

REQUEST FOR PROPOSAL

City of Virginia Beach

ISSUING OFFICE:
PURCHASING DIVISION
2388 LIBERTY WAY
VIRGINIA BEACH, VA 23456
TELEPHONE: (757) 385-4438 FAX: (757) 385-5601

DATE:

Attention of Offeror is Directed To Section
2.2-4367 – 2.2-4377 of Virginia Public
Procurement Act (VPPA) (Ethics In Public
Contracting)

THERE WILL BE NO PUBLIC OPENING OF
THIS SOLICITATION

PLEASE FILL IN COMPANY NAME & ADDRESS
IN THE SPACES PROVIDED BELOW:

RETURN THIS COPY

**THIS IS NOT AN
ORDER**

RFP ITEM NO. CITY-20-1000
CLOSING DATE May 5, 2020
CLOSING TIME 2:00 pm
PROCUREMENT OFFICER Sharon Ratcliff

THE CITY OF VIRGINIA BEACH RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATION PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DESCRIPTION OF REQUEST FOR PROPOSAL

THIS DOCUMENT CONSTITUTES A REQUEST FOR SEALED PROPOSALS FROM QUALIFIED INDIVIDUALS AND/OR ORGANIZATIONS TO PROVIDE:

**PLANS TO REOPEN VIRGINIA BEACH PUBLIC BEACHES
PROPOSALS MUST INCLUDE PLANS FOR CLEANING, EDUCATION, AND ENFORCEMENT OF SOCIAL
DISTANCING REQUIREMENTS**

The Virginia Beach City Council has adopted a 12% goal for minority participation in City Contracts.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ___ #2 ___ #3 ___ #4 ___ (Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO EXECUTE THE CONTRACT AS A RESULT OF THIS SOLICITATION. AN AGENT AUTHORIZED TO BIND THE COMPANY SHALL SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

AUTHORIZED AGENT/SIGNATURE _____ TELEPHONE: _____

TYPE OR PRINT NAME: _____ DATE: _____

ENCLOSURE

ANTICOLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE CLAUSE

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.8 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THERE FROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF VIRGINIA BEACH HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR 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.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY OFFEROR SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR SHALL AGREE AS FOLLOWS:
 - A. THE OFFEROR, 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/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE OFFEROR. THE OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE OFFEROR, WILL STATE THAT SUCH OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS 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.

Name and Address of Offeror:

Date: _____

By: _____

Signature in Ink

E-mail Address: _____

Printed Name

Telephone Number: (____) _____

Fax Phone Number: (____) _____

FIN/SSN #: _____

Title

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:

African American Hispanic American American Indian Eskimo Asian American Aleut

Other; Please Explain: _____

Is your firm Woman Owned? Yes No

Is your firm a Small Business? Yes No

Is your firm Service-Disabled Veteran Owned? Yes No



**City of Virginia Beach – Purchasing Division
Subcontracting Participation Plan
For Goods and Services**

Form CVAB – GS1

Project Name: PLANS TO REOPEN VIRGINIA BEACH PUBLIC BEACHES
Bid/RFP Number: CITY-20-1000
Vendor: _____
Address: _____
City, State, Zip: _____
Contact Telephone: _____
Contact Email: _____
Project Name: _____

Total Bid/RFP Amount

Total Subcontracting Amount

Intent to utilize subcontractors **Yes** **No** (If Vendor intends to self-perform all work, check "NO" and skip to Signature Line below)

Firm/individual Name	Number (If certified with SBSD*)	Status (M, S, or W)	Scope of work to be Performed	Estimated Subcontractor Dollar Amount (if Known)	SBSD* Certified Y/N	MBCoord Approval	Verified
						(FOR OFFICE USE ONLY)	

IMPORTANT: PLEASE SUBMIT THIS PARTICIPATION PLAN WITH YOUR BID/RFP

By signing below, you attest that the above information is true and accurate to the best of your knowledge.

 Authorized Representative(Prime) Print Name

 Title

 Authorized Representative (Prime) Signature

 Date

*SBSD = Virginia Department of Small Business and Supplier Diversity

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I. PURPOSE

To reopen Virginia Beach Public Beaches safely with adherence to any federal or state guidelines.

II. BACKGROUND

The City of Virginia Beach has closed all public beaches in accordance with the Governor's Executive Order. Reopening of the beaches must satisfy the City and the Commonwealth that plans to reopen ensure the public's safety.

III. SCOPE OF WORK

General Requirements

The successful respondent must ensure that beach facilities are cleaned, the public is educated, and that social distancing measures put in place are enforced. The services are to be provided at the Bayfront Beaches, Resort Beach, and Portions of Sandbridge Beach.

The City intends to compensate offeror by full-loaded service hour. The proposal shall provide the hourly rate for the relevant positions to provide the services sought. As this matter is proceeding without full knowledge of actions by the Virginia Governor to address social distancing and other pandemic related remedial actions, the actual level of service and locations for service may change over time.

IV. GENERAL TERMS AND CONDITIONS

A. Term of Agreement

This Agreement shall commence on May 18, 2020 and continue thereafter until social distancing requirements by the Virginia Governor are lifted. As such, this contract will proceed on a month to month basis as services are needed.

B. Termination with Cause/Default/Cancellation

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in association contract or in Vendor's RFP response.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Agreement as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

C. Nondiscrimination

Employment discrimination by Contractor shall be prohibited. During the performance of this Agreement, Contractor agrees as follows:

1. 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/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. Contractor will include the provisions of the foregoing Sections 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. Drug Free Workplace

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will provide a drug-free workplace for Contractor's employees.
2. Contractor will 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
4. Contractor will include the provisions of the foregoing Sections 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

E. Faith Based Organizations

The City of Virginia Beach does not discriminate against Faith-Based Organization.

F. Compliance with Immigration Laws

Contractor does not currently, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

G. Business Entity Registration

Foreign and domestic businesses authorize to transact business in the Commonwealth. The Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall submit proof of such registration to the City. Additionally, the Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the contract.

H. Exclusivity

The City reserves the right to procure goods or services covered under this contract from a third party when, in the City's sole discretion, it is deemed to be in the City's best interest.

I. Compliance with All Laws

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct

its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.

J. Venue

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach, or the U.S. District Court for the Eastern District of Virginia, Norfolk District.

K. Agreement interpreted under laws of Virginia

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

L. Business License Requirement

If the Contractor is a business, located in the City of Virginia Beach or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade or occupation without having first obtained the proper license from the Commissioner of the Revenue of the City, and the Contractor covenants that it has a business license where one is required to perform this Agreement.

M. Independent Contractor

The Contractor shall agree and covenant that it is and shall be at all times, an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the City. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.

N. Representation Regarding City Employment; Conflict of Interest:

Contractor represents at the time of contracting and through the pendency of this Agreement that no one with an ownership interest in the Contractor or the Contractor's corporate entity, if applicable, or other employee of the Contractor is also an employee of the City of Virginia Beach, specifically in the City Department initiating or overseeing this Agreement. Contractor further represents that no individual with an ownership interest in the Contractor or the Contractor's corporate entity, if applicable, or other employee has a spouse, other relative or person who resides with the individual that is currently an employee of the City of Virginia Beach, specifically in the City Department initiating or overseeing this Agreement. Should the Contractor have reasonable belief of a possible conflict of interest, that issue should immediately be brought to the attention of the City's Purchasing Division for review.

O. Integration/Merger

This Agreement and any appendices attached hereto constitute the entire agreement of the parties and supersedes all prior agreements, understandings and negotiations, whether written or oral, between the parties. This Agreement may not be modified, except in a writing signed by both parties that is expressly stated to be an amendment hereto.

P. Severability

The provisions of this Agreement shall be deemed to be severable and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

Q. Waiver

No failure of the City to exercise any right or power given to it by law or by this Agreement, or to insist upon strict compliance by Contractor with any of the provisions of this contract, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the City's right to demand strict compliance with the terms of this Agreement.

R. Interpretation

Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

S. Descriptive Headings

The descriptive headings appearing in this Agreement are for convenience only and shall not be construed either as a part of the terms, covenants, and conditions hereof or as an interpretation of such terms, covenants, and conditions.

T. Non-appropriation

It is understood and agreed between the Parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the City shall immediately notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the City of any kind whatsoever.

U. Assignment of Agreement

The Contractor shall not, without the prior written consent of the City, assign, delegate, or otherwise transfer, in whole or in part, the Agreement or any of the Contractor's rights or obligations arising hereunder. The City may, in its sole discretion, consent or decline to consent to any such assignment, delegation, or transfer, or may give its conditional consent thereto. In the event the City conditionally consents to such an assignment, delegation, or transfer, such consent may, without limitation, be conditional upon Contractor's remaining fully and unconditionally liable to the City for any breach of the terms of this Agreement by Contractor's transferee and for any damage or injury sustained by a third party or parties as a result of the intentional act or omission, negligence, or breach of warranty by Contractor's transferee.

V. Termination without Cause

The City may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in this Agreement.

In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination.

If the City terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to the City any work completed or in process for which payment has been made.

W. Hold Harmless/Indemnification

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or

expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

X. Insurance

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:

1. Workers' Compensation Insurance of not less than \$500,000, as required under Virginia Code Title 65.2.
2. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the City of Virginia Beach as an additional insured.
3. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the City of Virginia Beach may be approved. Contractor shall list the City of Virginia Beach as an additional insured and furnish the City with certificate of insurance showing Contractor's compliance with the foregoing requirements.

Y. Notice

All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested and to be effective, shall be postmarked not later than the final date for giving of such notice; or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for the City of Virginia Beach shall be addressed as follows:

Sharon Ratcliff
Finance/Purchasing
2388 Liberty Way
Virginia Beach, VA 23456

Notices for Contractor shall be addressed in accordance with address provided in signed contract, or address shown in the Contractor's RFP submittal.

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

Z. Offset/Setoff

The City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability, including taxes, due to the City from such person, firm or corporation shall first have been settled and adjusted.

AA. Audits

The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least three years following the completion of this Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the City.

This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

BB. Submission and Disposition of Contractual Claims

Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the City and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the City with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the City or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the City within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the City, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the contract price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein.

The City will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

CC. Payments to Subcontractors

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City; or, shall notify the City and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the City with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

DD. Subcontractors

The use of subcontractors and the work they are to perform shall receive prior written approval of the contract administrator. The Contractor shall be solely responsible for all work performed and materials provided by subcontractors. The Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

V. SPECIAL TERMS AND CONDITIONS:

A. Payment Schedule

1. Payment for services rendered by the Offeror, shall be billed in accordance with the following schedule: Monthly
2. Payment on invoices shall be Net 30 days after receipt of invoice.
3. The City uses Paymode to process ACH payments. At no cost to the Contractor, the City requests that the Contractor sign up via www.paymode.com/vbgov to access Paymode ACH services.

B. Modification

There may be no modification of any resulting Contract, except in writing, executed by the authorized representatives of the City and the Contractor.

C. Company Personnel Standards

1. Personnel shall be trained/qualified to perform requested services. If any of the successful Offeror's personnel are not satisfactory in the performance of services to be furnished hereunder in a proper manner and satisfactory to the City, the Offeror shall remove any such personnel and replace them with satisfactory personnel.
2. Offeror shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The City retains the right to require the successful Offeror to halt all work activities until such conditions are resolved.

D. Claims for Extra Compensation

If Contractor encounters work and services not included in the resulting Contract or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Contract and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the City in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth.

Upon notification, the City shall promptly review any claim for extra compensation. If a claim is accepted by the City, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.

The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the City to analyze the need for the extra work and the costs claimed for the work.

VI. SPECIAL INSTRUCTIONS TO THE OFFEROR:

A. Contract Administrator

Whenever used in the Request for Proposal and for purposes of any notices under this contract, Contract Administrator shall be as described below:

City of Virginia Beach
Special Projects
Brian Solis
bsolis@vbgov.com

Pre-Proposal Conference

There will be no pre-proposal conference for this solicitation. Any changes determined necessary from submitted questions, which may affect the responses to the solicitation, shall be formally addressed by the Issuing Office via addenda.

VII. GENERAL SUBMITTAL TERMS AND CONDITIONS:

A. Definitions of Terms

The following definitions of terms are used herein:

1. The term "City" refers to the City of Virginia Beach.
2. The term "Offeror" refers to the person, firm, or company that provides a proposal in response to this Request For Proposal (RFP) and who may or may not be successful in achieving an opportunity to negotiate for the final award of a contract.
3. The term "Contractor" means the Offeror to which the contract will be awarded. References to the Contractor in this RFP shall also apply in full to any subcontractor for the named Contractor.

B. Submittal of Proposals

1. The proposal shall be submitted by emailed pdf to sratclif@vbgov.com. One original hardcopy shall be mailed to the issuing office.
2. The **original** hardcopy shall be submitted via USPS, FedEx, UPS or hand delivered. The original proposal should be clearly marked "**ORIGINAL**" on its outside cover.
3. Emailed proposals shall be received and time-stamped in the email box listed no later than **the date and time listed on page one of the Request for Proposal document**. Proposals received after the specified date and time shall not be considered.
4. The **original** hardcopy must be received by the issuing office prior to award.
5. Issuing Office:

City of Virginia Beach
Sharon Ratcliff
2388 Liberty Way
Virginia Beach, VA 23456
(757) 385-4438

6. An Offeror receiving a Request For Proposal from a source other than the Issuing Office or DemandStar by Onvia, should contact the Issuing Office to become an Offeror Of Record before submitting its proposal.

C. Examination

Offeror shall carefully examine the contents of this Request for Proposal and any subsequent addenda.

D. Questions

1. Questions concerning this solicitation may be made by telephone or in writing. Questions should be addressed to the Issuing Office not less than two (2) working

days prior to the closing date of the Request for Proposal. Telephonic questions should be directed to the appropriate person listed below:

- a) Scope of Work Questions:
 - b) Procurement Questions:
2. Any material changes to the solicitation document will be addressed by issuance of a written addendum to all Offerors of Record that will become part of the proposal documentation.
 3. Oral instructions do not form a part of the proposal documents.
 4. The Offeror shall check with the Issuing Office within forty-eight (48) hours prior to proposal closing to secure any addenda affecting bidding.

E. Conditions of Work

Each Offeror shall inform himself/herself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a successful Offeror of his obligation to furnish all materials and labor necessary to carry out the provisions of this agreement.

F. Anticollusion/Nondiscrimination//Drug-Free Workplace Form

The attached Anticollusion/Nondiscrimination/Drug-Free Workplace form incorporated herein (page 2) should be executed and returned with the proposal documents.

G. Subcontracting Participation Plan Form:

Offeror shall execute and return the Subcontracting Participation Plan (CVAB-GS1) Page 3, of this Request for Proposal. If the form is not returned with the Offeror's proposal, the form will be provided within three (3) days after notification that the Offeror has been shortlisted for further evaluation by the City.

H. Good-Faith Efforts – Certified Small, Woman, Minority, Service-Disabled Veteran or Employment Services Organization

It is the policy of the City of Virginia Beach to encourage the participation of Small, Woman, Minority and Service-Disabled Veteran owned businesses, or Employment Services Organizations in its procurement processes. The City expects Offerors to embrace these goals to the maximum extent possible. To the extent practicable, the submitted proposal should provide for the fair inclusion of these businesses in their proposal. The businesses shall be certified by the Virginia Department of Small Business and Supplier Diversity. List of certified businesses may be found at the following link:

[Virginia Department of Minority Business Enterprise - Small, Women and Minority \(SWaM\) Vendors Search](#)

I. Proposal Binding for Thirty (30) Days

The Offeror agrees that this proposal shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for the Request For Proposal.

J. Proprietary Information

Offerors are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Offeror 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 needed.** Furthermore, the Offeror shall submit proprietary information under separate cover, and the City reserves the right to submit such information to the City Attorney for concurrence of the Offeror's claim that it is in fact proprietary. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not labeled

proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

K. Proposal Costs

Prospective Offerors shall be responsible for all costs incurred in the development and submission of a proposal. The City assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, any cost associated with interviews and travel, or any other Offeror cost involved in a response.

L. Exceptions

Proposals should be as responsive as possible to the provisions stated herein, however, an Offeror may take exceptions to the provisions without their proposal being disqualified. During the evaluation process, the City will consider whether the impacts of any such exceptions are positive or negative. The Offeror should clearly indicate when exceptions or deviations are being taken and state the reason why. Notwithstanding the above, proposals received late shall be rejected.

M. Award

The award of a contract shall be the sole discretion of the City. The award shall be based upon the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the bidding. Further, the City reserves the right to enter into any contract deemed to be in the best interest of the City.

N. Fraud, Waste and/or Abuse

The City of Virginia Beach is committed to eliminating fraud and maintaining a highly ethical environment throughout our organization. The City's Fraud, Waste and Abuse Prevention Program, coordinated by the Office of the City Auditor, consists of a Fraud Hotline, web site, awareness training and investigation services. While this program is designed to assist City employees, departments, agencies and programs in preventing and detecting incidents of fraud, waste and abuse in the City of Virginia Beach, it is also available to City contractors for this same purpose. This program focuses on dishonest acts by City employees or its contractors. Therefore, if you suspect any Fraud, Waste and/or Abuse regarding a City employee or contractor please call the Fraud Hotline at (757)468-3330.

O. Public Notice of Award or Decision to Award

Public notice of the award or the announcement of the decision to award shall be provided by posting the appropriate notice on the "bid board" located in the Issuing Office, posting notice with DemandStar by Onvia, and mailing the notice to the Offerors who submitted proposals in response to the solicitation.

P. Preparation Guidelines

For consideration, all proposals should be as responsive as possible to the solicitation. In order to adequately evaluate the proposals, all Offerors should use the following format:

1. Experience (20 Points)

Offeror shall provide a concise description of their work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:

- a) Offeror's established experience record in providing comparable services.
- b) Number of years the Offeror has been providing these types of services;
- c) A minimum of three (3) references for whom Offeror has provided services comparable to those described in this RFP. For each reference, detail:
 - (1) Name of firm;
 - (2) Address of firm;
 - (3) Name, title, e-mail address, phone, and fax of a contact for the firm;
 - (4) Number of years Offeror has served the firm; and

(5) Brief summary of scope of services provided.

2. Capability and Skills (20 Points)

Offeror shall provide a description of the qualifications and skills of the organization and personnel who shall be responsible for performance of the services. Such description shall, at a minimum, include the following:

- a) A description of the Offeror's company history and current operating characteristics to include the number of years in business, philosophy, ownership, number of employees, organizational chart, annual sales, geographic coverage, etc.
- b) A listing of the personnel and type of subcontractors that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the project.
- c) Resources available to the organization for performance of the contract; including major subcontractors, work they will perform, approximate percentage of the total contract, term of agreement between Contractor and the subcontractor, and whether they are SWAM certified by the Virginia Department of Small Business and Supplier Diversity (SBSD). Resources for locating SBSBD SWAM certified businesses may be found at the following link:

[Virginia Department of Small Business and Supplier Diversity](#)

3. Services to be Provided (40 Points)

Offeror should provide a description outlining the services to be performed. Such description should, at a minimum, provide the following information:

- a) Offeror's understanding of the project.
- b) Overall project plan.
- c) Listing and annotation as to the manner in which the Offeror proposes to meet each provision stipulated in the Scope of Work section of this RFP.
- d) Listing of all major tasks to be performed by the Offeror and the deliverable products associated with each task.
- e) Listing of the individual products to be provided.
- f) Time schedule associated with the completion of each task.
- g) List of any exceptions taken to the provisions of this RFP.

4. Price (20 Points)

Offeror shall provide a detailed description of the total cost to perform the services. The cost breakdown shall identify in separate detail the charges associated with each deliverable item and major task. Due to the uniqueness of this new program, please consider some flexibility in the contract administration of services in terms of geography and type of services that may need some adjustment during implementation.

Q. Proposal Opening

There shall be no public opening of this solicitation.

R. Evaluation

The City shall select the Offeror deemed to be best suited among those submitting proposals based on the factors above. The City reserves the right to award to multiple offerors or to make other arrangements to meet emergent needs.

S. Submittal

The Offeror shall submit the following documents/information:

1. Cover page of Request for Proposal with signature, title, and date;
2. Completed Anticollusion/Nondiscrimination/Drug-free Workplace form (page 2);
3. Completed Subcontracting Participation Plan form (page 3);
4. Proposal as requested herein under Section VII, Subsection P, entitled "Preparation Guidelines"