)

The award document will be a contract incorporating by reference the applicable requirements, terms and conditions of the solicitation, and the Offeror's proposal.

VI. PREPROPOSAL CONFERENCE:

There will not be a pre-proposal conference.

VII. GENERAL TERMS AND CONDITIONS: Attached

VIII. METHOD OF PAYMENT: Payments may be made monthly to contractor for the proportional part of the services rendered during the period.

Contractor shall submit to the owner by the 5th day of the month an invoice for approval and payment for the services performed during the preceding month. Contract number must appear on each invoice.

IX. ATTACHMENTS:

Attachment A – Proposal/Qualification Submittal Sheet

Attachment B – Professional References

Attachment C – General Terms and Conditions

Attachment D – Proprietary/Confidential Information Identification



**PROPOSAL/QUALIFICATION
SUBMITTAL SHEET**

One (1) completed copy required with proposal or qualification submission.

RFP - 175 - 2021

**Communications and Marketing Services
Fort Monroe, VA**

Proposals will be received until: Friday, June 4, 2021 at 2:00 PM

Proposals should be sent to: Fort Monroe Authority
20 Ingalls Road, Fort Monroe, Virginia 23651
Attention: Procurement Manager

All Inquiries for information should be made only **in writing** to tmills@fortmonroe.org

Period of Contract: July 1, 2021 through June 30, 2023 with three 1-year renewal options

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

Company Name:

Address:

City: State: Zip Code:

Email:

Phone: SWaM Certification #:

Virginia Contractor License Number:

Signature: Date:

Typed or Printed Name:

Typed or Printed Title:

Lump Sum Price:

Acknowledge Addendum Number(s):

FOR FMA USE ONLY

Number

Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:

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 Offeror 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 Offeror'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.

NOTE

Check this box if you have 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 proposals (the Authority reserves the right to determine in its sole discretion whether to allow such a waiver).



PROFESSIONAL REFERENCES

RFP

FMA RFP-175-2021

Provide three (3) pertinent professional references.

Submitted by (Firm Name):

Submitted for (RFP Title):

Reference 1

Firm Name:

Address:

Name of Contact:

Title of Contact:

Contact's Email Address:

Phone:

Reference 2

Firm Name:

Address:

Name of Contact:

Title of Contact:

Contact's Email Address:

Phone:

Reference 3

Firm Name:

Address:

Name of Contact:

Title of Contact:

Contact's Email Address:

Phone:

GENERAL TERMS AND CONDITIONS FOR GOODS AND NONPROFESSIONAL SERVICES

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the FMA 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 sexual orientation, gender identity, 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).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the FMA may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the FMA, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the FMA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the FMA under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**
1. Failure to submit a proposal on the official state 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 FMA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **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 five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **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 FMA 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 goods or 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 public agency 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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the FMA shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency 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. Within seven (7) days of the contractor's receipt of payment from the FMA, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the FMA, 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 FMA.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* 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.
- L. **QUALIFICATIONS OF OFFERORS:** The FMA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the FMA all such information and data for this purpose as may be requested. The FMA reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The FMA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the FMA that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The FMA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the FMA.
- O. **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 goods or services to be provided shall be of a sort that is ancillary to the contract goods or 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 Agency'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 Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Agency within thirty (30) days from

the date of receipt of the written order from the Purchasing Agency. 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 Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the FMA, 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 FMA may have.
- Q. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the FMA to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- R. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage 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 bidder or offeror further certifies that the contractor 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.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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 FMA 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.
3. Commercial General Liability - \$1,000,000 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 FMA shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the FMA 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.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	
	<i>Code of Virginia § 8.01-581.15</i>
	https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

T. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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.

U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**
The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway

for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- X. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- Y. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- Z. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- AA. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The FMA may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

BB. TERMINATION OF CONTRACT: The FMA may terminate the contract for cause or for convenience after giving thirty (30) days notice in writing to the Contractor. The written notice shall include a statement of reasons for the termination. Written notice may be via electronic mail (email).

CC. TERMINATION FOR CAUSE: If the Contractor should breach the contract or fail to perform the services required by the contract, the FMA 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 FMA, the contract may be terminated by the FMA at any time thereafter upon written notice to the Contractor or, in the alternative, the FMA may give such extension of time to remedy the breach as the FMA determines to be in its best interest. The FMA's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the FMA's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the FMA for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

DD. TERMINATION FOR CONVENIENCE: The contract may be terminated by the FMA in whole or in part for the convenience of the FMA without a breach of contract by delivering to Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and 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 consultants, 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 FMA, 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. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the FMA for delivery to the FMA of all products of the services for which the Contractor has or will receive compensation.

EE. VENDOR ADVERTISING RESTRICTIONS: Advertising or promotional literature, including press releases, stating or implying a contract has been awarded or vendor has been contracted to perform work at or with FMA shall be reviewed and approved prior to publication. Advertising or promotional literature stating or implying that the FMA endorses a vendor's products or services is prohibited.

