



**CITY OF PETERSBURG, VIRGINIA
REQUEST FOR PROPOSAL**

RFP No. 14-0021

PROJECT TITLE: Development for Retail Strategy

ISSUE DATE: October 4, 2013

CONTRACT COMMENCEMENT AND EXPIRATION: The contract shall Commence on the Commencement Date set forth in the contract for Development for Retail Strategy and shall expire one year later, unless terminated earlier in accordance with the provisions of this Contract.

RENEWAL: The City, at its sole option may renew this Contract for up to four (4) one- year renewal terms by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.

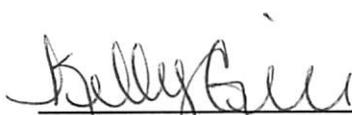
EXTENSION OF CONTRACT: The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension may be exercised when the City determines that an extension of the Contract is advantageous to the City.

PRE-PROPOSAL CONFERENCE: None

QUESTIONS: Questions must be submitted in writing to the Purchasing Office no later than Thursday, October 10, 2013 at 3:00 p.m. An electronic message may be submitted to purchasing@petersburg-va.org. If necessary, an addendum will be issued and posted on the City website at www.petersburg-va.org/purchasing. It is the responsibility of the offeror to download any addenda.

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:30 P.M. prevailing local time October 21, 2013 in the Purchasing Office, City Hall Annex, 103 West Tabb Street, Petersburg VA 23803.

If you are an individual with a disability and require a reasonable accommodation, please notify: Purchasing Office at (804) 733-2345 or TDD (804) 733-8003 three (3) working days prior to need. Proposal packages are available in the Purchasing Office or from the City's website at www.petersburg-va.org/purchasing.



Kelly Gill, VCO
Purchasing Specialist

TABLE OF CONTENTS FOR RFP # 14-0021

	PAGE
<u>I PURPOSE</u>	3
<u>II BACKGROUND</u>	3
<u>III SCOPE OF WORK</u>	3
<u>IV EVALUATION AND AWARD CRITERIA</u>	4
<u>V PRE-PROPOSAL CONFERENCE</u>	5
<u>VI PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	5
<u>VII GENERAL TERMS AND CONDITIONS</u>	9
<u>VIII SPECIAL TERMS AND CONDITIONS</u>	18
<u>IX ATTACHMENTS</u>	21

I. PURPOSE

The City of Petersburg's Economic Development Office is soliciting proposals from qualified firms/individuals interested in developing a retail development strategy that maximizes the retail and restaurant potential for the City as well as provides business retention tools and an analytic portal to customize reports.

The successful firm/individual shall conduct a site assessment of the City's market trade area and profile the customer's buying habits, lifestyle characteristics and media habits. The results of the assessment will be used to guide the elected officials and staff of the City to make decisions and commitments to grow the City's retail sector and shape goals and policies long term.

The assessment should take in to consideration:

1. Population and household increases
2. Competition
3. Existing retail firms
4. Retail leakage/surplus
5. Retail development in similar cities
6. Cannibalization
7. Retail trends
8. Market viability
9. CPR Report- tools for existing and local retailers
10. Healthcare assessment report
11. Physician Intelligence report
12. Platform to customize all reports on the fly

II. BACKGROUND

General background information, regarding the City of Petersburg can be found on the City's website: <http://www.petersburg-va.org/economicdev/>.

III. SCOPE OF WORK

The firm or individual selected shall address the following concerns/issues:

1. Develop trade area analysis focused on drive time delineation.
2. Develop profiles of customers in the trade area based on buying habits, media habits and lifestyle characteristics.
3. Assess the retail potential of selected sites in the city.
4. Recommend specific retailers and restaurants that match the City's customer profile.
5. Match the customer profiles with profiles of specific retailers and restaurants that would consider the City for a location or expansion.
6. Prepare custom marketing packages for each of the retailers and restaurants identified and identify the individual in the companies who makes location decisions.
7. Provide analytic Customer propensity reports to assist local retailers with merchandising and marketing decisions.
8. Make other recommendations as seen pertinent to the assessment.
9. Provide a retail leakage/ surplus analysis.
10. Provide an online data base and marketing tool to assist recruitment efforts.
11. Provide on-going support to the City throughout the recruitment process.

- 12. Provide information required to retain and attract high value, high wage jobs by analyzing how the city benchmarks against competing cities.
- 13. Provide information to understand the value of residents, and surrounding households when considered as a workforce.
- 14. Provide information to understand residents’ access to services, retail, healthcare, municipal assets and other attractive amenities for overall quality of life benchmarks.

A. Personalized Content

Advance the City’s business recruitment program by receiving personal guidance from professional staff and ongoing insight into key industry topics via e-newsletter, webcasts and other interactive tools.

B. Deliverables

The deliverables should be presented in electronic format and through a pass-word protected website that can be accessed and used to either print or email copies of the report or other information which is updated quarterly and that can be generated on the fly as needed.

IV. Evaluation and Award Criteria

A. Evaluation Criteria

The Evaluation Committee will carefully evaluate all proposals received, and select a limited number of offerors to present additional details via an on-site presentation.

- 1) Expertise and experience of the Offeror’s personnel in providing the requested service.....20 pts.
- 2) Methodology, time frame and plan for providing the requested service....20 pts.
- 3) Thoroughness of the Offeror’s response to this Request for Proposal.....20 pts.
- 4) References provided by the Offeror of clients for whom similar work has been completed.....15 pts.
- 5) Proposed cost to the City – This criterion considers the price of the services solicited by this Request for Proposals. Offerors will be evaluated on their pricing scheme as well as their price in comparison to the other Offerors.....20 pts.
- 6) Scope and quality of plan to achieve the City of Petersburg Minority Business and Women Business Enterprise goals, including: This criterion considers the history of team recruiting a diverse workforce; proposed methods and level of commitment for ensuring success of minority, woman-owned, and emerging small business contractors.....5 pts.

Total100 pts.

B. Award Criteria

The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the City may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the City shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The City reserves the right to make multiple awards as a result of this solicitation. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, the City has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask the City to indemnify them in any resulting contract.

V. Pre-proposal Conference – None.

VI. Proposal Preparation and Submission Instructions

A. GENERAL INSTRUCTIONS:

1. RFP Response:

In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original, marked "Original," three (3) copies, and one copy on CD of their proposal must be submitted to the Purchasing Office. No other distribution of the proposal shall be made by the offeror. The Purchasing Office will neither accept oral proposals, nor accept proposals received by telephone, FAX, or electronically.

All proposals must be sealed and labeled on the outside of an opaque envelope

or package to show the following:

- a. Title of Proposal
- b. Name of Offeror
- c. Address of Offeror
- d. RFP Number
- e. Receipt and Closing Date

Responses received after the due date and time will be returned to the offeror unopened. Proposals shall be open to public inspection only after award of the contract. The time proposals are received shall be determined with reference to the Purchasing Office Official Clock. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated. In the event the City offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal conference and/or the advertised proposal receipt date, the conference and/or receipt date will default to the next open business day at the same time and location.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Purchasing Office may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Office will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following:

1. Return the RFP Proposal Signature Sheet (attached as Exhibit A) and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet (attached as Exhibit B) and other specific items or data requested in the RFP.
3. Statement of the Scope - State in concise terms, your understanding of the scope of work presented by the RFP:
 - a) A brief summary description of your firm, including size, locations of offices and areas of specialty.
 - b) A brief summary describing the services being offered to the City.
 - c) A brief summary describing demonstrated insight into retail/restaurant concepts, decision making processes, leadership and trends.
 - d) Definition of customer service.
 - e) The expertise of staff members who will be most involved in providing the needed services providing the services to include resumes, points of contact, physical addresses, email addresses and telephone numbers.
 - f) Outline description of the Offerors experience in providing similar services to municipal agencies and a proven track record of those clients' especially those in this region as needed in this RFP.
4. Transmittal Letter – Each proposal must include a letter of transmittal containing the signature of the representative authorized to enter into contracts for the prime contractor. The transmittal letter should not exceed two pages in length.
5. Background of the firm in general.
6. Information as to the size and organizational structure of the offeror's firm.
7. Proposals should include written permission to contact at least three (3) professional clients (telephone and email contacts must be included) who can attest to the offerors qualifications and experience to complete the required studies and analysis, as well as to quality and effectiveness of the work produced.
8. Proposals should clearly indicate the itemized cost of providing each service offered.
9. Sample Contract - Please furnish any sample contract the proposer expects the City to execute.

VII. General Terms and Conditions

A. Definitions:

1. Acceptance: Acceptance shall mean approval of contractor's invoice for services by the Purchasing Agent's Technical Representative.
2. City: The City of Petersburg, its authorized representatives and employees.
3. Contract: The signed Contract, stating the Scope of the Contract wherein the Contractor shall provide the services to the City as set forth in the Contract Documents.
4. Contract Documents:
 - (a) The signed Contract;
 - (b) This Request for Proposals;
 - (c) Any Addenda issued;
 - (d) The Proposal;
 - (e) The Negotiated Scope of Services to include the Cost Agreement; and
 - (f) Modifications and/or Change Orders issued subsequent to the execution of the Contract.
5. Contractor: The individual, firm or organization which contracts with the City to perform the Work. As employed herein, the term "contractor" may refer to an individual, an organization, or to the contractor's authorized representative.
6. Contract Sum: The total amount payable to the contractor for performance of the Work. The Contract Sum is stated in the Proposal and shall include any adjustments granted by amendment.
7. Final Payment: The payment of the balance of the Contract Sum, following the Acceptance of all Services delivered pursuant to this Contract.
8. Notice: As defined in Section VIII. Paragraph F.
9. Purchasing Agent: The City of Petersburg Purchasing Agent, or his designated representative, who shall serve as the City's contracting officer.
10. Purchasing Agent's Technical Representative: The City official who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.

11. Time(s) for Performance: The date(s) on which Services are required to be provided, in accordance with the Contract Documents.
12. Work: The Services required to be delivered by the Contractor pursuant to this Contract.

B. The City:

1. Authority of the Purchasing Agent: The Purchasing Agent shall be the contracting officer for the City, who is authorized to execute this Contract and any Change Orders issued pursuant to Section P. No Notice to the City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.
2. Authority of the Purchasing Agent's Technical Representative: The Contract shall be administered by Department of Public Works, or its designated representative, who shall be referred to in the Contract Documents as "the Purchasing Agent's Technical Representative."
3. Additional City Representatives: The Purchasing Agent's Technical Representative may designate one or more additional representatives to coordinate with the Contractor or to inspect the Work performed by the Contractor.

C. The Contractor:

1. Licensure: To the extent required by the Commonwealth of Virginia or the City of Petersburg, the Contractor shall be duly licensed to perform the Services required to be delivered pursuant to this Contract.
2. Key Persons: If any "Key Persons" are identified in the Proposal, those Key Persons shall be directly involved in the performance of Contractor's Work hereunder. No Key Person shall be changed without the written consent of City unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment; provided however, that a Key Person shall be removed at City's request. If a Key Person is no longer capable of performing in the capacity described in the Proposal, or is removed by the City, the City and the Contractor shall agree on a mutually acceptable substitute.

D. Terms for Performance:

1. The Work: The Services required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents. All persons performing Services pursuant to the Contract shall be duly qualified to perform those Services and shall hold any licenses required by law for persons performing such Services.

2. Time for Performance: Time is of the essence of this Contract. The Contractor shall perform all Services at the time(s) and in the manner(s) specified in the Contract Documents.
- E. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought only in the courts of the City of Petersburg. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia of 1950*, as amended, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- F. Anti-Discrimination: By submitting their proposals, offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the City. (*Code of Virginia of 1950*, as amended, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- G. Ethics in Public Contracting: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- H. Immigration Reform and Control Act of 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- I. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred by the City from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- J. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the City under said contract.
- K. Clarification of Terms: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Purchasing Agent no later than seven (7) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent. Each offeror shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.
- L. Payment:
1. Payment for Services: The contractor shall submit its invoice for the services performed during the previous month. The invoice shall bill for the services at the fixed monthly rate specified in the Contract Documents or shall detail those services provided and bill at the rates specified in the Contract Documents. The Purchasing Agent's Technical Representative shall verify that the services

have been performed in accordance with the Contract Documents and, if appropriate, will approve the invoice and initiate the process for payment.

2. **Progress Payments:** If authorized by the terms of the Contract, the contract may submit requests for progress payments at such times or upon the occurrence of such events as the Contract Documents may provide. Upon submission of the request for progress payment, the Purchasing Agent's Technical Representative shall verify the Consultant's entitlement thereto and, if appropriate, shall approve the invoice and initiate the process for payment.
3. The contractor shall submit original invoices to the Purchasing Agent's Technical Representative which clearly describe and itemize the services provided. In addition, invoices shall contain, at a minimum, the following information:
 - (a) The date of the Contract;
 - (b) The Contract Number;
 - (c) The total cost for these itemized services.

The City reserves the right to determine whether the invoice is clear and properly itemized. However, if abbreviations or jargon are used on the invoice, the contractor shall provide a key printed directly on the invoice to explain the abbreviation or jargon.

4. **Payment of Subcontractors:** The Contractor agrees to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by a subcontractor under this contract:
 - (a) Pay the subcontractor for the proportionate share of the total payment received by the Contractor attributable to the work performed by the subcontractor under this contract; or
 - (b) Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (B) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the City, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

- M. Precedence of Terms: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- N. Qualifications of Offerors: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- O. Assignment of Contract: The contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
- P. Changes to the Contract: Changes can be made to the contract by mutual agreement in writing to modify the scope of the contract ("Modification"), or unilaterally by the Purchasing Agent directing the Contractor to make changes ("Change Order"). An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- Q. Insurance:
1. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor's activities, whether such be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. Insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. All insurance coverages will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. The Contractor shall furnish as a minimum the hereinafter coverages and limits, and on forms and of companies which are acceptable to the City 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 Contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Workers' Compensation - Statutory requirements and benefits, irregardless of being subject to Title 65.2 of the *Code of Virginia of 1950* (Workers' Compensation). Coverage shall include an "all states" endorsement and shall be provided for any proprietor, partner, executive officer, or member.
 - b. Employers' Liability - \$100,000 bodily injury by accident each accident
 \$100,000 bodily injury by disease each employee
 \$500,000 bodily injury by disease policy limit
 - c. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, as well as contractual liability coverage. The City of Petersburg must be named as an additional insured and so endorsed on the policy.
 - d. Commercial Automobile Liability - \$1,000,000 combined single limit each accident. Automobile Liability is to cover "any auto".
2. Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this contract. All requirements must be met before the City will execute the contract. In particular, we would call your attention to the following:
- a. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies, as applicable, name the "City of Petersburg" as an additional insured. Many Certificates have a space headed "Description" where the language may be inserted as follows: the "City of Petersburg is additional insured" *or that* the "City of Petersburg is additional insured with respects to General Liability; and/or Umbrella Liability policies".
 - b. The Certificate Holder should be listed as:
 The City of Petersburg
 c/o Purchasing Office
 103 West Tabb Street
 Petersburg VA 23803
 Contract No. _____
 - c. The Contractor will provide an original, signed Certificate of Insurance, and such endorsements as prescribed herein.
3. Additional Insurance Requirements: Any additional specific insurance coverages to be provided by the Contractor are stated in the Supplementary General Conditions.

- R. Drug-Free Workplace: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- S. Nondiscrimination to Contractors: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- T. Availability of Funds: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- U. Small Business, and Minority-, Women-, and Service Disabled Veteran-Owned Business: The City of Petersburg actively solicits small, and minority-, women-, and service disabled veteran-owned businesses to respond to all Invitations for Bids and Requests for Proposals, and if not already on the City's Bidder's Mailing List, you may request application for inclusion on the list. Please contact the Purchasing Office at (804) 733-2345 and request an application, or download one from the City's website www.petersburg-va.org.
- V. No Discrimination Against Faith-Based Organizations: The City of Petersburg does not discriminate against faith-based organizations as that term is defined in § 2.2-4343.1 of the *Code of Virginia of 1950*, as amended.

W. Taxes:

1. The Contractor shall pay all city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the City and the Contractor, as the taxes shall be an obligation of the Contractor and not of the City, and the City shall be held harmless for same by the Contractor.
2. The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. **Mandatory Use of City Forms and Terms and Conditions:** Failure to submit a proposal on the official city forms provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City has the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

Y. **Bankruptcy:** If contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the contractor's insolvency, then the City may without prejudice to any other right or remedy, and after giving the contractor seven (7) calendar days written notice, terminate this contract and procure such goods or services from other sources. In such event, contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, contractor shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the City.

Z. **SCC Identification Number:** Each bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 (Corporations) or Title 50 (Partnerships) of the *Code of Virginia of 1950*, as amended, shall include in its bid or proposal the identification number issued to it by the Virginia State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise authorized by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

AA. **Entire Agreement:** The Contract Documents constitute the entire agreement among the parties pertaining to the Work and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith.

- BB. Royalties and Patents: The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.
- CC. Severability: Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.
- DD. Survival: Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Record Retention, Audit and Price Adjustment (VIII. A), and Indemnification (VIII. B) shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.
- EE. Non-Waiver: The failure of Contractor or the City to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.
- FF. Headings: Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

VIII. Special Terms and Conditions

A. Record Retention and Audit:

Audit: All records, reports and documents relating to this Contract shall be maintained by the contractor for a period of five (5) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.

B. Indemnification: The contractor hereby assumes all liability for and agrees to indemnify and hold harmless the City and its officers, authorized representatives

and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the contractor or its subconsultant, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.

- C. Right to Cancel or Reject: The City reserves the right to cancel this RFP and/or reject any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City, determined to be in the best interest of the City.
- D. Proposer Expenses: The City will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal.
- E. Assignment / Subcontracting: The services furnished by the Contractor shall be neither assigned nor subcontracted without prior written consent by the City.
- F. Notice:
1. Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this Paragraph, "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.
 2. Notice to Contractor: Written Notice may be served on the Contractor by mail, courier, facsimile transmission or electronic mail to the Contractor's business address as stated in the Proposal cover sheet.
 3. Notice to City: Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the Purchasing Agent's Technical Representative, with a copy to the Purchasing Agent.
- G. Termination or Suspension:
1. Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving thirty (30) days prior written Notice of termination to the Contractor. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Paragraph. The City shall have the right of audit (and Contractor shall have the obligations) stated in Section A, above, insofar as they pertain to amounts claimed to be due hereunder.
 2. Termination for Default: The City of Petersburg may, by written Notice to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

- (a) If the Contractor fails to perform the Services as specified in this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee;
 - (b) If the Contractor fails to perform any of the other provisions of this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee; or
 - (c) Without further notice, if the Contractor defaults in the performance of its duties pursuant to subsections (a) and/or (b) above more than twice within any consecutive twelve (12) month period, whether or not the Contractor subsequently cures such earlier defaults.
3. Non-Appropriation of Funds: This Contract is conditioned upon an appropriation made by the City Council of the City of Petersburg of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Contractor written Notice of Termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the City's failure to provide such Notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.
4. Force Majeure: Except for defaults of subconsultants at any tier, the Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subconsultant at any tier, and if the cause of the default is beyond the control of both the Contractor and the subconsultant, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted Services were obtainable from other sources in sufficient time for the Contractor to meet the required Time(s) for Performance.
- H. Compensation: The contractor shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the contractor for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.
- I. Advertising: In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to the City will be used in product

literature or advertising. The contractor shall not state in any of its advertising or product literature that the City has purchased or uses any of its services, and the contractor shall not include the City in any client list in advertising and promotional materials.

J. Exceptions to the RFP: Any exception to any provisions of the RFP shall be explicitly identified in a separate “Exceptions to RFP” section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents provide otherwise. Please identify below, or under separate cover, any “Exceptions to the RFP”.

K. Prime Contractor Responsibilities:

1. The Contractor shall be responsible for completely supervising and directing the work under this Contract and all Subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
2. The Contractor shall have a competent foreman or superintendent, satisfactory to the City, on the job site at all times during the progress of the work. The Contractor shall be responsible for all means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the City, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
3. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the City or the City’s separate Contractors and their Subcontractors.
4. The City may, in writing, require the Contractor to remove from the work any employee the City deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

IX. Attachments

- Exhibit A: Proposal Signature Sheet (to be returned with Proposal)
- Exhibit B: Offeror Data Sheet (to be returned with Proposal)

Exhibit A

PROPOSAL SIGNATURE SHEET

In compliance with this Request for Proposals and to all the terms and conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Receipt of Addenda is acknowledged: _____.

My signature certifies that 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 Title 18.2 Section 489.4 of the *Code of Virginia of 1950*, as amended. 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.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Petersburg, and that there are no principals, officers, agents, employees, or representatives of this firm that they have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Petersburg, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Petersburg. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act*, Section 2.2-3100, supplemented by Sections 2.2-4367 – 69 of the *Code of Virginia of 1950*, as amended. Specifically, no city employee, city employee’s partner, or any member of the city employee’s immediate family holds a position with the offeror such as an officer, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Office as it shall be a part of your response.

Complete Legal Name of Firm and address:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____	(Please Print)
_____ Zip Code: _____	Title: _____
FEIN No.: _____	Phone: (____) _____
E-mail: _____	Fax: (____) _____

Submit this form with Proposal

Exhibit B OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may cause your proposal to be deemed non-responsive. (Additional Information required per Section 2.13 of RFP)

1. **Qualifications:** The offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **Offeror's Primary Contact:**

Name: _____ Phone: _____

3. **Years in Business:** Indicate the length of time you have been in business providing this type of service, under the current name, as well as any prior names with dates:

Years: _____ Months: _____

4. Indicate below a listing of at least three (3) current or recent contracts (at least 6 months), either commercial or governmental, that your firm is servicing, has serviced, or has provided similar service. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____
 Phone: (____) _____ Fax: (____) _____
 Project: _____
 Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____
 Phone: (____) _____ Fax: (____) _____
 Project: _____
 Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____
 Phone: (____) _____ Fax: (____) _____
 Project: _____
 Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____
 Phone: (____) _____ Fax: (____) _____
 Project: _____
 Dates of Service: _____ \$ Value: _____

5. Business Category (Check all that apply)

Small Business Women Owned and Controlled
 Minority Owned and Controlled Service Disabled Veteran Owned and Controlled
 None of the above

Submit this Form with Proposal