



DEPARTMENT OF FINANCE

**CITY OF STAUNTON
REQUEST FOR PROPOSALS
(RFP# K00521)**

TOURISM DIGITAL MARKETING SERVICES

NOVEMBER 19, 2021

GENERAL INFORMATION

The City of Staunton Tourism Department (Visit Staunton) is seeking proposals from qualified firms to provide digital marketing services. The purpose of the proposal is to increase awareness of the City of Staunton as a visitor destination in our target markets, stimulate overnight stays, enhance visitor spending, and ultimately produce a substantial economic impact for the City of Staunton

All proposals must be in an opaque, sealed envelope or box and clearly marked: **“TOURISM DIGITAL MARKETING SERVICES – RFP.”** Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City of Staunton shall be borne by the Offeror.

An authorized representative of the offeror shall sign proposals. Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (on CD or thumb drive) of the proposal documents. If proprietary/confidential information is included in the proposal, it shall be identified using **Attachment C**, and Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested. Redacted copy should be provided in electronic PDF format on CD or thumb drive. All electronic copies shall be exact PDF scanned copies of the original, signed, completed documentation.

Proposal documents shall be mailed to addressee below or hand-delivered to the **City of Staunton Finance Office located at 116 W. Beverley Street, 3rd Floor City Hall, Staunton, Virginia.** Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will not be accepted.

All written proposals and must be delivered to:

Mail to:
City of Staunton
Chad Horvat
Finance Business Manager
P.O. Box 58
Staunton, VA 24402-0058
Phone: (540) 332-3819

Overnight To
City of Staunton
Chad Horvat
Finance Business Manager
116 W. Beverley St., 3rd Floor
Staunton, VA 24401
Phone: (540) 332-3819

ALL PROPOSALS MUST BE RECEIVED BY
2:00 P.M. LOCAL TIME, DECEMBER 10, 2021

The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Finance Business Manager by the designated date and hour. **Facsimile and e-mail submittals are not acceptable.**

All offerors shall abide by all applicable State and Federal laws. The City does not discriminate against small and minority businesses or faith-based organizations.

INQUIRIES CONCERNING RFP

Additional information about Visit Staunton is available at www.visitstaunton.com. Any questions or comments concerning this Request for Proposal should be directed, in writing, to:

Sheryl Wagner
Director of Tourism
wagnerss@ci.staunton.va.us

RFP SPECIFICATIONS

FOR TOURISM DIGITAL MARKETING SERVICES

I. SCOPE OF PROJECT

Visit Staunton is seeking proposals from qualified firms to provide digital marketing services. The objective of the service contract is to increase awareness of the City of Staunton as a visitor destination in our target markets, stimulate overnight stays, enhance visitor spending and ultimately produce a substantial economic impact for the City of Staunton.

Questions and Addenda: All questions regarding this request for proposals must be submitted in writing to Sheryl Wagner, Director of Tourism, at wagnerss@ci.staunton.va.us no later than 4:00 p.m., November 29, 2021. Prior to submitting their proposals, it is the firm's responsibility to check the City web-site <https://www.ci.staunton.va.us/departments/finance/procurement> for any addenda associated with this Request for Proposals. Any addenda and all questions and answers will be available by close of business on November 30, 2021.

II. SPECIFIC REQUIREMENTS

A. Serve as the Visit Staunton's digital marketing agency:

Shall promote and encourage visitation to Staunton. The successful contractor or contractors will work in conjunction with the Department to conduct a digital marketing program to attract potential visitors from our primary target markets of Washington, DC, Northern Virginia, Richmond and Hampton Roads to the City of Staunton. Contractor shall develop and execute creative concepts based on strategic

analysis, research and input from City of Staunton, and as agreed upon by the City. These services shall include, but are not limited to, the following:

1. Analyze local, regional, and national research to recommend the best strategies and promotions.
2. Provide advice, counsel, and assistance to the Department on matters pertaining to digital marketing to ensure the Department's benefit to the fullest extent possible and with input from the City of Staunton.

B. Facebook & Instagram Campaigns:

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

1. Facebook newsfeed Ads testing unique combinations of images, headlines, copy, and link to each of the landing pages produced by contractor(s).
2. Instagram Photo Ads using eye-catching visuals to boost awareness, increase social following and engagement, and drive website visits.
3. Instagram Stories Ads to reach audiences with full-screen branded photos and/or video in their Story feed.

C. Campaign Optimization:

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

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

D. Landing Page Design & Development:

1. Design and develop campaign landing pages, for digital campaigns, on the existing website, www.visitstaunton.com.
2. Content review & recommendations based on page copy, outlines, and images provided by Staunton.
3. Mobile responsive dynamic CSS styles that change layouts depending on the device and screen size.
4. Browser Compatibility: the website will work on the latest stable version of all modern browsers that account for the vast majority of US web traffic: Internet Explorer 11, Edge, Chrome, Firefox, Safari, iOS, & Android browsers.

E. Analytics Tracking Set Up:

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

F. Social Influencer Campaign(s):

1. Identify social influencers that complement Visit Staunton's brand.
2. Staunton will organize familiarization trip for the influencer and organize first person blog post by influencer for www.visitstaunton.com.
3. Create social ads for blog post.
4. Run and optimize ad campaign.

G. Video Campaign(s):

1. A short and inspiring video highlighting the key selling points of Staunton, VA.
2. Provide concepts for video.
3. Create social ads to promote video.
4. Run and optimize ad campaign.
5. Staunton may outsource video creation.

H. Google AdWords:

1. Create, run and optimize AdWords.

I. Performance Reports:

Produce monthly reports summarizing campaign performance and key insights including:

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

J. Purchase media per campaign(s) including but not limited to: Google, Facebook and Instagram as part of the agreed upon strategy and target markets.**III. GENERAL REQUIREMENTS**

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of respective firms to provide the required services. At the same time, proposals should be concise (a maximum of 20 pages) and Offerors are required to submit the following items for a complete proposal:

A. Firm History and Organization**B. Personnel**

1. Identify and provide resumes (may be abbreviated), including references, for key project personnel.

2. List outside firms, if any, that may be part of the services team

C. Experience:

Provide a description of the firm's background in integrated marketing projects. In particular, please indicate any previous experience with local government contracts. This information should include:

1. Project name and address;
2. Description of services provided, and
3. Contact person and telephone number

D. Creative Portfolio

Provide details of, up to, three examples of innovative campaigns completed for a recent client(s) that were based on research, had specific goals, leveraged resources, and demonstrates your creativity and leveraging of funds.

E. Approach to Providing Services

Please outline your firm's proposed approach to providing services referenced in Section II (Specific Requirements).

F. Fee Schedule

Please be as specific as possible.

G. Availability

The Visit Staunton team would like to begin work as soon as a contract for services is completed. Please address the availability of your firm and key personnel to meet this requirement.

H. Insurance

Agreement to carry insurance as outlined in Item EE under the Procurement Guidelines in this document.

IV. REVIEW AND AWARD

To be considered for selection, offerors must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal.

An Evaluation Committee comprised of Visit Staunton staff and select Board members will evaluate the proposals using the following minimum criteria.

Evaluation Criteria		Points
1.	Previous experience with tourism clients.	20
2.	References (i.e., satisfaction of former clients.)	15
3.	Credentials of project team proposed to perform work.	10
4.	Creative Portfolio.	20
5.	Project Approach.	20
6.	Fees (value of services provided in comparison to cost)	15
Total		100

Award of the contract will be in accordance with attached “Procurement Guidelines.”

V. TERMS OF THE CONTRACT

The City expects to choose a firm promptly and intends to begin the contracted services as soon as possible after December 10, 2021.

The initial contract shall run from date of award for one (1) year with an option for up to four (4) additional one (1) year renewals. The contract shall be subject to cancellation for cause or convenience with written notice 30 days prior to the effective date of the cancellation. No change in costs at renewals shall exceed the change in the Consumer Price Index for All wage Earners for this region.

The City reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this RFP in the best interest of the City and agreed to by the contractor. Additional work of reasonable scale shall be priced consistent with proposal to allow for additions and future expansions.

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the City of Staunton. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the City to evidence the City's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

All data collected, reports, studies, photographs, negatives, and other documents prepared by the Contractor in the performance of its obligations under this contract are property of the City of Staunton. The Contractor has the right to use and publish data obtained in fulfillment of this contract, or analyses of these data, and shall appropriately acknowledge funding by the City in such publications.

The Contractor and any subcontractor(s) hired pursuant to this contract are prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the City of Staunton. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Contractor in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the City's ownership, use, or distribution of said information, forms, or images.

This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms, conditions and specifications at contract prices. The successful vendor shall deal directly with each agency with regard to order placement, delivery, invoicing and payment.

VI. PROPOSED SCHEDULE

Activity	Date
Release RFP	November 19, 2021
Deadline for Submission of Questions	November 29, 2021 by 4:00 p.m.
Answers & Addenda Posted	November 30, 2021 by 5:00 p.m.
Deadline for Submission of Proposals	December 10, 2021 by 2:00 p.m.
Evaluation of Proposals and Selection Process	December 13-18, 2021
Finalists, On-Site Visits (if appropriate)	TBD

PROCUREMENT GUIDELINES

A. CHARGES AND PAYMENTS**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 purchase order number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory 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 the contract, which 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 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 thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. Payment to Subcontractors:

An offeror awarded a contract under this solicitation is hereby obligated:

- a. To pay the subcontractor(s) within thirty (30) days of the offeror'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
- b. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
- c. The offeror 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 offeror that remain unpaid thirty (30) 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. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

B. TESTING AND INSPECTION

The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

C. ASSIGNMENT OF CONTRACT

Neither the City nor the Contractor shall assign, sublet or transfer its interest in this contract without the prior written consent of such other party.

D. DEFAULT

In case of failure to deliver goods or 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 offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

E. TAXES

Sales to the City are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

F. INDEMNIFICATION

The Offeror agrees to indemnify, defend, and hold harmless the City and Staunton City Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section of shall survive the completion, terminations or expiration of the contract.

G. LIABILITY AND LITIGATION

The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

H. COPYRIGHTS

The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

I. CONTRACT CONDITIONS

The offeror selected shall not:

1. The offeror shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
2. The offeror shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
3. The offeror shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grant recipient, except when that information has been made available to the general public or will be made available upon request, or when DHR gives written authorization for the use of non-public information on the basis that the use is in the public interest.

J. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This RFP indicates, in general terms, the nature of the program and services being sought. Each offeror is to submit the proposal(s) that best suits the needs of the City.

The specific requirements for the contents of proposals are contained in the RFP. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the proposal to better suit the needs of the City.

In order to procure the program that best suits the needs of the City, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

K. AWARDING THE CONTRACT

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in proposals submitted in response to this RFP when such waiver is in the best interest of the City.

The evaluation process shall be based upon the criteria identified in **Section VIII** of this Request for Proposals. The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and

with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The City shall endeavor to award the contract within thirty (30) days from receipt of proposals. Notice of award will be posted on the Staunton City Web Site at <http://www.staunton.va.us/solicitation-results>

L. PUBLIC INSPECTION OF PROCUREMENT RECORDS

Proposals submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:

Public inspection of certain records:

1. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
3. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

5. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Bidder may not invoke this protection on the entire proposal – only on those sections or data which are considered trade secrets or proprietary.

M. ETHICS IN PUBLIC CONTRACTING

By submitting their proposal, all offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor 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.

N. FORUM SELECTION

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

O. PROMPT PAYMENT ACT

Any contract awarded as a result of this Request for Proposal shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

P. REJECTION OF PROPOSALS

The City reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new Request for Proposal, or make modifications, corrections of additions to the information contained herein.

Offerors are cautioned this is a Request for Proposal, NOT a request to contract.

Q. COSTS FOR PROPOSAL PREPARATION

Any costs incurred by offerors in preparing or submitting proposals are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Proposal.

R. APPROPRIATIONS

The obligations of the City are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

S. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

T. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City 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 City under said contract.

U. QUALIFICATIONS OF (BIDDERS/OFFERORS)

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/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 (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

V. CANCELLATION OF THE CONTRACT

The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

W. AVAILABILITY OF FUNDS

Agreements are made subject to the appropriation of funds by the City and are null and void in the event of non-appropriation by the City. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

X. SELECTION PROCESS/AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

Y. SAFETY AND OSHA STANDARDS

All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other

applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

Z. MODIFICATION & WITHDRAWAL OF PROPOSAL

An offeror may modify or withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. After proposal opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

AA. CONTRACT TERM

The Offeror whose Proposal is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this RFP.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated.

Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.

The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this RFP, and to reject any and all Proposals in total or by components.

The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

BB. COMPENSATION AND RECORD KEEPING

Total compensation for services will be negotiated between the City and the successful Offeror. The City retains the right to terminate contract negotiations if insufficient progress is being made to establish contract terms. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a "cost not to exceed" basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

CC. PAYMENT

Appropriate personnel will make payment for all completed work only after final approval and acceptability of the work completed.

DD. BID ADDENDA

Prior to submitting their bid, it is the bidder's responsibility to check the Staunton City website for any addenda associated with this Invitation for Bid.

<https://www.ci.staunton.va.us/departments/finance/procurement>

EE. INSURANCE REQUIREMENTS

- 1) During the term of this Contract, the Contractor shall procure and maintain insurance coverages with insurance companies rated by A. M. Best Company as A – VIII or better. The company(ies) shall be authorized to do business under the laws of the Commonwealth of Virginia and be acceptable to the City of Staunton and shall provide the following minimum types of insurance:

- a) Commercial General Liability Insurance – This will cover claims for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, which may arise from operations under the Contract, whether such operations be performed by the Contractor or by any Subcontractor or Independent Contractor, or by anyone directly or indirectly employed by any of them. Such insurance shall include coverages "X", "C" and "U" for explosion, collapse of other structures and underground utilities, as well as Contractual Liability Insurance covering the requirements outlined in the General Conditions.

This insurance shall name the City, the City Council and its employees as additional insured by endorsement to the Commercial General Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Staunton as an additional insured. The City of Staunton shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract. If endorsements to the Commercial General Liability insurance policies cannot be made, then separate policies providing such protection shall be purchased by the Contractor.

The Policy shall have the following minimum limits:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 General Aggregate Limit
- \$1,000,000 Personal and Advertising Injury Limit
- \$1,000,000 Products and Completed Operations Aggregate Limit
- \$5,000 Medical Expense Limit

This insurance shall include the following provisions and /or endorsements:

The General Aggregate limit shall apply on a "per project" and on a "per location" basis;

- i. Coverage shall apply to all liability arising from all premises and operations conducted by the Contractor, subcontractors and independent contractors;
- ii. The Contractor agrees that liability arising from Products and Completed Operations will be covered. Such liability coverage will be maintained for two years after completion of the Work.

- iii. The Contractor shall require each of his Subcontractors to procure and maintain Commercial General Liability Insurance of the type specified in this document in the minimum amounts required by the City and the Contractor, during the term of this subcontract.
- b) Worker's compensation and Employer's Liability Insurance -- Worker's Compensation and Employer's Liability Insurance for the Contractor's employees engaged in the Work under this Contract, in accordance with the statutory requirements of the Commonwealth of Virginia. The Contractor shall require each of his Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees engaged on such subcontracts. If any class of employees engaged on work under the Contract is not protected under the Worker's Compensation statute, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements. The amount of Employer's Liability Insurance for the Contractor and each of his Subcontractors shall be not less than:
- \$100,000 per employee for Bodily Injury.
 - \$100,000 per employee for disease
 - \$500,000 per policy for disease

The Worker's Compensation and Employer's Liability Insurance policy shall include an "all states" or "other states" endorsement.

- c) Commercial Automobile Liability Insurance -- Commercial Automobile Liability Insurance, including coverage for owned, hired, non owned and borrowed vehicles used in the work with minimum limits of \$1,000,000 Combined Single Limit per occurrence. This insurance shall name the City, the City Council and its employees as additional insureds by endorsement to the Commercial Automobile Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Staunton as an additional insured. The City of Staunton shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract.
- d) Umbrella or Excess Liability -- Umbrella Liability or Excess Liability Insurance with the following minimum limits of:
- \$5,000,000 Each Occurrence
 - \$5,000,000 Annual Aggregate

The following policies shall be scheduled as underlying policies:

- Commercial General Liability
- Commercial Automobile Liability
- Employers Liability

This insurance shall name the City, the City Council and its employees as additional insured by endorsement to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Staunton as an additional insured. The City of Staunton shall be entitled to

protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract.

- 2) Proof of insurance for each type of coverage listed herein shall be provided within 10 Days after issuance of the Award Letter for the Contract, and no Work shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all such insurance of the Subcontractor has been so obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein. The Contractor certifies by commencement of the Work that his insurance and that of Subcontractors is in effect and meets the requirements set forth herein.
- 3) The Contractor shall purchase and maintain required liability and all other insurance as is appropriate for the Work being performed and furnished. The insurance shall provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
 - a) claims under Worker's Compensation, Employers Liability, disability benefits, and other similar employee benefit acts;
 - b) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - c) claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - d) claims for damages insured by personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (2) by any other person for any other reason;
 - e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- 4) The insurance required to be purchased and maintained by the Contractor shall:
 - a) include completed operations insurance;
 - b) with respect to any other insurance coverage written on a claims-made basis, remain in effect for at least 2 years after final payment (and Contractor shall furnish the City and Engineer evidence satisfactory to the City of continuation of such insurance at final payment and 1 year thereafter);

- c) contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance.
- 5) All of the aforesaid insurance policies must be endorsed to provide that the insurance company shall give 30 days' written notice to the City if the policies are to be terminated or if any changes are made during the Contract period which will affect in any way the insurance requirements required in this contract. Before starting the Work, the Contractor shall provide the City with a copy of each policy which he and each of his Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. These policies shall contain endorsements to the policies naming the City of Staunton as an additional insured as required.
- 6) Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

FF. CONTRACT TERMINATION

This contract will not be awarded to any vendor who has had a previous contract with the City terminated for substantial non-compliance within the last three (3) years.

GG. DEBARMENT STATUS

By submitting their bids/proposals, all bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any public body of the Commonwealth of Virginia.

HH. CONTRACTOR UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

II. DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

1. provide a drug-free workplace for the contractor's employees;
2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, 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;
3. 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

4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

JJ. NON-DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. 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.
3. 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.
4. The contractor will include the provisions of the foregoing paragraphs a, b, c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

KK. PERMITS AND LICENSES

Any required City permits must be obtained by the contractor but will be provided at no cost. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

LL. NEGOTIATION WITH SUCCESSFUL BIDDER

The City reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this RFP in the best interest of the City and agreed to by the contractor, in accordance with § 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with proposal to allow for additions and future expansions.

MM. COOPERATIVE PROCUREMENT

This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

NN. IMMIGRATION REFORM AND CONTROL ACT OF 1986

During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

OO. CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL, SCHOOL BOARD, AND STAUNTON PUBLIC SCHOOL EMPLOYEES

The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton City Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto as (**Attachment E**) and submit the certification contemporaneously with the executed Contract.

ATTACHMENT C

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Code of Virginia 2.2-4342F (updated 07/01/18): “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.”

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. **Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested.** The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION NUMBER	PAGE NUMBER	REASON

Authorized Signature_____
Date

ATTACHMENT E
CERTIFICATION OF INTEREST & RELATIONSHIPS
WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL,
SCHOOL BOARD AND STAUNTON PUBLIC SCHOOL EMPLOYEES

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton City Schools (City Employee).

To the extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

- ☐ Neither Contractor nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton City Schools.

- ☐ The following individuals currently maintain a **financial** relationship with Contractor.

City Employee's Name: _____

Position with City: _____

Nature of Relationship: _____

- ☐ The following individuals currently maintain a **familial** relationship with Contractor.

City Employee's Name: _____

Position with City: _____

Nature of Relationship: _____

Contractor

Date

By: _____

Name: _____

Title: _____