



**CHESTERFIELD COUNTY
PROCUREMENT DEPARTMENT
CHESTERFIELD, VIRGINIA
Request for Proposals**



RFP Number: ADMN20000310

Title:..... Advertising Services

Issue Date: January 7, 2020

Proposals Due No Later Than: February 7, 2020, **4:00 P.M.**

Location for Receipt of Proposals: Chesterfield County Procurement Department
9901 Lori Road
Lane B. Ramsey Building, 3rd Floor, Room 303
Chesterfield, VA 23832

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Jianchong Luo, Senior Contract Officer, at (804) 748-1462, or by email to procurement@chesterfield.gov. **Inquiries must be received no later than January 24, 2020 at 4:00 p.m. in order to be considered.** Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
 - the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
 - that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
 - that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
-

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Proposal Dated: _____

Please refer to Clause 6 of the General Terms and Conditions:

Minority-Owned Business:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Chesterfield Business:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Women-Owned Business:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Small Business	<input type="checkbox"/> Yes <input type="checkbox"/> No
Service Disabled Veteran-Owned Business	<input type="checkbox"/> Yes <input type="checkbox"/> No		

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I. PURPOSE

The purpose of this RFP is to solicit qualified and interested firms to submit proposals regarding the newspaper publishing of notices for public meetings/hearings held or initiated by the Chesterfield County Board of Supervisors, Planning Commission and Board of Zoning Appeals, the proposed Chesterfield County Budget, special event and employment notices, display advertisements, and public service announcements. The County reserves the right to make multiple awards as a result of this solicitation.

II. BACKGROUND

Chesterfield County is required by state law and its charter to advertise notices for public meetings/hearings held by the Chesterfield County Board of Supervisors, Planning Commission and Board of Zoning Appeals in "some newspaper published or having general circulation in the locality." Because of the large number of these public meeting/hearings held or initiated by the County, the County regularly places advertisements in local newspapers read by Chesterfield County residents. The County retains the right to use other newspapers to place other types of legal advertisements as the need arises.

III. SCOPE OF WORK/SPECIFICATIONS

- A. Offeror may submit proposal for legal advertisement, displayed advertisement, social media, or all.
- B. Legal Advertisement: Legal advertisements require a special notice as outlined by either the County Code or Code of Virginia. These advertisements are critical notices that must be placed in a legal paper of record and are required by law to be advertised to the public. Examples of these types of advertisements include but are not limited to: zoning actions, budget notifications, tax notifications, public hearings, notices of special elections, real estate notices, grant application notices, request for proposals, invitations for bids, ordinances, resolutions, and other legal document notices.
 - 1. Contractor shall have publications/newspaper circulating in Chesterfield County.
 - 2. Newspapers used for legal notices and publications must meet the following criteria pursuant to Code of Virginia § 8.01-324. Following requirements may change as the changes of Code of Virginia.
 - a. Have a bona fide list of paying subscribers.
 - b. Have been published and circulated in printed form at least once a week for at least 50 of the preceding 52 weeks.
 - c. Provide general news coverage of the area in which the notice is required to be published.
 - d. Be printed in English language.
 - e. Have a periodicals mailing permit issued by the United States Postal Service

(USPS). (a newspaper that does not have a periodicals mailing permit issued by the USPS may petition the circuit court for the jurisdiction in which ordinances, resolutions, notices, or advertisements are required to be published to be certified as a newspaper of record for that jurisdiction, per §8.01-324 of the Code of Virginia.)

3. Newspaper publication shall allow for flexibility in timing of advertisement submission and review to meet legal requirements of §15.2-2204 of the Code of Virginia.
 - a. Offerors shall specifically state the timing of newspaper publication (e.g. daily versus weekly) and type of advertising (e.g. display versus classified) as well as submission timeline requirements to meet newspaper publication deadlines.
 - b. Offerors shall identify the method of advertising submission and review (i.e. electronic submission, fax, etc.)
 - i. Offerors shall describe the process for correction of errors in the advertisement before publication.
 - ii. Offerors shall describe the process for correction of errors in the advertisement after publication.
4. In the event an advertisement is run incorrectly due to the Contractor's error, all associated costs of correction and re-advertisement shall be covered by the contractor.
 - a. Offerors shall specifically state their ability to place a required ad in alternate newspaper that meets the legal requirements of Code of Virginia Sections 15.2-2204 and 8.01-324 should they be unable to meet the required publication deadlines.
5. The Contractor shall provide the County a deadline date and time those advertisements (ads) must be received by every week in order to be in the next publication.
6. The Contractor shall assist the County with emergency ads or modifications past the regular scheduled deadline for submission of ads.
7. The County desires the Contractor to provide weekly communication on Monday morning to each account end user confirming the advertisements that will run that week (including if no ads will run).
8. The Contractor shall provide an assigned point of contact that will be accessible by email and phone to the County.
9. The Contractor shall assign separate account numbers for each Department/Division that places legal ads.
10. The Contractor shall invoice the County on a per-account basis. Each account shall be billed separately, and invoices shall be provided to each account representative

respectively. The invoice must reference the specific advertisement(s) printed.

11. The Contractor shall provide an affidavit of publication (proof of ad, notarized and signed proving that ad ran) no more than seven (7) days after last date of publication. (For those ads that run multiple weeks, one affidavit shall prove all dates.)
12. It is preferred that the Contractor have the capability to publish ads on the Contractor's website.
13. The County reserves the right to place advertisements in other publications if it is deemed to be the best interest of the County.

C. Displayed Advertisement

1. Displayed Advertisement includes Public Notices and Other Public Service Announcements and Special Event Advertisement and Employment Advertisements.
 - a. Public Notices and Other Public Service Announcements: These notices are business or informational items that are not required by law to be published in a paper of record but are informational. These can be notices of grants, program changes, general department information, and helpful reminders such as tax or utility service due dates.
 - b. Special Event Advertisements: Event advertisements are special notices that the County may place in the paper for special events or program that occur in the County.
 - c. Employment Advertisements: Employment advertisements includes the recruitments of employees of staff whenever there is a vacancy in the County.
2. Offeror may propose multiple publications other than the one for legal advertisement, including newspaper or magazine.
3. The County desires the Contractor to provide weekly designated space at no charge for Communications & Media information which shall not contain any political, advocacy or legal notice material, message, or tone.

D. Social Media

1. Develop and implement social media brand strategies, campaigns and plans to build brand awareness
2. Plan social media advertising strategies and budgets
3. Oversee day to day management of campaigns and ensure brand consistency
4. Research and understand the tones of various clients and stay up to date on news and trends in their industry
5. Create, maintain and grow new and existing social networks including, but not

limited to, Facebook, Instagram, Twitter, LinkedIn, YouTube and Google

6. Monitor social media progress using web analytic tools
7. Incorporate optimization strategies, analyze data and research the best ways to increase web traffic
8. Review the success of campaigns and develop ways to improve those campaigns
9. Research new media platforms, trends and industry opportunities
10. Copy writing, proofing, and editing
11. Client meetings, creative/planning meetings

IV. INSTRUCTIONS

A. Submission and Receipt of Proposals

1. Submittals, in one (1) original, (1) electronic copy via USB Drive, one (1) redacted copy and electronic redacted copy on USB (if invoking § 2.2-4342F and providing Attachment D) and **five (5)** copies, marked **RFP# ADMN20000310 – Advertising** will be received until, but no later than the date and time specified on the cover sheet, in:

Chesterfield County Procurement Department
9901 Lori Road
Lane B. Ramsey Building, 3rd Floor, Room 303
P.O. Box 51
Chesterfield, Virginia 23832-0001
Monday-Friday 8:30 a.m. – 5:00 p.m.
2. Should the offeror decide to utilize an express delivery service, please note that the Lane B. Ramsey Building is located at the intersection of Ironbridge Road (State Route 10) and Lori Road.
3. Mark the outside of the envelope with **RFP# ADMN20000310** and proposal subject, **Advertising Services**.
4. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Procurement Department personnel before the deadline indicated in Paragraph A of these instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
5. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to

the next regular business day at the same time.

6. If you are an individual with a disability and require a reasonable accommodation, please notify the Procurement Department at (804) 748-1617, three working days prior to need.
7. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
8. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
9. Proposals shall not be accepted via fax or email.
10. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/procurement.

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal in accordance with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the County.
3. The County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. 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. **The County is under no obligation to consider or negotiate information or documentation that is submitted not in compliance with the requirements herein or that is submitted by an offeror after the deadline for submission of the proposal identified in Section IV(A)(1) above. Notwithstanding the preceding sentence, the County may, in its sole**

discretion, consider and/or negotiate such submissions.

4. Detailed Submittal Format

- a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
- b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and email address.
- c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
- d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs, including experience administering similar contracts for governmental entities. The response should address firm's size, structure, and number of years in business.
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. Offerors should include its circulation across Chesterfield County and/or The Richmond Region, including Town of Ashland, Chesterfield County, Hanover County, County of Henrico, County of Powhatan, and City of Richmond.
- g. Offerors should include numbers of clicks or number of people reached on the internet advertisement if it is applicable.
- h. Offerors should specifically state the total number of issues per publication circulated in Chesterfield County.
 - i. Offerors should provide a breakdown by each zip code in the County of 1) the total number of newspapers delivered to individual addresses (not stands or vendors), and 2) total number of newspapers delivered to stands or vendors.
 - ii. Offerors should describe other advertisement publication options (i.e. Internet) and list web address as well as providing the number of "hits" received during a given day.
- i. References - All offerors should include a list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right

to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.

- j. Cost of services listed in the Pricing Schedule. Please submit detailed information regarding pricing structure for classified and display advertisement including any variations, such as color graphics, maps, and etc., based on date of publication.

V. TERMS AND CONDITIONS

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by the Chesterfield County Procurement Department (or pursuant to delegated purchasing authority) on behalf of all Chesterfield County public bodies, as public bodies are defined in *Code of Virginia* Section 2.2-4301, as amended, including any agencies, boards, authorities, schools, or other entities for which the Chesterfield County Procurement Department acts as purchasing agent. The term "County" as used in any general or special terms and conditions includes the applicable entity or entities listed above as the context may require.

A. GENERAL TERMS AND CONDITIONS

1. **Addenda:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Most addenda are downloadable from the Procurement Department web site at: www.chesterfield.gov/procurement. Each offeror is responsible for obtaining all addenda posted at the Procurement Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
3. **Assignment of Contract:** The County and Contractor bind themselves, and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
4. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the

County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

5. **Change Orders:** Change orders must be approved by the County prior to work being performed.
6. **Commitment to Diversity and Chesterfield Businesses:**
 - a. Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects. Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Procurement Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.
 - b. Definitions:
 - i. Chesterfield Business (CB) – any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.
 - ii. Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and

both the management and daily business operations are controlled by one or more minority. (*Code of Virginia* Section 2.2-4310, as amended)

- iii. Service Disabled Veteran-Owned Business (SDVOB) – a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans. (*Code of Virginia* Section 2.2-4310, as amended)
- iv. Small Business (SB) – a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (*Code of Virginia* Section 2.2-4310, as amended)
- v. Women-Owned Business (WOB) – a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia* Section 2.2-4310, as amended)

- c. This provision only applies to contracts valued in excess of \$10,000.

If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses. (*Code of Virginia* Section 2.2-4310, as amended)

- 7. **Contract Execution:** Though the term “County” is defined herein to include distinct entities, the contract shall be entered into by, and in the name of, the specific entity receiving the benefit of the goods and services.
- 8. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 9. **Contractor’s Authorization to Transact Business:** In accordance with *Code of Virginia* Section 2.2-4311.2, as amended, any offeror 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 offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. Any 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 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal a statement describing why the offeror is not required to be so authorized. This information shall be provided on Attachment A titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. SEE ATTACHMENT A.

10. **Copyrights or Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
11. **Default:** In case of failure to deliver the goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
12. **Drug Free Workplace:** (*Code of Virginia* Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.
 - a. 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.

- b. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. Employment Discrimination: (*Code of Virginia* Section 2.2-4311, as amended) This provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. 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.
 - iii. 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.
- b. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. Environmental Management Procedures: The Contractor shall follow all federal, state and local environmental and safety laws and regulations. Chesterfield County's General Services - Environmental Division maintains an Environmental Management System (EMS) that is fully compliant with the ISO 14001 standard. The Offeror shall review and comply with the Contractor Environmental Guidelines (ENVMGT.FORM.0011) and Environmental Policy accessible at www.chesterfield.gov/procurement. The Contractor shall work with the County Project Manager to manage and control those activities that may cause a significant environmental impact or safety hazard. Proposal pricing shall include all costs associated with controls, permits and training to ensure regulatory compliance and to protect human health and the environment.

15. ePayables: Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting

Department at (804) 748-1673 with questions.

16. **Faith-Based Organizations:** (*Code of Virginia* Section 2.2-4343.1, as amended) The County does not discriminate against faith-based organizations.
17. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
18. **Form of Agreement:** It is the County's intent to utilize the Service Agreement included in ATTACHMENT C to execute the final agreement between the County and the Contractor. Except where otherwise prohibited by law, the Offeror shall note in the proposal response any exceptions to the terms and conditions of the RFP or the Service Agreement.
19. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
20. **Indemnification:** The Contractor shall hold harmless and indemnify the County, its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the County is prohibited from indemnifying the Contractor, subcontractors, or any third party beneficiaries of the contract(s).
21. **Invoices:** Invoices for goods and services ordered and delivered shall be submitted by the Contractor to the remittance address shown on the purchase order. All invoices shall show the purchase order number, description of the goods and services, stock number and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.
22. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
23. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of *Code of Virginia* Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
24. **Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and

Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

- 25. Proprietary Information:** *Code of Virginia* Section 2.2-4342(F), as amended, states: "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." If the exemption from disclosure provided by *Code of Virginia* Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.
- 26. Quality Expectation Statement:** The County, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide goods and services products with a target of "zero defects – zero rework".
- 27. References:** If requested, the offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by offerors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the offeror.
- 28. Safety:**
- a. The Contractor, its employees and subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health (VOSH) Compliance Program administered by the Virginia Department of Labor and Industry. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under the contract. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.
 - b. The Contractor shall provide a supervisor at each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of

the Contractor's employees from the work site.

- c. Any activities of the Contractor determined to be hazardous by the County, shall be immediately discontinued by the Contractor upon receipt of either a written or verbal notice from the County to discontinue such activities.
- d. If requested by the County Project Manager, the Contractor shall provide a written health and safety plan for the project prior to proceeding with work.

29. Sensitive Information Handling: Any information in the possession of the County which is specific to an employee, student, citizen, County business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the County's department head, if any, and the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the consent must be obtained from the Chesterfield County Chief Information Officer, or his designee. Any access to County information by contract workers from outside the County intranet shall be in accordance with existing technology security policies and procedures as required by the executed contract. Contract worker network connected computer equipment will be subject to all applicable County policies and procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the approval must be obtained from the Chesterfield County Chief Information Officer, or his designee.

- 30. Taxes:** The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.
- 31. Technology Agreements:** The Offeror shall submit terms of service, terms of use, end user license agreements, software license agreements, etc. with the proposal for any online activity (i.e. hosted, online, portal, website, support site, etc.) or software that is required to use or support the product or service being proposed by the Offeror. These agreements shall be submitted with tracked changes to delete any terms that conflict with the RFP and the Service Agreement.
- 32. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- 33. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the

County may:

- a. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
- b. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

34. **Unauthorized Aliens:** (*Code of Virginia* Section 2.2-4311.1, as amended) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
35. **Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
36. **Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

B. **SPECIAL TERMS AND CONDITIONS**

1. **Contract Term/Contract Renewal/Contract Extension**

a. Contract Term

The initial term of this contract shall be effective from May 1, 2020 through April 30, 2021.

b. Contract Renewal (requirements contract based on unit prices)

This contract may be renewed by the County for **four (4) successive one (1) year periods** under the terms and conditions of the original contract except as stated in subsections i. and ii. below. Price increases may be negotiated only at

the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- i. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Advertising Space and Time Sales (Series ID: WPU361102) category of the Producer Price Index (PPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>
- ii. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the Advertising Space and Time Sales (Series ID: WPU361102) category of the Producer Price Index (PPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>

c. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

2. **Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of *Code of Virginia*, Section 2.2-4304, as amended. If agreed to by the Contractor, other public bodies may utilize this contract, except for 1) contracts for architectural and engineering services; or, 2) construction contracts. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield County contract. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
3. **Information Security General Protection:** The Contractor will develop, implement, maintain, and use commercial best practices, including appropriate administrative, technical, and physical security measures, to preserve the confidentiality, integrity and availability of County data (as that term is defined in the Service Agreement) received from, or on behalf of a County employee, student, citizen, or County business function. These measures will be extended to all subcontractors used by the Contractor.

The purchase and implementation of a new County good or service requires use of a formal assessment review process to evaluate the security and risk level of an

Offeror's good or service prior to finalizing acquisition of that good or service. The security review includes a due diligence risk analysis, which is conducted prior to final acquisition by County information security and technical staff in consultation with the Offeror. The review will analyze minimum information security requirements.

- a. The Offeror agrees to follow County procedures and provide answers to future Information Security questions to ensure compliance with Federal and State laws and regulations, County policies, and security standards and baselines for the data classification level.
 - b. County information security and technical staff will review the results and reserves the right to verify the Offeror's responses prior to an award recommendation.
 - c. Identified gaps between required information security controls for the data classification level and the Offeror's implementation as documented by the County shall be tracked by the Offeror for mitigation. Depending on the severity of the gaps, the County may require the gaps to be remediated before contract award, or within a timeframe mutually agreeable to both parties. Any remediation costs shall be negotiated between the County and the Offeror.
4. **Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the proposal.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the County, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any

program of insurance or self-insurance that the County may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

- a. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
- b. Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles.
- c. Workers' Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.

An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:

- d. Must reflect that the Commercial General Liability policy names Chesterfield County Public Schools, the County of Chesterfield, their officers, employees, and agents, as an additional insured by endorsement to the policy or as required by contract.

Additional insured status applies to all work of the named insured performed on behalf of Chesterfield County Public Schools and the County of Chesterfield for this policy period.

- e. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the County;

- f. Must have an authorized signature;

- g. The Certificate Holder should be listed as:

Chesterfield County
c/o Procurement Department
P.O. Box 51
Chesterfield, VA 23832-0001

- 5. **Negotiating Contract Reductions:** The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase

order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.

6. **Requirements Contracts:** Quantities set forth in solicitations seeking a source of supply for requirements contracts for goods and/or services are estimates only. No guarantee or warranty is given or implied by the County as to any minimum or total amount that may be purchased from any resulting contracts. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those set forth in the solicitation and/or the pricing schedule.

In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.

7. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).
8. **Usage Reports:** Upon request, the Contractor shall provide the Chesterfield County Procurement Department with a summary of all sales by delivery site, to include quantity and description of items.

VI. PRICING SCHEDULE

Offerors should provide **GRAND TOTAL** pricing for the following sample advertisement if the notice were to run on a Wednesday. Provide pricing, inclusive of all costs, as specified in the Pricing Schedule below. The County will utilize pricing in the Pricing Schedule below for scoring and comparative purposes only. The final Pricing Schedule will be negotiated between the Offeror and the County. Please see Section IV.B.4.g. (page 6 of 19) for additional submittal requirements regarding pricing information.

SAMPLE NOTICE (if the notice were to run on a Wednesday):

TAKE NOTICE

Please take notice that the Board of Supervisors of Chesterfield County, Virginia, at a regular meeting on March 26, 2014, commencing at 7:00 p.m., in the Public Meeting Room at the Chesterfield Administration Building, Rt. 10 and Lori Road, Chesterfield, Virginia, will hold a public hearing to consider the enactment, pursuant to §15.2-2400, et. seq., Code of Virginia, 1950, as amended, and pursuant to §§2.1 and 2.4 of the Charter of Chesterfield County, Virginia, as amended, of an ordinance to establish the Chesterfield County Stormwater Service District No. 1, to provide a stormwater management program that will enhance public safety, public convenience, and public well-being within the service district. Services and improvements provided in the Stormwater Service District No. 1 shall include, but not be limited to, compliance with state and federal stormwater regulations; watershed planning and monitoring; designing, constructing, maintaining and operating County owned stormwater facilities and equipment; and public outreach and education. In order to finance the provision of these stormwater services and facilities, the proposed ordinance to establish the District also proposes to impose certain taxes upon all real estate located in the District which is subject to local taxation.

The proposed ordinance provides for the creation of the Stormwater Service District No. 1, which consists of all land located in the County, except for the property owned and operated by the State of Virginia as Pocahontas State Park, to provide the services and facilities described in paragraph one of this notice. The ordinance further provides for a supplemental real estate tax in the amount of \$0.016 per \$100 of assessed value on all property which is subject to local taxation and which is located in the County.

Landowners may appear at the public hearing and, if they wish, show cause against the supplemental tax, or against the adoption of the ordinance. Copies of the ordinance are available for public viewing between 8:30 a.m. and 5:00 p.m., Monday through Friday, in the Chesterfield County Administrator's Office. After the public hearing, appropriate changes or corrections may be made to the ordinance.

The hearing is held at a public facility designed to be accessible to persons with disabilities. Any persons with questions on the accessibility of the facility or need for reasonable accommodations should contact Janice Blakley, Clerk to the Board, at 748-1200. Persons needing interpreter services for the deaf must notify the Clerk to the Board no later than Friday, March 21, 2014.

SAMPLE ADVERTISEMENT

GRAND TOTAL:	\$
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VII. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Criteria	Weights
1. Demonstration of the offeror's overall ability to provide the services and completeness and reasonableness of the offeror's approach to providing required services.	20
2. Demonstration of and suitability breadth of circulation, frequency of publication, type of advertising and flexibility with timing regarding ad submission to meet requirements of Code of Virginia Sections 8.01-324 and 15.2-2204.	20
3. Efficiency of the offeror's method of advertising submission and review and timely correction of errors in ads prior to publication.	30
4. Suitability of alternate publication options, including but not limited to, web or social media presence.	25
5. Cost of Services	5

VIII. AWARD PROCEDURE

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information

The offeror shall check one of the following. The offeror is:

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

_____ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ 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 offeror's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this proposal 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 the following 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. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐

ATTACHMENT C – Sample Service Agreement
SERVICE AGREEMENT # _____ FOR [RFP TITLE]

THIS AGREEMENT, entered into as of this _____ day of _____, 20____
 (“effective date”), by and between the [CHESTERFIELD COUNTY PUBLIC SCHOOLS (“County”), a
 school division within Chesterfield County, Virginia] OR [CHESTERFIELD COMMUNITY SERVICES
 BOARD (“County”), established by the County of Chesterfield, Virginia] OR [COUNTY OF
 CHESTERFIELD, VIRGINIA (“County”), a political subdivision of the Commonwealth of Virginia] and
 [insert Contractor name], (“Contractor”).

W I T N E S S E I H :

WHEREAS, by Request for Proposal No. _____ (the “RFP”), the County solicited
 interested firms to submit proposals for [insert RFP title] ; and

WHEREAS, Contractor has represented to the County that it is fully capable of performing the
 services described in this Agreement, and the County has relied on such representation to select
 Contractor to provide the services; and

WHEREAS, the County and Contractor now desire to enter into an agreement setting forth their
 rights and obligations with regard to Contractor's performance of the services.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the
 parties agree as follows.

1. **Scope of Services.** Contractor shall furnish all labor, materials and services necessary
 to satisfy the requirement of the County as set forth in the RFP, this Agreement, and any additional
 services described in the Contractor’s proposal entitled “[insert title of proposal response]” dated
 [insert date of Contractor’s proposal] and any revisions thereto, hereinafter referred to as “Proposal”.
 The work to be performed by the Contractor is described in detail in the RFP and the Proposal, and
 shall be referred to collectively as the “Services”. Contractor represents that it will perform the
 Services in accordance with generally accepted professional standards, and will provide the County
 with the best possible advice and consultation within Contractor's authority and capacity. In the event
 of any conflict between the terms of the document originating from the County (“County Document”,

including the RFP, this Service Agreement, and Exhibits X, X, and X), and a document originating from the Contractor ("Contractor Document", including the Proposal and Exhibits X, X, and X), the terms of the County Document shall control.

2. Authorization. Contractor warrants that it has the right to enter into this Agreement and to perform all obligations hereunder. Contractor represents that the execution of this Agreement and performance of any of its obligations hereunder are duly authorized and in compliance with applicable federal, state and local laws, rules and regulations. Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify the County in the event any such license or permit expires, terminates or is revoked.

3. County's Obligations. The County shall furnish Contractor, upon request, with any information, data, reports, and records which are reasonably available to the County and necessary for carrying out Contractor's responsibilities, so long as the provision of such information, data, reports, and records to Contractor is consistent with applicable law. The County shall designate a person to act as the County's contact with respect to the Services. The County's representative shall have the authority to transmit instructions, receive information and interpret and define the County's policies and decisions pertinent to Contractor's Services.

4. Time of Performance. All Services to be performed and any reports to be prepared hereunder by Contractor shall be undertaken and completed promptly pursuant to a schedule to be agreed upon between the County and the Contractor. It is expressly understood and agreed by the parties hereto that time is of the essence.

5. Contract Terms. The initial term of this contract shall be for a period of _____. This contract is renewable at the sole discretion of the County for _____ additional terms of _____ year each.

6. Compensation. The County shall pay Contractor, provided that Contractor performs to the satisfaction of the County, fee(s) as follows: _____

7. Time of Payment. Contractor shall submit invoices in accordance with the schedule outlined above. The County shall make payments to Contractor subject to the terms of this Agreement within thirty (30) days of receipt of Contractor's correct invoice. Contractor understands and accepts

that the County will not pay any finance charges imposed on any invoices submitted by the Contractor for services performed under this Agreement. If the Agreement is terminated by the County and not in any way through the fault of Contractor, payments due Contractor for services rendered prior to termination shall be paid to Contractor and shall constitute total payment for such services. If this Agreement is terminated in whole or in part due to the fault of Contractor, Contractor shall have no right to claim payment due for services performed but uncompensated at the time of termination provided that the County is not delinquent in its payments to Contractor. Payments made to Contractor shall not be considered as evidence of satisfactory performance of the work by Contractor, either in whole or in part, nor shall any payment be construed as acceptance by the County of inadequate services.

8. Non-Appropriations. The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund this Agreement for each succeeding year.

9. Termination. It shall be the sole right of the County to terminate this Agreement at any time for any reason upon written notification to the Contractor.

10. Records and Inspection. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to this Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including indirect labor and overhead allocations) as they may apply to costs associated with this Agreement. The County shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this Agreement. The County's employees, agents or authorized

representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

11. Insurance. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Chesterfield County as an additional insured for general liability and excess liability coverage. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Agreement. The Contractor shall maintain during the initial term, and any additional terms of this Agreement, the following equivalent coverage and minimum limits:

- (a) [Include information from RFP or final negotiated coverages/limits]
- (b)
- (c)

12. Confidentiality. Unless expressly authorized by the County, Contractor, its officers and employees, shall not divulge to anyone other than County officials in either written or verbal form any information or data obtained as a result of performing services pursuant to this Agreement. Contractor agrees to assume all responsibility for ensuring the privacy, confidentiality, and security of Chesterfield County data released to Contractor under this Agreement through the use of necessary and appropriate security and technical controls.

13. When Rights and Remedies Not Waived. In no event shall the making by the County of

any payment to Contractor constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County in respect to such breach or default.

14. Non-Discrimination Provision. During the performance of this Agreement, Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age or 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 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 Contractor, will state that 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.

Contractor shall include the provisions of the foregoing subparagraphs a, b, and c in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

15. Drug Free Workplace. During the performance of this contract, the Contractor agrees to:

(a) Provide a drug-free workplace for the Contractor's employees.

(b) 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.

(c) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

(d) Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of who 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.

16. Hold Harmless. Contractor shall indemnify, defend and hold the County, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Agreement or an Order or arising out of Contractor’s negligent or intentionally wrongful acts or omissions. As a matter of law, the County is prohibited from indemnifying Contractor, subcontractors, or any third party beneficiaries of the Agreement.

17. Governing Law. Contractor and the County agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Contractor and the County further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of the County of Chesterfield to the express exclusion of any otherwise permissible forum.

18. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to the COUNTY:

Chesterfield County [department name]

Attn.: County staff contact

Department address

Chesterfield, VA 23832

If to the CONTRACTOR:

Name of Contractor

Attn.: name of Contractor contact

Address

City, State Zip

19. Assignment. This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Contractor's business or assets, whether by merger or acquisition, provided that Contractor notifies the County of such assignment and the County does not object in writing within 15 days of receiving such notification

20. Entire Agreement. This Agreement and any additional or supplementary documents incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

21. Subcontractors. The County reserves the right to reject any subcontractor selected by Contractor. The County shall exercise this right in good faith and for a legitimate reason. Upon such rejection, the subcontractor shall immediately cease any work on the Project. A subcontractor selected by Contractor to replace a rejected subcontractor must be approved in writing by the County prior to performing any work on the Project. Such approval will not be unreasonably withheld.

22. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith. Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall

reimburse the County for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

23. Independent Contractor. Contractor's relationship with the County shall at all times be that of an Independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by Contractor and the County will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agents of the County.

24. Environmental Management. Contractor shall be responsible for complying with all federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.

38. Unauthorized Aliens. In accordance with the Virginia Code, Section 2.2-4311.1, Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement as of the date first written above.

COUNTY OF CHESTERFIELD, VIRGINIA

By: _____
Lorie W. Newton

Title: Acting Procurement Director

Date: _____

[CONTRACTOR NAME]

By: _____

Printed Name

Title: _____

Date: _____

Approved as to form:

County Attorney's Office

Exhibit X – [Description]

Attachment D – Proprietary/Confidential Information Identification

As indicated in General Term and Condition 25. Proprietary Information - *Code of Virginia* Section 2.2-4342(F), as amended, states: "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.**" **If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.**

The proprietary or trade secret material submitted in the original and all copies of the proposal 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. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification 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.

Name of Offeror: _____ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.
Date

Signature: _____ Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

Use continuation sheet(s) if necessary