

REQUEST FOR PROPOSAL

THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS

City of Virginia Beach

ISSUING OFFICE:

PURCHASING DIVISION
PRINCESS ANNE EXECUTIVE PARK
2388 COURT PLAZA DRIVE
VIRGINIA BEACH, VA 23456
TELEPHONE: (757) 385-4438 FAX: (757) 385-5601

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

DATE: April 27, 2011

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

RETURN THIS COPY

THIS IS NOT AN ORDER

RFP ITEM NO.
CITY-11-0026

CLOSING DATE
May 25, 2011

CLOSING TIME
3:00 PM Local Time

PROCUREMENT OFFICER
Bill S. Davis

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 CONSULTING/LOBBYING SERVICES FOR OR ON BEHALF OF THE CITY WITH REGARD TO U.S. CONGRESS, FEDERAL AGENCIES, THE WHITE HOUSE, AND PRIVATE CONCERNS IN AND AROUND WASHINGTON, D.C.

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

I. PURPOSE

The City of Virginia Beach is accepting proposals from qualified persons or firms to provide consulting/lobbying services for or on behalf of the City with regard to U.S. Congress, federal agencies, the White House, and private concerns in and around Washington, D.C. This document constitutes a request for sealed proposals from qualified individuals and/or organizations to provide federal government relations and lobbying services to the City of Virginia Beach.

II. SCOPE OF WORK

A. General Requirements

Offeror shall provide all effort and materials necessary to assist the City of Virginia Beach in its federal lobbying and governmental relations.

B. Specific Requirements

1. Consultant will assist the City in developing an annual federal legislative agenda.
2. Consultant will be familiar with projects and activities of various federal agencies and will advise the City of possible programs or activities for which the City may make application.
3. Consultant will actively assist in seeking and developing funds for the City's projects
4. Consultant will be familiar with the projects and activities of Virginia Beach and advise the City of pending legislation or regulations that might materially impact those projects and activities, prepare all the materials for congressional appropriations filings, and work on authorizing legislation as needed for the City.
5. Consultant will represent Virginia Beach in Washington, D.C. generally, and when requested, in hearings before federal legislative and executive bodies and in contacts with individuals involved in legislative or executive agency process.
6. Consultant will assist in securing prompt approval of grant applications filed with federal agencies.
7. Consultant will assist in securing permits and approvals that might be required from time to time from federal government or any of its agencies.
8. Consultant will perform services not specifically enumerated but similar in nature as the need might arise from time to time, at the direction of the City Manager, and the City Council.
9. Consultant will file any required lobbyist disclosure reports in a timely fashion.
10. The Consultant will submit quarterly reports as to their activities on behalf of the City.
11. Consultant will be available at least 3 times a week, telephonically, for discussion of federal issues with City staff/officials.
12. Offeror shall create and nurture effective relationships with stakeholders who have an interest/stake in the success of the City's work with the federal government. Stakeholders may include, but are not limited to, the following: Citizens of the City of Virginia Beach, Mayor; City Council; City Manager; business leaders; Chamber of Commerce; Virginia Beach Visions and other city, regional and state interests.

C. Consultant Qualifications and Criteria:

In determining the responsibility of any offeror, the City of Virginia Beach will examine the factors as listed below. Offerors shall address each factor specifically in their proposal.

1. Proposer must demonstrate they possess the knowledge and experience necessary to deal with the complicated procedures inherent in the functioning of the federal government, and to represent the City and its interests effectively in resolving problems

- encountered by the City in dealing with the federal government.
2. Proposer must have a minimum of 15 years of successful federal lobbying experience and federal government relations in the following target areas and provide appropriate documentation to demonstrate that success:
 - a) Energy and Water
 - b) Transportation
 - c) Economic Development
 - d) Environmental Issues
 - e) Military Affairs
 - f) Access to key congressional and administration leadership
 3. Proposals must contain a biography of the Firm and/or primary person(s) expected to perform services for the City in sufficient detail to allow a reasonable evaluation of the relative capability of respondents to serve the particular needs of the City. Proposals must identify the principal or partner level person to be assigned to the City.
 4. Proposer must have a permanent and well-established presence in the Washington, DC metropolitan area.
 5. Proposer must be currently registered with the U.S. Government and any other appropriate agencies as lobbyists.
 6. Statement that consultant does not currently have contracts with clients that have a conflict of interest with Virginia Beach's interests.
 7. List of other municipal clients, if applicable.

III. GENERAL TERMS AND CONDITIONS:

A. Laws and Regulations:

The Contractor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

B. Applicable Law/Compliance with All Laws/Prompt Payment/Venue:

1. Applicable Law:

The contract 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, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

2. Compliance with All Laws:

The Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope of work set forth herein. The 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 contract prior to the initiation of work. The Contractor further represents that it is a corporation, partnership, or limited liability company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of this Contract.

3. 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 subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1%) percent 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 payments being made under this Contract.

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.

4. Venue:

Any and all suits for any claims or for any and every breach or dispute arising out of this contract 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 Division.

C. Non-Assignment:

The Contractor shall not assign its rights and duties under this contract without the prior written consent of the City.

D. 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.

E. Contract Term:

F. The term of the agreement shall be for a period of three (3) years. Within fifteen (15) days after the award of the agreement by the City, Offeror shall have a complete organization ready to provide the services outlined in the agreement. The specific beginning date shall be agreed upon by the Offeror and the City. The City reserves the right to extend the agreement for up to two (2) additional one (1) year periods.

G. Termination with Cause/Default/Cancellation:

1. In the event that the Contractor shall for any reason or through any cause be in default of the terms of the contract, the City may give the Contractor written notice of such default by certified mail/return receipt requested. Unless otherwise provided, the Contractor shall have ten (10) days from the date such notice is received to cure the default. Upon failure to cure the default, the City may immediately cancel and terminate the contract as of mailing date of the default notice.
2. Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work in process for which payment has been made.
3. In the event of violations of law, safety or health standards and regulations, the contract

may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

H. Termination Without Cause:

1. The City may at any time, and for any reason, terminate the contract by written notice to the 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 the Contractor by certified mail/return receipt requested.
2. In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for work satisfactorily completed, and accepted by the City, at the time of termination.
3. If the City terminates the contract, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work completed or in process for which payment has been made.

I. Non-Appropriation:

The City shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this contract. In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period of payments due under this contract, then the City shall immediately notify the Contractor of such occurrence and this contract shall terminate the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind, whatsoever.

J. 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.

K. 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 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 twenty (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 Agreement 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.

L. Compliance With Immigration Laws:

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

M. Severability:

The provisions of this contract shall be deemed to be severable, and should any 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.

N. Waiver:

No failure of the City to exercise any right or power given to it by law or by this contract, 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 contract.

O. Integration:

This contract and any exhibits incorporated by reference in this contract constitute the final, complete, and exclusive written expression of the intentions of the parties, and shall supersede all previous communications, representations, agreements, promises or statements, whether oral or written, by any party or between the parties.

P. Foreign And Domestic Businesses Authorized 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 certificate of registration or authority 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.

Q. Environmental Liability:

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any clean up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the City, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

IV. SPECIAL TERMS AND CONDITIONS:

A. Certificate of Insurance:

Certificates of Insurance written by a company or companies licensed to conduct business of insurance in Virginia and acceptable to the City of Virginia Beach and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to the City. Certificate shall be submitted to the Contract Administrator prior to beginning work under the contract and no later than ten (10) days after award of the contract. Certificates of insurance shall list the City of Virginia Beach, Risk Management Division, Municipal Center, Virginia Beach, Virginia 23456, as the Certificate Holder. Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

1. Workers' Compensation Insurance 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.).
 4. Errors and Omissions (Professional Liability) Insurance at limits not less than one million dollars (\$1,000,000).
 5. The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibility of Bidder.
- B. Payment Schedule:
1. Payment for services rendered by the Offeror, shall be billed in accordance with the following schedule:
 - a) Fee schedule to be negotiated.
 2. Payment on invoices shall be Net 30 days after receipt of invoice.
- C. Hold Harmless-Indemnification:
- It is understood and agreed that the 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 the Contractor, its subcontractors, agents, or employees under or in connection with this Contract. The 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 attorneys' 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 contract, and (c) the performance of work by the Contractor or those for whom the Contractor is legally liable. Upon written demand by the City, the Contractor shall assume and defend at the Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.
- D. Modification:
- There may be no modification of any resulting Contract, except in writing, executed by the authorized representatives of the City and the Contractor.
- E. Company Personnel Standards:
1. Trained personnel who shall be qualified shall 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.
- F. 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.

G. 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 to or pertaining to any resulting Contract (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 Contract and for at least three (3) years following the completion of this Contract, 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

H. Ownership

All intellectual property rights and other proprietary rights in any work resulting from the performance of services under any resulting Contract shall vest and be held in the name of the City

I. 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 contract.

V. 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
Mr. Robert Matthias
Assistant to the City Manager
2401 Court House Drive
Virginia Beach, VA 23456

B. Pre-Proposal Conference:

There will not be a pre-proposal conference for this RFP.

VI. 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 and required copies shall be placed in a sealed envelope or package that shall be identified with the Request for Proposal's item number, the Date and Time of closing, and the name and address of the Offeror.
2. An **original** and **six (6) copies** of each proposal shall be submitted. The original proposal should be clearly marked "**ORIGINAL**" on its outside cover.
3. All proposals shall be received and time-stamped in the office location described below no later than **3:00 PM** local time, **May 25, 2011**. Proposals received after the specified date and time (time-stamped 3:01 p.m. or later) shall not be considered and shall be returned unopened to the Offeror.

4. Issuing Office:

City of Virginia Beach
Bill S. Davis, Purchasing Agent
Princess Anne Executive Park
2388 Court Plaza Drive
Virginia Beach, VA 23456
(757) 385-4438

5. Proposals received by telephone, telegraph, facsimile or any other means of electronic transfer shall not be accepted.
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 fifteen (15) working days prior to the closing date of the Request for Proposal. Telephonic questions should

be directed to the appropriate person listed below:

Bill S. Davis, Purchasing Agent

Phone: 757-385-4438

Fax: 757-385-5601

Email: bsdavis@vbgov.com

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. Woman, Service Disabled and Minority Participation Plan:

1. **IN ORDER FOR A RESPONSE TO THIS RFP TO BE CONSIDERED, THE RESPONSE MUST CONTAIN A COMPLETE WOMAN AND MINORITY PARTICIPATION PLAN. FAILURE TO SUBMIT A WOMAN AND MINORITY PARTICIPATION PLAN THAT ADDRESSES EACH ELEMENT MAY RESULT IN A RESPONSE BEING DECLARED NON-RESPONSIVE. EVERY OFFEROR, INCLUDING ANY CERTIFIED MBE, SBE, AND/OR DBE, MUST SUBMIT A COMPLETE WOMAN AND MINORITY PARTICIPATION PLAN IN ACCORDANCE WITH THE FOLLOWING PARAGRAPHS.**

MBE PARTICIPATION: It is the policy of the City of Virginia Beach to encourage the participation of minority, service disabled veteran and woman-owned businesses in city procurement activities. In furtherance of this policy the City adopted sections 2-224.1 through 2-224.8 of the City Code on February 28, 1995 (commonly referred to as the "Minority Procurement Ordinance"). City Council amended sections 2-224.1 through 2-224.8 of the City Code on April 4, 2006.

Pursuant to Section 2-224.5, in order for a response to this RFP to be given further consideration, the Offeror must provide a Woman, Service Disabled Veteran and Minority Participation Plan setting forth at a minimum: (a) The good faith minority, service disabled veteran and woman-owned business participation efforts which the Offeror has undertaken in the past two years; (b) Whether the Offeror intends to utilize any subcontractors; (c) What, if any, woman-owned, service disabled veteran-owned and minority-owned subcontractors the Offeror intends to utilize; (d) The work to be performed by each woman, service disabled veteran and minority-owned subcontractor; (e) The anticipated amount or percentage to be paid to each woman, service disabled veteran and minority-owned subcontractor; (f) The composition of the Offeror's workforce, specifically indicating the percentage of woman, service disabled veteran and minority employees in their company; (g) The percentage of woman, service disabled veteran and minorities in management positions, supervisory positions, professional positions, and non-professional positions; (h) What steps the Offeror has taken to solicit subcontracting proposals from woman-owned, service disabled veteran-owned and minority-owned subcontractors; (i) Which woman-owned, service disabled veteran-owned and minority-owned businesses the Offeror has solicited; (j) If the Offeror has elected not to utilize a woman-owned, service

disabled veteran-owned or minority-owned subcontractor, an explanation of the decision; and (k) Any additional Good-faith Minority-owned, Service Disabled Veteran-owned and Woman-owned Business Participation Efforts the Offeror intends to make in connection with the contract. Woman, Service Disabled Veteran and Minority Participation Plan forms are available on the City of Virginia Beach's website, located at www.vbgov.com; select Business at top left corner of screen; then select Minority Business Council; from there select Related Documents; and from there select Woman and Minority Participation Plan Form for download, or by contacting the City of Virginia Beach Purchasing Division at (757) 385-4438 or using the template provided herein as Exhibit B.

OFFEROR MUST ADDRESS ALL ELEMENTS OF THE WOMAN, SERVICE DISABLED VETERAN AND MINORITY PARTICIPATION PLAN IN ITS RESPONSE TO THE RFP. If detailed responses to elements (c), (d), and (e) are not practicable at this stage due to uncertainty as to the precise scope of the project, please indicate that the specifics are unknown at this time. The successful Offeror shall update the Woman, Service Disabled Veteran and Minority Participation Plan with detailed responses to all elements prior to execution of the contract with the City. FAILURE TO SUBMIT A COMPLETE WOMAN, SERVICE DISABLED VETERAN AND MINORITY PARTICIPATION PLAN WITH THE PROPOSAL MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE.

2. Within ten days of expiration or termination of the contract, the successful Offeror shall submit a report documenting its efforts undertaken in compliance with its Woman, Service Disabled Veteran and Minority Participation Plan. This final Plan should document the actual minority-owned, service disabled veteran-owned and woman-owned business participation efforts taken through the life of the contract. The report shall include, at a minimum:
 - a) A statement of whether any subcontractors were utilized;
 - b) A list of all woman, service disabled veteran and minority-owned subcontractors utilized;
 - c) A brief description of the work performed by each woman, service disabled veteran and minority-owned subcontractor;
 - d) The amount paid to each woman, service disabled veteran and minority-owned subcontractor; and
 - e) Any additional Good-faith Woman-owned, Service Disabled Veteran-owned and Minority-owned Business Participation Efforts the Contractor made in connection with the contract.
 3. For contracts with a stated time of completion that is 365 calendar days or less, the successful Offeror shall submit the report required in the above paragraph within ten days of the expiration or termination of the contract. For contracts with a stated time of completion that is greater than 365 calendar days, the successful Offeror shall submit the required report on an annual basis calculated from the date of execution of the contract.
- H. Proposal Binding for One Hundred Twenty (120) Days:
The Offeror agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled closing time for the Request For Proposal.
- I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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

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 five (5) 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:

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) Background information about the organization, e.g., philosophy, ownership, number of employees, officers, directors, etc.
- b) Management structure of the organization, i.e., organization chart of the firm.
- c) Qualifications of the firm to provide the services.
- d) A listing of the personnel that will actually perform the services for the City of Virginia Beach along with a summary of their qualifications and specific responsibilities for the project.
- e) Resources available to the organization for performance of the contract.
- f) Description of financial stability and other resources that most adequately ensure the delivery of acceptable services to the City. Offeror shall indicate the type of organization they represent, i.e., individual, partnership, or corporation. If Offeror represents a corporation or partnership, the names of the President, Vice-President, Secretary, Treasurer, and all principals or partners shall be listed. If available, Offeror should provide financial statements, i.e., audited annual financial reports for the previous three years

3. Services to be Provided:

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) Parameters of services to be provided by Offeror.
- c) Proposed approach to providing the services.
- d) List of any exceptions taken to the provisions of this RFP.

4. Fee:

Offeror shall provide a detailed description of their hourly or monthly retainer rates and associated billing procedures associated with provision of the services

O. Proposal Opening:

At the time specified, the proposals received timely shall be opened. Only the names of the Offerors submitting proposals shall be read aloud. No other information will be provided at that time.

P. Evaluation:

The City shall select two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors listed below:

1. Offeror's experience in providing the services requested.
2. Offeror's capability and skill to perform the services.
3. Responsiveness of the written proposal to the purpose and scope of work.
4. Fee.

Q. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror, which in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City determine in its sole discretion that one Offeror is qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and

awarded to that Offeror. The City of Virginia Beach is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

R. 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. Woman and Minority Participation Plan as required under Section VII, Subsection G of this document.
4. Proposal as requested herein under Section VII, Subsection N, entitled "Preparation Guidelines"